

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

Tuesday, November 4, 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 rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda *(Items marked with an (\*) are approved where this item is, unless otherwise removed)*
    1. (\*) Approval of the October 21, 2025 City Council Minutes
6. APPROVAL OF THE CLAIMS
7. SPECIAL PRESENTATIONS:
  - a. ++Bellevue Food Pantry - Deanna Wagner
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
  - a. 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)
  - b. Ordinance No. 4198: Request to rezone Lot 1 and Outlot A, Mora Acres, being a platting of part of Tax Lots 12 and 13, located in the Southwest ¼ 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. Applicant: Orchard Valley, Inc. General Location: 1902 Lola Ave. (Planning Director)
    1. Small subdivision plat Lot 1 and Outlot A, Mora Acres.
  - c. Ordinance No. 4199: Request to rezone Lot 6, Tiller's 4th Addition, from BG to RG-8-PS for the purpose of multi-family residential development, with site plan approval. Applicant: Ehrhart Griffin & Associates. General Location: 1724 Wilshire Dr. (Planning Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading): NONE
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
  - a. Show Cause Hearing on the Proposed Condemnation at 11320 S. 47th Street Bellevue 68137. (Chief Building Inspector)
    1. Resolution No. 2025-26: Condemning the structure(s) located at 11320 S. 47th Street, Bellevue 68137.
  - b. Show Cause Hearing on the Proposed Condemnation at 1416 Fairfax Road, Bellevue 68005. (Chief Building Inspector)
    1. Resolution No. 2025-27: Condemning the structure(s) located at 1416 Fairfax Road, Bellevue 68005.
15. RESOLUTIONS:
  - a. Resolution 2025-24: A resolution authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2025, verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2025 to December 31, 2025. (City Clerk)

b. Resolution No. 2025-25: Request the Sarpy County Board of Commissioners to cede jurisdiction of Tax Lots 10B and 12C to the City of Bellevue. Applicant: City of Bellevue. (Planning Director)

16. CURRENT BUSINESS:

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

b. Approve the purchase of Cruiser cameras and body cameras from Motorola Solutions for use in the new cruisers and to retrofit older cruisers with the new body cameras, in a price not to exceed \$76,403.29. (Police Chief)

c. Approve and authorize the Mayor to sign the Agreement with Best Cut Lawn Care to replace the retaining wall at the cemetery, in an amount not to exceed \$22,750.00. (Public Works Director)

d. Approve and authorize the Mayor to sign the (3) three Acquisition of Temporary Easement Contracts with Midwest ROW for Whitted Creek 25th Street Project from Lynnwood to Blackhawk for Tracts: 12, 20 & 23, in an amount not to exceed \$8,690.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the Acquisition of Temporary Easement Contract with Midwest ROW for Mission Avenue Reconstruction and Streetscape for Track 9, in an amount not to exceed \$260.00. (Public Works Director)

f. Approve request and authorize the Mayor to sign the Amendment to the Subdivision Agreement for Belle Lago South (SID #325). Applicant: City of Bellevue. (Planning Director)

g. Approve and authorize the Mayor to sign the Third Extension to the Real Estate Broker Services Agreement with CBRE for a one-year term beginning December 22, 2025 through December 21, 2026. (Administration)

h. Approve and authorize the purchase of the New Ventrac 4520 and accessories in an amount not to exceed \$54,612.60. (Public Works Director)

i. Approve and authorize the Mayor to sign the Harley-Davidson Police Motorcycle Lease Agreement with Dillion Brothers to lease six (6) police motorcycles for a four (4) year term ending October 1, 2029, in an amount not to exceed \$109,440.00. (Police Chief)

j. ++Approve and authorize the Mayor to sign the Pipeline Easement Agreement with Trailblazer CO2 Pipeline, LLC., with City receiving an amount of \$25,000.00. (Public Works Director)

k. ++Approve and authorize the Mayor to sign the Notice of Award and the Construction Agreement with Chas. Vrana & Sons for the construction of the Bellevue Entertainment District, Phase I Public Improvement Project, in an amount not to exceed \$2,998,559.98 (upon receipt of the insurance and bonds by the Public Works Dept). (Public Works Director)

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

18. CLOSED SESSION:

19. ADJOURNMENT

# MINUTE RECORD

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11/4/2025

Bellevue City Council Meeting, October 21, 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 October 21, 2025 at 6:00 p.m. Present were Council Members Don Preister, Rich Casey, Julie Collins, and Jerry McCaw. Absent: Thomas Burns and Kathy Welch.

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

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times, 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 Hike led in the Pledge of Allegiance. Pastor Chris Hemmelman, First City Church, 1908 Lloyd Street, provided the invocation.

## OPEN MEETINGS ACT

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

## APPROVAL OF THE AGENDA:

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

## APPROVAL OF THE CONSENT AGENDA:

**Motion** was made by Casey, seconded by Preister, to approve the consent agenda consisting of the following item: Acknowledge receipt of September 9, 2025 Tree Board Minutes; and Approval of the October 7, 2025 City Council Minutes. Roll call vote to approve the consent agenda was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

## APPROVAL OF CLAIMS:

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

## SPECIAL PRESENTATIONS: NONE

## ORGANIZATIONAL MATTERS: NONE

## APPROVED CITIZEN COMMUNICATION: NONE

## LIQUOR LICENSES:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "C" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale, for Varsity Hospitality LLC dba "Varsity Sports Café and Roman Coin Pizza", located at 3504 Samson Way Suites 1-5, Bellevue, NE 68123 and Christopher Lohmeier as Manager; and approval of a temporary operating permit. (City Clerk)

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

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Preister, seconded by Collins, to recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "C" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale, for Varsity Hospitality LLC dba "Varsity Sports Café and Roman Coin Pizza", located at 3504 Samson Way Suites 1-5, Bellevue, NE 68123 and Christopher Lohmeier as Manager; and approval of a temporary operating permit. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an amendment application for Cole Douglas Gordner as manager for Walmart Inc. dba "Walmart 2847" located at 10504 S. 15th Street, Bellevue, NE 68123. (City Clerk)

# MINUTE RECORD

Bellevue City Council Meeting, October 21, 2025, Page 2

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.

**Motion** was made by Casey, seconded by Collins, to recommend approval to the Nebraska Liquor Control Commission (NLCC), an amendment application for Cole Douglas Gordner as manager for Walmart Inc. dba "Walmart 2847" located at 10504 S. 15th Street, Bellevue, NE 68123. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

**Recommend approval to the Nebraska Liquor Control Commission (NLCC), an amendment application for Alishia L. Willis as manager for Walmart Inc. dba "Walmart 3154" located at 2109 Towne Centre Drive, Bellevue, NE 68123.** (City Clerk)

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

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Collins, seconded by Preister, to recommend approval to the Nebraska Liquor Control Commission (NLCC) an amendment application for Alishia L. Willis as manager for Walmart Inc. dba "Walmart 3154" located at 2109 Towne Centre Drive, Bellevue, NE 68123. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

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

**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)

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 25<sup>th</sup> Street, more particularly described in Section 1 of the Ordinance and to provide for an effective date was read for the third and final time.

**Motion** was made by Preister, seconded by McCaw, to approve 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 25<sup>th</sup> Street, more particularly described in Section 1 of the Ordinance and to provide for an effective date. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

## **Small subdivision plat Lots 1 through 3, Michalek Estates.**

**Motion** was made by Collins, seconded by Preister, to approve Small subdivision plat Lots 1 through 3, Michalek Estates. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

## **Waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width of lots over three to one.**

**Motion** was made by Casey, seconded by Collins, to approve Waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width of lots over three to one. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

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

**Ordinance No. 4198: Request to rezone Lot 1 and Outlot A, Mora Acres, being a platting of part of Tax Lots 12 and 13, located in the Southwest ¼ 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. General Location: 1902 Lola Ave.** (Planning Director)

Ordinance No. 4198: 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 1902 Lola Ave. more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

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

# MINUTE RECORD

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Mr. Klancy Peterson, 2637 S. 158<sup>th</sup> Plaza, Suite 110, Omaha, was present on behalf of the applicant to answer any questions.

Councilman Preister requested clarification on the plat. He questioned if the ten acres will be made into a subdivision, and if there will be houses built.

Mr. Peterson advised the ten acres is remaining and belongs to a private individual. The developer is only buying Outlot A to incorporate into the subdivision to the south.

No one else 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 November 4, 2025.

## **Small subdivision plat Lot 1 and Outlot A, Mora Acres. (No Action Required)**

### **Ordinance No. 4199: Request to rezone Lot 6, Tiller's 4th Addition, from BG to RG-8-PS for the purpose of multi-family residential development, with site plan approval. Applicant: Ehrhart Griffin & Associates. General Location: 1724 Wilshire Dr. (Planning Director)**

Ordinance No. 4199: 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 1724 Wilshire Drive more particularly described in Section 1 of the ordinance and to provide and effective date was read for the second time and a public hearing was held.

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

Mr. Brent Beller, 11440 West Center Road, Omaha, was present on behalf of the applicant Great Lakes Capital LLC. He stated there will be an onsite property manager 24/7. He mentioned early in the day he submitted an analysis to the city. The analysis addresses a variety of concerns and questions brought forth. He reminded the City Council from the prior presentation; the plan changed from 120 units to 80 units of work force/affordable housing units. The reason for the change was to get to a parking ratio the city can support of 1.5 to 1 ratio. There will be (39) one-bedroom units, (20) two-bedroom units, (13) three-bedroom units, and (8) four-bedroom units. There will also be 61 underground parking spaces and 59 surface parking spaces, for 120 parking spaces total. It will be a four-level building on top of the garage, five levels if you count the basement. There will be a 625 square foot playground available for children who live in the complex. There will be 5,600 square feet of green space. Mr. Beller advised the State of Nebraska passed the LB866 Affordable Housing Action Plan. The plan basically sets forth the requirements cities in Nebraska are required to meet for the plan. He provided a brief description of the requirements and how cities need to relax zoning standards. Mr. Beller advised this lot has been vacant under the current BG zoning for about 25 years and was on the market for 20-25 years. He provided information on how this lot was looked at by Great Lakes Capital for an affordable housing project and the incentives under NIFA. He provided a map from HUD's website and explained Bellevue has limited areas to develop affordable housing. Mr. Beller described work force housing, explaining it is for individuals making between 60%-80% Area Median Income (AMI). Mr. Beller also stated there will be two entrances to Wall Street. The south side will be the entrance only; the north side will be the exit only. Great Lakes wants to be mindful to the neighbors to the south. Mr. Beller provided a summary from the independent traffic study, indicating the study was based on 96 units, the current proposal is for 80 units. Mr. Beller stated the site is currently listed BG and mentioned there are 96 permitted uses currently allowed, such as a liquor store, fast food restaurant, bowling alley, and hotel. He closed stating that the proposed use is less intense than what could be developed under the current zoning, without City Council approval.

Mr. Gary Vizioli, 7410 Aspect Drive, Granger, IN, Leader of the Affordable Housing Division Team with Great Lakes Capital, explained the housing team has the challenge and responsibility of developing safe, decent, and affordable rental housing with capped rents. He provided a list of occupations that typically rent affordable housing. He addressed the letter from residents of Freedom Village, specifically the safety and security of the residents would be jeopardized. He stated he would be happy to stay after the meeting to talk to residents to discuss why they feel this project would jeopardize their safety. He addressed the concern of where young children will play. He stated there will be a playground on site.

Mr. Larry Mahagan, 1703 Hillcrest Drive, had concerns with emergency vehicle access to Freedom Village and Hillcrest due to an increase in traffic. He has concerns with the increase in traffic, safety in the neighborhood and concerns for the children due to the increase in traffic.

Ms. Rena Appel, 1821 Hillcrest Drive, Apt. 202, has concerns with traffic and its adverse impact with the development.

Ms. Diane Bruce, 13407 South 22<sup>nd</sup> Street, President of Bellevue Chamber of Commerce, mentioned hosting a recent career fair where one item discussed was the difficulty people are having finding affordable housing in Bellevue. She stated she is in support of the development.

Ms. Tanya Gifford, 1009 South Washington Street, Papillion, spoke in support of the development.

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Ms. Tina Lichtenfeld, 400 Black Forest Drive, Papillion, spoke in support of the development.

Dr. Kerri Pillen, 1810 Wilshire Drive, which is her place of business abutting the proposed project. She feels the project should have to follow the same zoning requirements as others. She feels the playground for the children is small. She has concerns with the reduced parking, safety and traffic. She submitted a picture of a please slow down sign in the neighborhood.

Mr. Jim Janicki, 1902 Harlan Drive, was present as one of the owners of Freedom Village and Hillcrest. Mr. Janicki provided a handout for the Council Members and for the record. He stated he is not opposed to development. He commented that affordable housing is necessary in Sarpy County. He believes the zoning requirements need to be followed. He has concerns with the anxiety the development creates for the seniors on how the project will impact their safety, peace, and quality of life. There are also concerns with traffic and parking in the surrounding neighborhood. Zoning requirements exist to provide order and predictability. He stated at 80 units, the project exceeds the intended density of the RG-8 zoning. There are more people and more cars than the zoning allows. He mentioned the developer stated he turned where other projects like this one are located. He would like to see how the projects have worked somewhere else. He would like to have the opportunity to contact local agencies, such as police, to hear their opinions on the developments.

Ms. Elcireyna Warnell, 1018 Parkway Drive, spoke in support of the request.

Mrs. Donna Renner, 1712 Hillcrest Drive, commented she has never seen a plan for the development. She questioned where the building will be, what direction the doors will face, and where the playground will be.

Mrs. Tammi Palm, Planning Director, referenced the site plan in the packet. She stated the front entrance of the building will face Wilshire Drive. The back of the building will be on the west side of the lot. She explained part of this request is site plan approval.

Ms. Carolyn Pospisil, 1207 Kasper Street, was present on behalf of Housing Foundation of Sarpy County. She mentioned the Affordable Housing Plan was very involved and a very time-consuming process. She stated this project is the plan in action. She commented if this development isn't Affordable Housing, then she doesn't know what is. She stated she is in support of the development.

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

Mayor Hike declared the public hearing closed.

Councilman Casey thanked the developer for the detailed information in the document sent to the Council Members early in the day. He referred Mr. Janicki's comment regarding the document and inquired if that is something the developer would be willing to share.

Mr. Beller commented it was submitted as part of the public record now, so it can be shared.

Councilman Casey mentioned at a previous City Council meeting, Mr. Beller presented a copy of Bellevue's Affordable Housing Action Plan. He mentioned Mr. Beller stated per the plan and the Future Land Use Map the proposed lot is RG-8. The property is currently zoned BG and in the Future Land Use Map it is zoned commercial and not RG-8. Mr. Beller explained it is in the housing report, Exhibit A. He identified the map in the housing report, noting the site is allocated as RG-8. The Future Land Use Map indicates a different zoning.

Councilman Casey mentioned the Comprehensive Plan does recommend infill development where it is compatible. He commended the plan of the development but struggles with compatibility.

Councilman Casey requested clarification of the number of bedrooms units. Mr. Beller stated there will be 80 units. He mentioned earlier there will be (39) one-bedroom units, (20) two-bedroom units, 13 three-bedroom units, and (8) four-bedroom units. There are actually (20) one-bedroom, (39) two-bedroom, (13) three-bedroom, and (8) four-bedroom units.

Councilman Casey requested clarification there will be 24/7 management on site. Mr. Beller replied yes.

Councilman Casey questioned if there will be any exterior patios or decks.

Mrs. Palm explained the site plan approval does not include elevations. When the plans are submitted, they will need to meet design standards before permits are issued. The renderings have been viewed previously but will be reviewed as part of the permit process.

Mr. Beller explained there are no decks attached to the buildings or amenities attached to the building themselves.

Councilman Casey questioned what the distance on the west side of the building to the retaining wall.

Mrs. Palm replied 15 ½ feet.

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Councilman Casey stated this is one of his main concerns on the project. The wall would be 15 ½ feet tall. The nearby villa's view will consist of a 15-foot retaining wall and a four-story building. This will take away their enjoyment of sitting on their front patio.

Mr. Terry Morrison, 3552 Farnam Street, Erhart Griffin and Associates, explained it is 15 from the building to the property line, and another 16 feet from the property line to the existing retaining wall. Therefore, it is 31 feet from the proposed building to the property line.

Mr. Beller explained this site is available and checks every box in the affordability concept, which is why they are requesting the rezoning.

Councilman Preister questioned if the onsite management's phone number and information will be available to the surround neighbors. Mr. Beller replied yes.

Councilman Preister questioned if communication with the neighbors will continue in the next two weeks before the next City Council meeting. Mr. Beller replied yes.

Mayor Hike explained he is going to have the green room open this evening so discussion may continue with those in attendance that may have questions.

Councilwoman Collins referred to the time LB866 was passed. She questioned if anyone reached out to them or any developer out there. Mr. Beller stated no. He explained NIFA has standards, and all developers need to follow those standards. He stated they followed requirements outlined by NIFA to get incentives.

Councilman Collins mentioned she previously attended a work force development committee meeting in June 2025. She noted college students graduating with degrees stated they could not afford to live in the state.

Mr. Nick Goedel, 3493 120<sup>th</sup> Avenue, Carlisle, Iowa stated in the interest of transparency, at one point they committed to 24/7 manager on site. With the reduction in units, there will no longer be 24/7 property management on site living. There will be a daily presence with an office there and there will be someone on call 24/7.

Mayor Hike questioned if the zoning is approved what else will need to come in front of the City Council for approval. Mrs. Palm explained on November 4<sup>th</sup> there will be two votes. The vote for the text amendment allowing them to go to 80 units. That would clear the way to get approval on the zoning and site plan. If they get approval on the site plan, that is what they will have to construct. The only thing that does not have to go in front of City Council is the architectural design of the building which will be reviewed as part of the building permit process.

Mayor Hike stated Bellevue doesn't have a lot of land with the military base and floodplain. The little land there is in Bellevue needs to be utilized and developed properly.

Mayor Hike stated the third reading will be heard at the Council meeting on November 4, 2025.

## **ORDINANCES FOR INTRODUCTION (1st reading): NONE**

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

**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 South.** (Planning Director)

Mrs. Tammi Palm, Planning Director, explained she received an email from the applicant's legal counsel stating the applicant withdrew his request.

**Request to final plat Lots 1 through 7, and Outlots A & B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and part of the Northeast 1/4 of the Southwest 1/4 north of the road, all located in the Southwest 1/4 of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Quail Crossing LLC. General location: South 42nd Street and Hwy 370.** (Planning Director)

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

Mr. Kyle Vohl, 10909 Old Mill Road, Omaha, E & A Consulting Group, was present on behalf of the applicant to answer any questions.

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Casey, seconded by Collins, to approve a request to final plat Lots 1 through 7, and Outlots A & B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and part of the Northeast 1/4 of the Southwest 1/4 north of the road, all located in the Southwest 1/4 of Section 32, T14N, R13E of the 6th

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P.M., Sarpy County, Nebraska. Applicant: Quail Crossing LLC. General location: South 42nd Street and Hwy 370. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

**Approve and authorize the Mayor to sign the Development Agreement with Quail Crossing, LLC.**  
(Planning Director)

**Motion** was made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign the Development Agreement with Quail Crossing, LLC. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

**RESOLUTIONS: NONE**

**CURRENT BUSINESS:**

**Approve purchase of a new Med Unit to replace Medic 42 from North Central Emergency Vehicles, in an amount not to exceed \$379,864.00. (Most likely delivered after this fiscal year)** (Fire Chief)

**Motion** made by Collins, seconded by McCaw, to approve purchase of a new Med Unit to replace Medic 42 from North Central Emergency Vehicles, in an amount not to exceed \$379,864.00. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

**Approve purchase and authorize the Mayor to sign Quote from Leisure Life Sports 2025 Can-Am UTV, in an amount not to exceed \$24,499.00.** (Fire Chief)

**Motion** made by Casey, seconded by McCaw, to approve purchase and authorize the Mayor to sign Quote from Leisure Life Sports 2025 Can-Am UTV, in an amount not to exceed \$24,499.00. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

**Approve purchase of one (1) 2026 Ford Expedition to replace 2011 Chevy Tahoe, from Anderson Auto Group, in an amount not to exceed \$60,755.00.** (Fire Chief)

**Motion** made by Collins, seconded by McCaw, to approve purchase of one (1) 2026 Ford Expedition to replace 2011 Chevy Tahoe, from Anderson Auto Group, in an amount not to exceed \$60,755.00. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

**Approve and authorize the Mayor to sign the quote from Federal Signal Safety and Security Systems to replace the fire sirens at District One Fire Station and in College Heights, in an amount not to exceed \$67,911.00.** (Fire Chief)

**Motion** made by Collins, seconded by McCaw, to approve and authorize the Mayor to sign the quote from Federal Signal Safety and Security Systems to replace the fire sirens at District One Fire Station and in College Heights, in an amount not to exceed \$67,911.00. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

**Approve the purchase from Cerris Systems the Digital HVAC Control Systems at 1500/1510 Wall Street, in an amount not to exceed \$285,250.00.** (Public Works Director)

**Motion** made by McCaw, seconded by Collins, to approve the purchase from Cerris Systems the Digital HVAC Control Systems at 1500/1510 Wall Street, in an amount not to exceed \$285,250.00. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

**Approve and authorize the Mayor to sign Change Order #2 with SAK Construction for the Olde Towne CIPP Rehabilitation Package, in an amount not to exceed \$94,347.50.** (Public Works Director)

**Motion** made by Preister, seconded by Casey, to approve and authorize the Mayor to sign Change Order #2 with SAK Construction for the Olde Towne CIPP Rehabilitation Package, in an amount not to exceed \$94,347.50. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

**Approve and authorize the Mayor to sign the Agreement with RJN Group Inc. for Professional Engineering Service on Geographic Information System (GIS) Upgrades and to provide field confirmation on Sewersheds B & C, in an amount not to exceed \$290,000.00.** (Public Works Director)

**Motion** made by Preister, seconded by Collins, to approve and authorize the Mayor to sign the Agreement with RJN Group Inc. for Professional Engineering Service on Geographic Information System (GIS) Upgrades and to provide field confirmation on Sewersheds B & C, in an amount not to exceed \$290,000.00.

# MINUTE RECORD

Bellevue City Council Meeting, October 21, 2025, Page 7

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

**Approve and authorize the Mayor to sign the Proposal from Best Cut Lawn Care Inc. on concrete work to be done at 1510 Wall Street, in an amount not to exceed \$58,047.00.** (Public Works Director)

**Motion** made by Preister, seconded by Casey, to approve and authorize the Mayor to sign the Proposal from Best Cut Lawn Care Inc. on concrete work to be done at 1510 Wall Street, in an amount not to exceed \$58,047.00. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

**Approve and authorize the Mayor to sign the (3) three Acquisition of Temporary Easement Contracts with Midwest ROW for Mission Ave. Reconstruction and Streetscape for Tracks 13, 15, and 16, for an amount not to exceed \$910.00.** (Public Works Director)

**Motion** made by Collins, seconded by Preister, to approve and authorize the Mayor to sign the (3) three Acquisition of Temporary Easement Contracts with Midwest ROW for Mission Ave. Reconstruction and Streetscape for Tracks 13, 15, and 16, for an amount not to exceed \$910.00.

Councilman Casey mentioned he had heard from one of the residents listed, the project has been pushed back for a year.

Mr. David Goedken, Public Works Director, mentioned there are some utility conflicts causing delays. He doesn't believe it will be a year.

Councilman Casey mentioned the residents concern is the price to replace their fence may increase due to the delay. Mr. Goedeken replied he will take that into consideration.

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

**Approve and authorize the Mayor to sign (4) four Acquisition of Temporary Easement Contracts with Midwest ROW for Whitted Creek 25th Street Project from Lynnwood to Blackhawk for Tracks 6, 14, 22, and 26, for an amount not to exceed \$13,640.00.** (Public Works Director)

**Motion** made by Collins, seconded by McCaw, to approve and authorize the Mayor to sign (4) four Acquisition of Temporary Easement Contracts with Midwest ROW for Whitted Creek 25th Street Project from Lynnwood to Blackhawk for Tracks 6, 14, 22, and 26, for an amount not to exceed \$13,640.00.

Councilman Casey apologized it was the Whitted Creek project he was referring to, not the previous item. Mr. Goedeken mentioned he is unaware of any delays and will follow up with Midwest Right-of-Way.

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

**Approve and authorize the Mayor to sign proposals with SEI to replace aged cameras at Fire Districts 1, 2, 3, 4 and Training Site, in an amount not to exceed \$115,483.00.** (Fire Chief)

**Motion** made by McCaw, seconded by Collins, to approve and authorize the Mayor to sign proposals with SEI to replace aged cameras at Fire Districts 1, 2, 3, 4 and Training Site, in an amount not to exceed \$115,483.00. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

**Approve purchase of (60) sixty licenses from Police Narrative A1 for a year beginning October 25, 2025 through October 25, 2026, in an amount not to exceed \$21,595.80.** (Capt. Melvin/Police Dept.)

**Motion** made by Collins, seconded by Preister, to approve purchase of (60) sixty licenses from Police Narrative A1 for a year beginning October 25, 2025 through October 25, 2026, in an amount not to exceed \$21,595.80. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

**Approve and authorize the Mayor to sign a Quote from Motorola Solutions to purchase (24) portable police radios & accessories for the Police Dept., in an amount not to exceed \$199,651.20.** (Police Department)

**Motion** made by Collins, seconded by Preister, to approve and authorize the Mayor to sign a Quote from Motorola Solutions to purchase (24) portable police radios & accessories for the Police Dept., in an amount not to exceed \$199,651.20. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, October 21, 2025, Page 8

**Approve and authorize the Mayor to sign the Agreement with Samsara/Carahsoft Technology Corp. for an integrated platform & hardware solution, in an amount not to exceed \$545,564.60 over a 5-year term (1st year - \$45,342.55). (City Administrator) Staff is requesting an amendment to the agreement to reflect parties' understanding.**

Ms. Aimee Bataillon, City Attorney, explained after the agenda was amended with the agreement, the most recent amended agenda, the parties' reached a subsequent agreement regarding a couple of provisions relating to indemnification. For the record the parties' agreement would be in Section 10.3 removal of the second full paragraph, Section 10.3 and move that to a new section, Section 19.2. Then Section 18.2 would be amended to add the following language to the last line: "Provided that in no event shall Samsara's liability arising out of or in connection with a breach of its indemnification obligations under Section 19.2 exceed two times (2X) the amounts customer has paid to Samsara during the twelve (12) months preceding the event giving rise to the damage." Ms. Bataillon stated if the City Council is willing to allow those amendments to the agreement, so they are reflected in the final agreement, there would need to be a motion to amend the agreement to reflect the items just mentioned, with a second.

Mayor Hike questioned if the maximum amount of damage is twice the amount paid. Ms. Bataillon replied correct, in the preceding twelve-month period.

**Motion** made by Preister, seconded by McCaw, to approve the amendment as previously stated by the City Attorney.

Councilman Casey requested clarification on the amendment. Ms. Bataillon explained it means Samsara has asked that they will indemnify the city, should the city's information that it provided is misused. If the city incurs damages for that, Samsara will pay or cover an amount that is twice the amount of what the city has previously paid in a 12-month period. For example, if the city has paid \$15,000 in the first year and the city is exposed to liability for misuse of information, collected by Samsara, then the city would only be able to collect from Samsara twice the amount, which would be \$30,000.00. Stating Samsara would be responsible for the first \$30,000.00.

Councilman Casey questioned what a misuse would be. Ms. Bataillon stated if they did not follow the terms of the agreement as it relates to how it maintains or uses the data that it collects.

Councilwoman Collins questioned if this is more a privacy issue or if someone there would misuse the information. Ms. Bataillon stated an example may be if there is a breach in security protocols that Samsara maintains and an individual comes to the city, holding the city responsible for it. The city would look to Samsara and Samsara would provide protection to the city to a certain cap. The amount would be whatever the city has paid in the last 12 months to Samsara times two. Discussion followed.

Councilman Preister mentioned this is more in the best interest in the provider with a limitation on cap on their liability. Ms. Bataillon clarified there will be a cap for Samsara.

Mr. Jason Tordoff, Assistant Finance Director, explained the city has a cyber security insurance policy of \$3,000,000.00 with he believes a deductible of \$15,000.00, but would need to review the plan policy to confirm the deductible amount. The city is working with FNIC to make sure there are no biometric clauses within the contract that might interfere with the insurance policy.

Councilman Preister questioned Mr. Tordoff if he is comfortable with it. Mr. Tordoff replied yes. Councilman Preister commented his concern is to look out for the taxpayers and the city, not the provider. Conversation ensued.

Councilman Preister questioned how Samsara will control data breaches from outside their company.

Mr. Matt Lema, 2509N Curtis Way, Sacramento, California, addressed the terms of data. Explaining the city oversees their own data and there are no external users. Explaining how the customization works.

Councilman Preister clarified the extent of the amendment is dealing with the cap. He wants to make sure everything in the amendment is clarified. He said the City Council doesn't have the opportunity to see the amendment to be clear on what they are doing.

Mayor Hike stated the request makes it sound like it was always the intent but wasn't in the contract.

Ms. Bataillon explained there was an agreement between the parties last week in principle. Samsara had their attorneys review it and they proposed the cap. A confirmation in principle between the parties was not received until later Monday evening so the agenda could not be amended under the Open Meetings Act.

Councilman Preister questioned if the cap is the only component in the amendment because he had thought Ms. Bataillon read two different sections in the proposed amendment. He is requesting clarification on what they are voting on. Ms. Bataillon confirmed the cap is the only amendment in the agreement. There is a movement of one section to another. The only new piece is the cap.

# MINUTE RECORD

Bellevue City Council Meeting, October 21, 2025, Page 9

Mayor Hike questioned Mr. Lema if that is standard in Samsara contracts. Mr. Lema replied yes, it is typical. Samsara cannot do uncapped. He explained with the negotiation with the City of Bellevue, they did go to the times two. Discussion followed.

Councilman Preister confirmed Finance is okay with this. Mr. Tordoff replied yes because of the cyber security insurance on the back end in case there is a claim over the two times the limit.

Councilman Casey questioned Mr. Lema how long Samsara has been in business. Mr. Lema replied over ten years. Councilman Casey questioned if he is aware of any breaches in the ten years. Mr. Lema stated he is not aware of any breaches. Councilman McCaw stated this seems very last minute and makes him nervous. He is more apt to continue the item.

Councilwoman Collins questioned if there is a point the city's cyber insurance does not kick in. Mr. Tordoff replied he would rely on the indemnification on Samsara's contract to kick in first. Then anything over that amount goes to the city's cyber insurance policy. There is a \$3,000,000 limit. Discussion followed.

Councilwoman Collins questioned if there has been discussion with the city's cyber insurance company. Mr. Tordoff explained they are in the process of that. They are looking into the biometric clauses to make sure the insurance company cannot come back on that. The city is trying to get confirmation on that piece. Councilwoman Collins questioned should they wait until they have the confirmation from the insurance company. Mr. Tordoff replied he has a feeling it should be covered by relying on the long-standing relationship the city has with FNIC. He understands the City Council's position on doing what is right for the taxpayers. He does feel comfortable with everything with Samsara.

Councilman Preister commented he sees great value with what it brings to the city. The sooner they do it, the better. However, the sooner they do it with a comfort level factoring in, the better. The City Council did receive a letter of concern from some city employees.

Mr. Tordoff reiterated this is a great software being brought to the City of Bellevue. The transparency the city will be able to provide to the taxpayers is tremendous. The snowplow maps provide where the snow blows will be. Samsara does a great job of providing safety protocols.

Mr. Lema mentioned he wants to deliver transparency to the city. He explained they ran a ninety-day trial in the city. The snow removal maps are a huge asset.

Councilman Preister stated the efficiency component adds to dollars saved.

Mr. Tordoff stated there has been a bunch of analysis on this and the city will save money.

Mr. Lema commented the city already has software in place. The language is very common in the contract and is standard language.

Councilman Casey commented he believes this will be a huge benefit to the city. He questioned whether there are any issues or concerns with delaying this item for two weeks.

Mr. Lema stated the proposed contract presents a significant discount.

Mr. Tordoff stated his understanding is the contract needs to be approved before October 31, 2025 or the city loses the discount.

Councilwoman Collins referred to the MOU received yesterday and how this will affect the amendment.

Mr. Jim Ristow, City Administrator, explained that a couple of the unions have concerns with the inward facing cameras. Mr. Ristow stated the inward cameras will be capped off. The inward cameras used in the trial showed seat belt violations and cell phone usage. He stated the cell phone policy will need to be reviewed. Many of the employees communicate on text and calls to orchestrate work duties. Mr. Ristow stated the focus is on the outward-bound cameras. He advised there are roughly 30 claims a year on snowplow damage and there is no visual damage to prove the city took mailboxes out.

Mr. Tordoff commented the city did not take into consideration the impact this would have on the unions and partners in the city.

Councilwoman Collins questioned if every city vehicle would have the cameras. Mr. Ristow replied every vehicle, except police because they have their own, and the Fire Department. The Fire Department will be a different discussion. Discussion followed.

Councilman McCaw commented he is 100% in favor of the product, his concern was with the amendment. If Legal and Finance are good with the amendment, then he is comfortable with it.

Councilman Preister confirmed only the outside cameras will be used, and the inside cameras will be capped until some internal issues are addressed. Mr. Ristow replied correct. The internal cameras will not be active at this time. Conversation ensued.

# MINUTE RECORD

Bellevue City Council Meeting, October 21, 2025, Page 10

Councilman Casey questioned what other cities in Nebraska are using the system. Mr. Tordoff stated Omaha, LaVista, Beatrice, and Gretna. Discussion followed.

Councilwoman Collins questioned if there is a price difference capping off one camera. Mr. Tordoff stated the thought is to buy dual cameras, work through internal issues, and eventually work on taking the cap off the internal camera.

Mayor Hike stated he trusts his staff and if this comes to a tie he is voting for it.

A member of the audience requested the item be open for public hearing. Ms. Battalio stated a pending motion is on the table and should be voted on before opening the matter for public hearing.

**Motion** made by Preister, seconded by McCaw, to approve the amendment as Ms. Bataillon previously stated for the record, "The parties' agreement would be in Section 10.3 removal of the second full paragraph, Section 10.3 and move that to a new section, Section 19.2. Then Section 18.2 would be amended to add the following language to the last line: "Provided that in no event shall Samsara's liability arising out of or in connection with a breach of its indemnification obligations under Section 19.2 exceed two times (2X) the amounts customer has paid to Samsara during the twelve (12) months preceding the event giving rise to the damage." Roll call vote to approve the amendment was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

**Motion** made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign the Agreement with Samsara/Carahsoft Technology Corp. for an integrated platform & hardware solution, in an amount not to exceed \$545,564.60 over a 5-year term (1st year - \$45,342.55) as amended per Ms. Bataillon's statement on the record.

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

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

Mrs. Angela Curry, 13104 South 24<sup>th</sup> Street, was present on behalf of Bellevue Professional Management Association (BPMA). She explained she sent an email to all City Council members on behalf of two unions. She is speaking tonight on behalf of BPMA. She advised the union has concerns with not being included on the initial discussion of the Samsara product. Since sending the email, several other discussions have occurred, and the union was still not included. The union wants to be included, heard, and have the same opportunity as everyone else to receive the same information. She is requesting the item be held over, to allow this item to be discussed with the union members. The union cannot say if they are fine with this product, until there is a meeting with the members.

Councilman Preister stated his understanding is the concern is with the inside cameras. He questioned if there are other concerns. He stated the capping on the inside cameras will be done. He stated he has concerns with losing the discount.

Mrs. Curry explained in a meeting several weeks ago, she questioned if this could be held over and not be discussed on the October 21<sup>st</sup> council meeting, unless there was a reason to push this item through so quickly. She was advised there was no reason for that. Then when she continued to ask when it would go to City Council, she was told it might go October 21<sup>st</sup>. She explained she was told during that meeting she would receive information to give to her members. She was told Samsara works with other cities, and understands the process, therefore there is no rush. Now tonight, for the first time, she is hearing there is a rush. There has been no union meeting because they have no information to provide to the members or discuss with them. She would like to have the opportunity to hold a meeting with the union members.

Mr. Ristow stated Roger Cox is the President of the BPMA Union and Tom Woodward for his union. He stated Tom Woodward signed off on it for his union. Conversations have taken place with Roger Cox. Mr. Cox was advised the inward cameras would be capped and he did not have a problem with that. Mr. Ristow stated it is not a fair representation to say they have not talked to the unions. Mrs. Curry replied today is the first day. Mr. Ristow replied maybe with her, but Mr. Cox and Mr. Woodward were involved in the discussions. Discussion followed.

Councilwoman Collins asked Samsara if they would be willing to honor the discount if the item was tabled until November 4<sup>th</sup>.

Mr. Lema advised this is beyond his level. He explained the discount is for the cameras to keep discussion going for the internal cameras. The caps are completely free while the city works through the inward camera situation.

Councilman Casey questioned if the four-day difference is truly an issue. Mr. Lema advised again he would have to go back to leadership to see if they would honor the discount.

Councilman Casey questioned Mrs. Curry how quickly a meeting with her union could be scheduled. Mrs. Curry stated she would send an email out immediately to try to set up something for next week. She mentioned she still does not have any information to provide her union.

# MINUTE RECORD

Bellevue City Council Meeting, October 21, 2025, Page 11

Mr. Don Gifford, 10111 South 11<sup>th</sup> Street, stated he is representing the firefighters of Bellevue. He mentioned the Fire Department is not included at this time. He explained to the City Council this item would need to be included as part of the collective bargain agreement item. This is something that needs to be bargained as a condition of employment, whether the cameras are inward or outward.

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

Mayor Hike declared the public hearing closed.

**Motion** made by Casey, seconded by Collins, to delay until November 4, 2025 allowing the unions the opportunity to meet and discuss the Agreement with Samsara/Carahsoft Technology Corp. for an integrated platform & hardware solution, in an amount not to exceed \$545,564.60 over a 5-year term (1st year - \$45,342.55) as amended.

Councilman Preister questioned if two weeks would be enough time to negotiate collective bargaining agreements. How would that process work.

Ms. Battalion advised if the City Council approves the agreement tonight, November 4<sup>th</sup>, or any subsequent meeting, the city has indicated they are still going to engage in bargaining with the unions on how this is implemented and how it affects the collective bargaining members. The issue would become how long is it going to take for that to happen. If the council approves the agreement tonight, there is purchase of equipment and services that may not be able to be implemented until the discussions with the unions are held. If the City Council approves the agreement November 4<sup>th</sup>, same scenario. Discussion followed.

Mr. Ristow explained the CEAB Union would need to have a discussion. He stated it is in the management rights to add this equipment for safety purposes. The delay is with the inward facing which is the most problematic and could be discussion for the collective bargaining agreement. He explained that the Fire Department is excluded because of HIPPA Violations. Conversation ensued.

Roll call vote to delay until November 4, 2025 was as follows: Casey and Collins, voting yes; Preister and McCaw voting no; none; abstain: none; absent: Burns and Welch. Mayor broke the tie voting no. Motion failed.

Roll call vote to approve the motion "to approving and authorizing the Mayor to sign the Agreement with Samsara/Carahsoft Technology Corp. for an integrated platform & hardware solution, in an amount not to exceed \$545,564.60 over a 5-year term (1st year - \$45,342.55) as amended which would be in Section 10.3 removal of the second full paragraph, Section 10.3 and move that to a new section, Section 19.2. Then Section 18.2 would be amended to add the following language to the last line: "Provided that in no event shall Samsara's liability arising out of or in connection with a breach of its indemnification obligations under Section 19.2 exceed two times (2X) the amounts customer has paid to Samsara during the twelve (12) months preceding the event giving rise to the damage" was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

## **Approve and authorize the Mayor to sign the Consent to Collateral Assignment of Tax Increment Note and Redevelopment Agreement with MRES Ascend Holdings LLC. (Legal)**

**Motion** made by Collins, seconded by McCaw, to approve and authorize the Mayor to sign the Consent to Collateral Assignment of Tax Increment Note and Redevelopment Agreement with MRES Ascend Holdings LLC. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

## **Approval renewal of the employee's insurance plan and premiums for 2026. (HR Director)**

Mr. Jim Garbina, 14010 FNB Parkway # 300, Omaha, was present to answer questions.

Councilman Preister questioned what can be done in terms of wellness to reduce the premium and to continue to reduce cost.

Mr. Garbina explained wellness is a critical facet and it is difficult to show metrics from those. The city has long duration employees. One of the challenges is the aging of the population. He stated every employer in the community is facing increases. Having annual checkups help reduce claims.

**Motion** made by Collins, seconded by McCaw, to approve renewal of the employee's insurance plan and premiums for 2026. Roll call vote to approve the motion was as follows: Preister, Casey, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Burns and Welch. Motion carried.

**ADMINISTRATION REPORTS: Comments must be limited to items on the current reports. (October report will be attached to the November 4<sup>th</sup> Council Packet)**

**CLOSED SESSION: NONE**

# MINUTE RECORD

Bellevue City Council Meeting, October 21, 2025, Page 12

## ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Colins, seconded by McCaw, the meeting was adjourned at 9:16 p.m.

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

\_\_\_\_\_  
Susan Kluthe, City Clerk

\_\_\_\_\_  
Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the City Council on October 21, 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.  
11/4/2025

## CLAIMS FOR 2025/11/04 COUNCIL MEETING

PAGE 1

### CITY ADMINISTRATOR

|  |  |                    |
|--|--|--------------------|
| BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY | 2025/11/12 LEADERSHIP BELLEVUE GRADUATIONS | 175.00             |
| EMPLOYEE BENEFITS SYSTEM                   | 2025/10/31M HEALTH INSURANCE               | 3,938.16           |
| HEARTLAND NATURAL GAS LLC                  | 2025/08/28-2025/09/30 BHE307746            | 95.25              |
| METROPOLITAN UTILITIES DIST                | 2025/09/05-10/06 MONTHLY SERVICE           | 27.40              |
| OMAHA PUBLIC POWER DISTRICT                | 2025/09/11-10/10 MONTHLY SERVICE           | 491.80             |
|  |  | <u>\$ 4,727.61</u> |

### CITY COUNCIL

|              |                            |                  |
|--------------|----------------------------|------------------|
| DON PREISTER | 2025/07 REIMB FOR INTERNET | 55.00            |
| DON PREISTER | 2025/08 REIMB FOR INTERNET | 55.00            |
| DON PREISTER | 2025/09 REIMB FOR INTERNET | 55.00            |
|              |                            | <u>\$ 165.00</u> |

### LEGAL SERVICES

|                               |                                  |                    |
|-------------------------------|----------------------------------|--------------------|
| CAPITAL BUSINESS SYSTEMS, INC | 2025/09/07-10/06 COPIER EXPENSE  | 31.15              |
| EMPLOYEE BENEFITS SYSTEM      | 2025/10/31M HEALTH INSURANCE     | 4,417.67           |
| HEARTLAND NATURAL GAS LLC     | 2025/08/28-2025/09/30 BHE307746  | 16.81              |
| METROPOLITAN UTILITIES DIST   | 2025/09/05-10/06 MONTHLY SERVICE | 4.83               |
| OMAHA PUBLIC POWER DISTRICT   | 2025/09/11-10/10 MONTHLY SERVICE | 86.79              |
|                               |                                  | <u>\$ 4,557.25</u> |

### CABLE ADVISORY

|                             |                                  |                    |
|-----------------------------|----------------------------------|--------------------|
| EMPLOYEE BENEFITS SYSTEM    | 2025/10/31M HEALTH INSURANCE     | 4,425.20           |
| HEARTLAND NATURAL GAS LLC   | 2025/08/28-2025/09/30 BHE307746  | 84.04              |
| METROPOLITAN UTILITIES DIST | 2025/09/05-10/06 MONTHLY SERVICE | 24.17              |
| OMAHA PUBLIC POWER DISTRICT | 2025/09/11-10/10 MONTHLY SERVICE | 433.94             |
|                             |                                  | <u>\$ 4,967.35</u> |

### CITY CLERK

|                               |                                  |                    |
|-------------------------------|----------------------------------|--------------------|
| CAPITAL BUSINESS SYSTEMS, INC | 2025/08/26-09/25 COPIER EXPENSE  | 142.96             |
| EMPLOYEE BENEFITS SYSTEM      | 2025/10/31M HEALTH INSURANCE     | 2,399.19           |
| HEARTLAND NATURAL GAS LLC     | 2025/08/28-2025/09/30 BHE307746  | 145.67             |
| METROPOLITAN UTILITIES DIST   | 2025/09/05-10/06 MONTHLY SERVICE | 41.90              |
| OMAHA PUBLIC POWER DISTRICT   | 2025/09/11-10/10 MONTHLY SERVICE | 752.16             |
| SHIRLEY HARBIN                | REIMB MILEAGE TO SEACA MEETING   | 26.32              |
|                               |                                  | <u>\$ 3,508.20</u> |

### FINANCE/RISK MANAGEMENT

|                               |                                  |                     |
|-------------------------------|----------------------------------|---------------------|
| AGRISOMPO NORTHAMERICA        | CROP INSURANCE FY 2025 BALALCE   | 1,384.00            |
| CAPITAL BUSINESS SYSTEMS, INC | 2025/09/09-10/08 COPIER EXPENSE  | 19.33               |
| EMPLOYEE BENEFITS SYSTEM      | 2025/10/31M HEALTH INSURANCE     | 9,405.05            |
| HEARTLAND NATURAL GAS LLC     | 2025/08/28-2025/09/30 BHE307746  | 123.26              |
| SCOTT HOUGHTALING             | REIMB EXPENSES FOR CONFERENCE    | 1,644.70            |
| INDOFF, INC                   | 10 CASES OF COPY PAPER           | 459.90              |
| METROPOLITAN UTILITIES DIST   | 2025/09/05-10/06 MONTHLY SERVICE | 35.45               |
| OMAHA PUBLIC POWER DISTRICT   | 2025/09/11-10/10 MONTHLY SERVICE | 636.44              |
| RED WING BUSINESS ADVANTAGE   | SAFETY SHOES (10 EMP)            | 1,984.49            |
|                               |                                  | <u>\$ 15,692.62</u> |

# MINUTE RECORD

## CLAIMS FOR 2025/11/04 COUNCIL MEETING

PAGE 2

### LIBRARY

|                               |  |                     |
|-------------------------------|--|---------------------|
| AMERICAN LIBRARY ASSOCIATION  | 2026 MEMBERSHIP DUES                             | 617.00              |
| AOI CORPORATION               | DEPOSIT INVOICE FOR ORDER 31267 (50%) -<br>TABLE | 2,041.81            |
| CAPITAL BUSINESS SYSTEMS, INC | 2025/12/02-2026/03/01 COPIER EXPENSE             | 541.78              |
| CAPITAL BUSINESS SYSTEMS, INC | 2025/09/10-10/09 COPIER EXPENSE                  | 226.45              |
| CENTER POINT LARGE PRINT      | LARGE PRINT BOOKS                                | 95.88               |
| CENTURY LINK                  | 2025/10/11-11/10 MONTHLY SERVICE                 | 148.72              |
| CITY OF BELLEVUE-LIBRARY      | 2025/06/21 PURCHASE OF BRACKET SIGN<br>HOLDER    | 22.70               |
| COX BUSINESS SERVICES         | 2025/10/09-11/08 MONTHLY SERVICE                 | 410.00              |
| EMPLOYEE BENEFITS SYSTEM      | 2025/10/31M HEALTH INSURANCE                     | 8,726.30            |
| INGRAM LIBRARY SERVICES LLC   | BOOKS  | 2,971.34            |
| RUFF WATERS, INC              | 2025/09/30M AQUARIUM MAINTENANCE &<br>NEW STOCK  | 192.00              |
|                               |  | <u>\$ 15,993.98</u> |

### ADMINISTRATIVE SERVICES/PERSONNEL

|                             |   |                     |
|-----------------------------|---|---------------------|
| COLUMN SOFTWARE, PBC        | LEGAL AD                                  | 9.27                |
| EMPLOYEE BENEFITS SYSTEM    | 2025/10/31M HEALTH INSURANCE              | 10,374.31           |
| HEARTLAND NATURAL GAS LLC   | 2025/08/28-2025/09/30 BHE307746           | 95.25               |
| METROPOLITAN UTILITIES DIST | 2025/09/05-10/06 MONTHLY SERVICE          | 27.40               |
| OMAHA PUBLIC POWER DISTRICT | 2025/09/11-10/10 MONTHLY SERVICE          | 491.80              |
| PRECISE MRM LLC             | 2025/09/30 M FLAT DATA PLAN               | 115.00              |
| UKG INC                     | PAYROLL USAGE OVERAGE FEE-<br>2025/09/30M | 905.98              |
|                             |   | <u>\$ 12,019.01</u> |

### CODE ENFORCEMENT

|                               |  |                     |
|-------------------------------|--|---------------------|
| ALL ABOUT TREES               | REMOVE DEAD LIMBS-7402 ARROWROCK DR                  | 325.00              |
| BELLEVUE PRINTING COMPANY     | PRINT Q-NOTICES, TOW NOTICES,<br>ENVELOPES           | 1,671.23            |
| CAPITAL BUSINESS SYSTEMS, INC | 2025/08/10-09/09 COPIER EXPENSE                      | 164.27              |
| CAPITAL BUSINESS SYSTEMS, INC | 2025/09/10-10/09 COPIER EXPENSE                      | 162.24              |
| CROW LAWN CARE LLC            | 2025/09/11-10/02 CODE CLEAN UP AND<br>MOWING         | 4,400.00            |
| EMPLOYEE BENEFITS SYSTEM      | 2025/10/31M HEALTH INSURANCE                         | 9,228.70            |
| HEARTLAND NATURAL GAS LLC     | 2025/08/28-2025/09/30 BHE195089                      | 1.22                |
| METROPOLITAN UTILITIES DIST   | 2025/09/05-10/06 MONTHLY SERVICE                     | 21.53               |
| MOTOROLA SOLUTIONS, INC       | 2025/10/30-2026/10/29 VIDEO MANAGER                  | 2,475.00            |
| OMAHA PUBLIC POWER DISTRICT   | 2025/09/11-10/10 MONTHLY SERVICE                     | 169.44              |
| TIM ROSE TREE SERVICE         | REMOVE ASH TREE-1009 BEA CIR                         | 289.00              |
| TIM ROSE TREE SERVICE         | REMOVE DEAD TREE-206 W 20TH AVE                      | 399.00              |
| TIM ROSE TREE SERVICE         | REMOVE HANGING BRANCH-SUTLEY CIR &<br>ANCHOR MILL DR | 399.00              |
| TRAVELERS                     | 2025/09/30M PAID LOSS RECOVERY                       | 66.00               |
|                               |  | <u>\$ 19,771.63</u> |

### PUBLIC WORKS

|                             |  |                     |
|-----------------------------|--|---------------------|
| ALFRED BENESCH & COMPANY    | BPW 240122-GOOGLE FIBER INSTALLATION                   | 7,012.80            |
| ALFRED BENESCH & COMPANY    | BPW 250118-MS4 PERMITTING SERVICES<br>2025/09/15-10/19 | 516.08              |
| EMPLOYEE BENEFITS SYSTEM    | 2025/10/31M HEALTH INSURANCE                           | 5,658.60            |
| HEARTLAND NATURAL GAS LLC   | 2025/08/28-2025/09/30 BHE195089                        | 2.04                |
| HGM ASSOCIATES INC          | BRIDGE INSPECTIONS THRU 2025/03/15                     | 392.31              |
| JEO CONSULTING GROUP, INC   | BPW 250113-PCSMP REVIEWS THRU<br>2025/10/03            | 5,387.50            |
| METROPOLITAN UTILITIES DIST | 2025/09/05-10/06 MONTHLY SERVICE                       | 36.16               |
| OLSSON ASSOCIATES           | BPW 240802-BELLEVUE WATER PARK                         | 12,339.82           |
| OMAHA PUBLIC POWER DISTRICT | 2025/09/11-10/10 MONTHLY SERVICE                       | 284.55              |
| PRECISE MRM LLC             | 2025/09/30 M FLAT DATA PLAN                            | 92.00               |
|                             |  | <u>\$ 31,721.86</u> |

# MINUTE RECORD

## CLAIMS FOR 2025/11/04 COUNCIL MEETING

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### PARKS

|                                   |  |                     |
|-----------------------------------|--|---------------------|
| A-RELIEF SERVICES                 | 2025/09/22-10/19 PORTABLE RESTROOMS-BICYCLE CLUB | 103.00              |
| A-RELIEF SERVICES                 | 2025/09/22-10/19-PORTABLE RESTROOMS HAWORTH PARK | 103.00              |
| A-RELIEF SERVICES                 | 2025/09/14-10/11 PORTABLE RESTROOMS-SWANSON PARK | 199.00              |
| BIG RED LOCKSMITHS                | 23 DISK PADLOCKS-ASPEN PARK                      | 1,035.00            |
| COX BUSINESS SERVICES             | 2025/10/31M MONTHLY SERVICE                      | 107.39              |
| CROWLAWN CARE                     | PARK MOWING                                      | 5,428.80            |
| DAKOTA PLAYSCAPES                 | ROPE NET FOR FENCE-WASHINGTON PARK               | 1,206.64            |
| EMPLOYEE BENEFITS SYSTEM          | 2025/10/31M HEALTH INSURANCE                     | 8,007.37            |
| HD SUPPLY formerly Home Depot Pro | JANITORIAL SUPPLIES                              | 296.87              |
| HEARTLAND NATURAL GAS LLC         | 2025/08/28-2025/09/30 BHE697770                  | 4.77                |
| METROPOLITAN UTILITIES DIST       | 2025/09/05-10/06 MONTHLY SERVICE                 | 1,848.23            |
| METROPOLITAN UTILITIES DIST       | 2025/09/06-10/07 MONTHLY SERVICE                 | 63.27               |
| METROPOLITAN UTILITIES DIST       | 2025/09/10-10/06 MONTHLY SERVICE                 | 47.44               |
| METROPOLITAN UTILITIES DIST       | 2025/09/10-10/08 MONTHLY SERVICE                 | 177.98              |
| OMAHA PUBLIC POWER DISTRICT       | 2025-2028 EVERETT PICKLEBALL COURT               | 8,000.00            |
| PRECISE MRM LLC                   | 2025/09/30 M FLAT DATA PLAN                      | 299.00              |
| READY MIXED CONCRETE COMPANY      | CONCRETE   | 1,054.50            |
|                                   |  | <u>\$ 27,982.26</u> |

### RECREATION

|                               |                                  |                     |
|-------------------------------|----------------------------------|---------------------|
| COX BUSINESS SERVICES         | 2025/10/31M MONTHLY SERVICE      | 83.39               |
| CAPITAL BUSINESS SYSTEMS, INC | 2025/09/11-10/10 COPIER EXPENSE  | 23.77               |
| EMPLOYEE BENEFITS SYSTEM      | 2025/10/31M HEALTH INSURANCE     | 5,290.54            |
| METROPOLITAN UTILITIES DIST   | 2025/09/04-10/03 MONTHLY SERVICE | 11.68               |
| METROPOLITAN UTILITIES DIST   | 2025/09/05-10/03 MONTHLY SERVICE | 339.59              |
| METROPOLITAN UTILITIES DIST   | 2025/09/05-10/06 MONTHLY SERVICE | 1,068.39            |
| METROPOLITAN UTILITIES DIST   | 2025/09/06-10/07 MONTHLY SERVICE | 7,498.91            |
| PRECISE MRM LLC               | 2025/09/30 M FLAT DATA PLAN      | 92.00               |
|                               |                                  | <u>\$ 14,408.27</u> |

### FACILITY MAINTENANCE

|                                   |   |                     |
|-----------------------------------|---|---------------------|
| COX BUSINESS SERVICES             | 2025/10/31M MONTHLY SERVICE                               | 107.39              |
| DAY ELECTRIC SERVICE, INC         | MOTION SENSOR IN CEILING 2025/07/02                       | 117.45              |
| DWAYNE NIELSEN                    | MAIN LINE BACKING UP-SR CENTER, CLEAR LINE URINALS-DIST 3 | 835.00              |
| EMPLOYEE BENEFITS SYSTEM          | 2025/10/31M HEALTH INSURANCE                              | 15,460.95           |
| FIRE PROTECTION SERVICES, LLC     | FIRE EXTINGUISHER INSPECTIONS                             | 208.00              |
| FISH WINDOW CLEANING              | WINDOW CLEANING   | 950.00              |
| HD SUPPLY formerly Home Depot Pro | JANITORIAL SUPPLIES                                       | 325.30              |
| HEARTLAND NATURAL GAS LLC         | 2025/08/28-2025/09/30 BHE173904                           | 5.16                |
| HEARTLAND NATURAL GAS LLC         | 2025/08/28-2025/09/30 BHE387012                           | 27.41               |
| HEARTLAND NATURAL GAS LLC         | 2025/08/28-2025/09/30 BHE531772                           | 0.00                |
| HEARTLAND NATURAL GAS LLC         | 2025/08/28-2025/09/30 BHE537731                           | 1.19                |
| JACKSON SERVICES, INC             | DOOR MAT SERVICE-CITY BLDGS                               | 157.96              |
| KEN BROOKE ROOFING                | PREPARATION FOR PIPE BOOTS                                | 492.20              |
| METROPOLITAN UTILITIES DIST       | 2025/09/05-10/03 MONTHLY SERVICE                          | 50.00               |
| METROPOLITAN UTILITIES DIST       | 2025/09/05-10/06 MONTHLY SERVICE                          | 263.75              |
| PRECISE MRM LLC                   | 2025/09/30 M FLAT DATA PLAN                               | 161.00              |
|                                   |   | <u>\$ 19,162.76</u> |

### CEMETERY

|                                   |                                  |                    |
|-----------------------------------|----------------------------------|--------------------|
| COX BUSINESS SERVICES             | 2025/10/31M MONTHLY SERVICE      | 150.83             |
| DAVID SHELDON AND/OR LISA SHELDON | REFUND FOR PLOTS H3-53&54        | 1,600.00           |
| EMPLOYEE BENEFITS SYSTEM          | 2025/10/31M HEALTH INSURANCE     | 3,065.29           |
| METROPOLITAN UTILITIES DIST       | 2025/09/05-10/03 MONTHLY SERVICE | 137.41             |
| METROPOLITAN UTILITIES DIST       | 2025/09/05-10/06 MONTHLY SERVICE | 26.97              |
|                                   |                                  | <u>\$ 4,980.50</u> |

# MINUTE RECORD

## CLAIMS FOR 2025/11/04 COUNCIL MEETING

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### STREETS

|  |  |            |
|--|--|------------|
| ALFRED BENESCH & COMPANY                 | BPW 190815-CAPEHART RD DESIGN<br>2025/07/28-10/19                      | 1,171.50   |
| ANTHONY PEREZ AND RALPH PEREZ            | BPW 240124-TEMP EASEMENT ROW-<br>WHITTED CREEK ACQ                     | 4,810.00   |
| AVERY RENTS                              | 2025/10/09 PROPANE FOR ASPHALT   | 46.11      |
| BEST CUT LAWN CARE                       | RETAINING WALL-STREET  | 2,170.00   |
| BURRELL ENTERPRISES, LLC                 | BPW 250102-CONCRETE PROJECT THRU<br>2025/10/18                         | 210,933.97 |
| CAPITAL BUSINESS SYSTEMS, INC            | 2025/09/12-10/11 COPIER EXPENSE  | 58.03      |
| CARMELA BATTISTELLI-HALLETT              | BPW 240124-TEMP EASEMENT ROW-<br>WHITTED CREEK ACQ                     | 1,860.00   |
| CARROLL CONSTRUCTION SUPPLY              | CONCRETE SEAL  | 265.00     |
| CHARLES S CURRY                          | BPW 240124-TEMP EASEMENT ROW-WHITED<br>CONCRETE                        | 4,040.00   |
| CONCRETE SJPPY, INC                      | 2025/10/31M MONTHLY SERVICE  | 11,498.50  |
| COX BUSINESS SERVICES                    | 2025/10/31M MONTHLY SERVICE  | 274.17     |
| DONALD F MATHER AND DIXIE L<br>MATHER    | BPW 240109-TEMP EASEMENT ROW-MISSION<br>AVE ACQ                        | 940.00     |
| DONALD ROLFE                             | BPW 240109-TEMP EASEMENT ROW-MISSION<br>AVE ACQ                        | 310.00     |
| EMPLOYEE BENEFITS SYSTEM                 | 2025/10/31M HEALTH INSURANCE   | 36,397.04  |
| HEARTLAND NATURAL GAS LLC                | 2025/08/28-2025/09/30 BHE231905  | 2.40       |
| HEARTLAND NATURAL GAS LLC                | 2025/08/28-2025/09/30 BHE642709  | 0.79       |
| HGM ASSOCIATES INC                       | BPW 250102-CONCRETE REPAIR PROJECT<br>THRU 2025/10/15                  | 30,587.84  |
| JACOBS ENGINEERING GROUP, INC            | BPW 240124-WHITTED CREEK 2025/08/23-<br>09/26                          | 6,503.29   |
| JACOBS ENGINEERING GROUP, INC            | BPW 250301-QUAIL CREEK REHAB<br>2025/08/23-09/26                       | 30,959.15  |
| KELLY KAZMIERSKI                         | BPW 240124 TEMP EASEMENT ROW-<br>WHITTED CREEK ACQ                     | 4,680.00   |
| KEVIN BOND AND DEBORAH H BOND            | BPW 240124-TEMP EASEMENT ROW-<br>WHITTED CREEK ACQ                     | 2,150.00   |
| KEVIN E SCHWANDT AND PETRA E<br>SCHWANDT | BPW 240124-TEMP EASEMENT ROW-WHITTED                                   | 2,380.00   |
| MB HAIR DESIGN, LLC                      | BPW 240109-TEMP EASEMENT ROW-MISSION<br>AVE ACQ                        | 450.00     |
| METROPOLITAN UTILITIES DIST              | 2025/09/04-10/03 MONTHLY SERVICE                                       | 11.68      |
| METROPOLITAN UTILITIES DIST              | 2025/09/05-10/06 MONTHLY SERVICE                                       | 352.96     |
| METROPOLITAN UTILITIES DIST              | 2025/09/06-10/06 MONTHLY SERVICE                                       | 176.16     |
| METROPOLITAN UTILITIES DIST              | 2025/09/06-10/07 MONTHLY SERVICE                                       | 96.50      |
| METROPOLITAN UTILITIES DIST              | 2025/09/10-10/08 MONTHLY SERVICE                                       | 54.51      |
| NICHOLAS D LARSEN                        | BPW 240124-TEMP EASEMENT ROW-<br>WHITTED CREEK ACQ                     | 2,030.00   |
| NL & L CONCRETE INC                      | BPW 250102-CONCRETE PROJECT<br>2025/09/14-10/18                        | 154,023.07 |
| OLSSON ASSOCIATES                        | BPW 250502-36TH ST & CAPEHART TRAFFIC<br>COUNTS THRU 2025/10/04        | 6,000.00   |
| OMAHA PUBLIC POWER DISTRICT              | 2025/09/02-10/01 MONTHLY SERVICE                                       | 165.21     |
| OMAHA PUBLIC POWER DISTRICT              | 2025/09/11-10/10 MONTHLY SERVICE                                       | 34.04      |
| OMNI ENGINEERING                         | ASPHALT  | 1,169.17   |
| PATRICIA L HEATH                         | BPW 240124-TEMP EASEMENT ROW-<br>WHITTED CREEK ACQ                     | 4,510.00   |
| PRECISE MRM LLC                          | 2025/09/30 M FLAT DATA PLAN  | 1,196.00   |
| READY MIXED CONCRETE COMPANY             | CONCRETE   | 9,066.51   |
| SMITH FERTILIZER & GRAIN CO              | BETT 55 JUICE  | 8,363.40   |
| STREETSCAN USA, INC                      | BPW 250401-ASSESSMENT MANAGEMENT,<br>DATA COLLECTION, TRAFFIC SIGNAGE, | 119,097.50 |
| STREETSCAN USA, INC                      | BPW 250401-ASSESSMENT MANAGEMENT,<br>DATA COLLECTION, TRAFFIC SIGNAGE, | 24,060.00  |
| THE SCHEMMER ASSOCIATES                  | BPW 250701-HWY 370 SIGNAL<br>IMPLEMENTATION THRU 2025/09/30M           | 3,895.60   |
| THEODORE A TETEN AND BETHANY A<br>TETEN  | BPW 240124-TEMP EASEMENT ROW-<br>WHITTED CREEK ACQ                     | 4,510.00   |

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## CLAIMS FOR 2025/11/04 COUNCIL MEETING

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### STREETS (cont'd)

|                             |                                   |                      |
|-----------------------------|-----------------------------------|----------------------|
| TRAVELERS                   | 2025/09/30M PAID LOSS RECOVERY    | 148.00               |
| UMB BANK - TRUST OPERATIONS | 2025-12-15 BOND PAYMENT (UMB ACH) | 48,835.00            |
| UMB BANK - TRUST OPERATIONS | 2025-12-15 BOND PAYMENT (UMB ACH) | 230,000.00           |
| UMB BANK - TRUST OPERATIONS | 2025-12-15 BOND PAYMENT (UMB ACH) | 21,843.75            |
|                             |                                   | <u>\$ 992,126.85</u> |

### FLEET MAINTENANCE

|                                 |   |                     |
|---------------------------------|---|---------------------|
| ARNOLD MOTOR SUPPLY             | TORCA ACCUSEAL CLAMP  | 7.72                |
| AUTO BRAKE AND CLUTCH           | REAR BRAKES SHOES   | 1,138.96            |
| AUTOMOTIVE WAREHOUSE DIST, INC  | DIGITAL TIRE PRESSURE GAUGE   | 88.61               |
| BAXTER FORD                     | O-RINGS,CREDITS, RETAINER,<br>ACCUMULATOR, SEALS  | (231.79)            |
| BEARDMORE CHEVROLET             | SENSOR-CE3  | 40.89               |
| CORNHUSKER INTERNATIONAL TRUCKS | DIAGNOSTIC TECH SERVICE, INSTRUMENT<br>CLUSTER HOUSING, REAR LOWER BRAKE<br>LAMP, FILTERS, FITTINGS | 5,112.90            |
| COX BUSINESS SERVICES           | 2025/10/31M MONTHLY SERVICE   | 107.39              |
| DANIELSON / TECH SUPPLY         | MED DUTY TRUCK WHEEL WTS-RESTOCK  | 374.21              |
| EMPLOYEE BENEFITS SYSTEM        | 2025/10/31M HEALTH INSURANCE  | 24,736.50           |
| FACTORY MOTOR PARTS CO          | SPARK PLUGS, FUEL PRESSURE REGULATOR,<br>TENSIONER, FUEL INJECTOR                                   | 177.53              |
| HEARTLAND NATURAL GAS LLC       | 2025/08/28-2025/09/30 BHE262116   | 2.79                |
| LOGAN CONTRACTORS SUPPLY        | PLUNGER PIN-STOCK   | 104.32              |
| METROPOLITAN UTILITIES DIST     | 2025/09/05-10/06 MONTHLY SERVICE  | 132.96              |
| NAPA AUTO PARTS                 | FILTERS, FLASHERS, CLAMPS, VALVE<br>EXTENSION, HUB BEARINGS, V-BELTS                                | 1,132.95            |
| NEBRASKA IOWA INDUSTRIAL        | NYL INSUL QK DSC TERMINALS-STOCK  | 26.67               |
| SUPERIOR SIGNALS                | SPOTLIGHT WEDGES-STOCK  | 22.50               |
| TOYNE, INC                      | FOAM PUMP FOR 2002 SYSTEM-ENG41   | 1,487.59            |
| WALKERS UNIFORM RENTAL          | UNIFORM CEANING SERVICE, FENDER   | 163.12              |
|                                 |   | <u>\$ 34,625.82</u> |

### SOLID WASTE

|                      |                                  |                     |
|----------------------|----------------------------------|---------------------|
| CITY OF OMAHA        | 2025/09/30M COMPOST DELIVERIES   | 11,193.62           |
| PAPILLION SANITATION | 2025/09/16-09/23 GLASS RECYCLING | 423.00              |
|                      |                                  | <u>\$ 11,616.62</u> |

### PLANNING

|                             |                                  |                    |
|-----------------------------|----------------------------------|--------------------|
| EMPLOYEE BENEFITS SYSTEM    | 2025/10/31M HEALTH INSURANCE     | 2,212.60           |
| HEARTLAND NATURAL GAS LLC   | 2025/08/28-2025/09/30 BHE195089  | 1.85               |
| METROPOLITAN UTILITIES DIST | 2025/09/05-10/06 MONTHLY SERVICE | 76.41              |
| OMAHA PUBLIC POWER DISTRICT | 2025/09/11-10/10 MONTHLY SERVICE | 257.38             |
|                             |                                  | <u>\$ 2,548.24</u> |

### PERMITS & INSPECTIONS

|                             |                                  |                     |
|-----------------------------|----------------------------------|---------------------|
| EMPLOYEE BENEFITS SYSTEM    | 2025/10/31M HEALTH INSURANCE     | 12,962.50           |
| HEARTLAND NATURAL GAS LLC   | 2025/08/28-2025/09/30 BHE195089  | 2.47                |
| OMAHA PUBLIC POWER DISTRICT | 2025/09/11-10/10 MONTHLY SERVICE | 343.89              |
|                             |                                  | <u>\$ 13,308.86</u> |

### POLICE

|                       |   |          |
|-----------------------|---|----------|
| COX BUSINESS SERVICES | 2025/10/31M MONTHLY SERVICE                             | 558.97   |
| ANDREW JANSEN         | REIMB FOR UNMANNED AIRCRAFT LICENSE<br>TAKEN 2025/09/25 | 175.00   |
| A-RELIEF SERVICES     | 2025/09/18-10/15 PORTABLE RESTROOMS                     | 199.00   |
| AT&T MOBILITY-CC      | 2025/09/05-10/04 MONTHLY SERVICE                        | 3,699.85 |
| AUTO BODY AUTHORITY   | BODY REPAIR-PASSENGER SIDE DOOR                         | 600.00   |

# MINUTE RECORD

## CLAIMS FOR 2025/11/04 COUNCIL MEETING

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### POLICE (cont'd)

|   |  |                      |
|---|--|----------------------|
| CONNER PSYCHOLOGICAL SERVICES                               | 2025/09/30 PSYHCOLOGICAL TESTING   | 930.00               |
| CONNER PSYCHOLOGICAL SERVICES                               | 2025/09/18 PSYHCOLOGICAL TESTING   | 275.00               |
| CRAIG HAVERTY   | REIMB PER DIEM FOR TRAINING  | 238.00               |
| CREIGHTON UNIVERSITY COLLEGE OF<br>EMPLOYEE BENEFITS SYSTEM | 2025/09 ACSL, BLS & PALS CARDS   | 21.00                |
| FEDERAL EXPRESS CORPORATION                                 | 2025/10/31M HEALTH INSURANCE   | 181,054.76           |
| GALLO PROFESSIONAL POLYGRAPH                                | MAILING CHARGE   | 34.88                |
| GREAT PLAINS UNIFORMS                                       | POLYGRAPH SERVICE  | 500.00               |
|   | SEW ON DEPARTMENT PATCHES, UNIFORM<br>ITEMS (BEES), BALLISTIC VEST AND CARRIER<br>(M COON) | 3,374.84             |
| HEARTLAND NATURAL GAS LLC                                   | 2025/08/28-2025/09/30 BHE195089  | 43.69                |
| HYUNDAI MOTOR FINANCE                                       | 2025/10/31M HYUNDAI LEASE PMT - HIDTA-<br>DEA-SIMONES                                      | 720.01               |
| ICE MILLER L.P  | LEGAL SERVICES THRU 2025/09/30   | 3,591.90             |
| JACKSON SERVICES, INC                                       | DOOR MAT SERVICE   | 100.81               |
| JOHN KOLBE  | REIMB TRAINING EXPENSES  | 91.87                |
| JOSEPH GRAY   | REIMB FOR K9 MEDICINE  | 98.56                |
| KEN CLARY   | REIMB PER DIEM FOR CONFERENCE  | 170.00               |
| KURT STROEHER   | REIMB PER DIEM FOR TRAINING  | 170.00               |
| LIFT UP SARPY COUNTY  | REIMB FOR REVOLUTION WRAP-SRO CRUISER  | 1,500.00             |
| MATCON, LLC   | 2025/11/30M MAINTENANCE AND RENT   | 1,841.87             |
| METROPOLITAN UTILITIES DIST                                 | 2025/09/05-10/06 MONTHLY SERVICE   | 774.52               |
| NICHOLAS GREINER  | REIMB PER DIEM FOR TRAINING  | 238.00               |
| OMAHA PUBLIC POWER DISTRICT                                 | 2025/09/11-10/10 MONTHLY SERVICE   | 6,094.24             |
| PEPPERBALL  | BLAST LIVE SINGLE PACK, REFILLS, FREIGHT   | 340.00               |
| PETTY CASH - FINANCE  | BUY MONEY - UNDERCOVER FUNDS   | 3,000.00             |
| SAMANTHA SPACHER  | REIMB FOR UNIFORM EXPENSES   | 105.49               |
| SARPY COUNTY FISCAL   | LAW RECORDS, LRMS HOSTED SERVICES  | 18,585.30            |
| SIRCHIE ACQUISITION CO                                      | EVIDENCE SUPPLIES  | 32.66                |
| STRADA OCCUPATIONAL HEALTH                                  | MEDICAL TESTING-NEW RECRUITS   | 697.00               |
| TRAVELERS   | 2025/09/30M PAID LOSS RECOVERY   | 1,002.00             |
| TRISTAR   | 2025/09/30M RE-OPEN CLAIMS   | 1,570.00             |
| UNIVERSITY OF NEBRASKA MEDICAL                              | TOXICOLOGY TESTING   | 1,979.00             |
|   |  | <b>\$ 234,408.22</b> |

### FIRE & RESCUE

|  |  |            |
|--|--|------------|
| AIR CLEANING TECHNOLOGIES, INC             | PLYMOVENT HOSE-DIST 4                            | 579.50     |
| AIRGAS USA, LLC                            | 2025/09/30M CYLINDER RENTAL, OXYGEN              | 512.51     |
| AUTO BODY AUTHORITY                        | TOW CHARGES-MED31, MED 15                        | 425.00     |
| BOUND TREE MEDICAL, LLC                    | MEDICAL SUPPLIES, RESCUE EQUIPMENT               | 5,782.66   |
| COX BUSINESS SERVICES                      | 2025/10/31M MONTHLY SERVICE                      | 214.78     |
| COX BUSINESS SERVICES                      | 2025/10/31M MONTHLY SERVICE                      | 115.00     |
| CREIGHTON UNIVERSITY COLLEGE OF<br>NURSING | 2025/09 ACSL, BLS & PALS CARDS                   | 229.50     |
| DAN VANDERHART                             | REIMBURSE BOOT PURCHASE                          | 195.00     |
| EMPLOYEE BENEFITS SYSTEM                   | 2025/10/31M HEALTH INSURANCE                     | 134,718.13 |
| GREAT PLAINS UNIFORMS                      | UNIFORM ITEMS-A ROGERS, LOMAX                    | 492.50     |
| HARRIS DECALS INC                          | VEHICLE LETTERING/LOGOS                          | 176.64     |
| HEARTLAND NATURAL GAS LLC                  | 2025/08/28-2025/09/30 BHE215876                  | 0.00       |
| HEARTLAND NATURAL GAS LLC                  | 2025/08/28-2025/09/30 BHE235679                  | 13.49      |
| KEVIN LONGCHAMPS                           | REIMBURSE BOOT PURCHASE                          | 195.00     |
| LEISURE LIFE SPORTS                        | 2025 CAN-AM DEFENDER - VIN#<br>3JBURAX42SK000117 | 24,572.49  |
| MACQUEEN EQUIPMENT, LLC                    | HURST SPREADER, FIRE BOOTS, HELMETS,<br>HOODS    | 8,708.00   |
| MARCO TECHNOLOGIES, LLC                    | 2025/08/27-09/26 COPIER EXPENSE                  | 64.68      |
| MARCO TECHNOLOGIES, LLC                    | 2025/09/02-10/01 COPIER EXPENSE                  | 249.05     |
| METROPOLITAN UTILITIES DIST                | 2025/09/05-10/03 MONTHLY SERVICE                 | 47.44      |
| METROPOLITAN UTILITIES DIST                | 2025/09/05-10/06 MONTHLY SERVICE                 | 370.60     |
| METROPOLITAN UTILITIES DIST                | 2025/09/06-10/06 MONTHLY SERVICE                 | 413.58     |
| METROPOLITAN UTILITIES DIST                | 2025/09/06-10/07 MONTHLY SERVICE                 | 1,254.02   |
| METROPOLITAN UTILITIES DIST                | 2025/09/09-10/06 MONTHLY SERVICE                 | 141.49     |
| METROPOLITAN UTILITIES DIST                | 2025/09/10-10/08 MONTHLY SERVICE                 | 249.74     |

# MINUTE RECORD

## CLAIMS FOR 2025/11/04 COUNCIL MEETING

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|                                      |   |                      |
|--------------------------------------|---|----------------------|
| <b>FIRE &amp; RESCUE (cont'd)</b>    |   |                      |
| REDBACK USA                          | BOOTS   | 337.93               |
| TELEFLEX FUNDING, LLC                | RESCUE EQUIPMENT & SUPPLIES                                 | 2,300.00             |
| THE EMS TRAINING SCHOOL              | 2025/08 & 2025/09 RETESTING & REENROLLMENT FEES - G HOINS   | 575.00               |
| THE NEBRASKA MEDICAL CENTER          | 2025/09/30Q MEDICAL DIRECTOR                                | 12,774.74            |
| TYLER BOYER                          | REIMB PARAMEDIC TESTING                                     | 175.00               |
| ZOLL MEDICAL CORPORATION             | RESQPOD ITD 10 (5)  | 744.80               |
|                                      |   | <u>\$ 196,628.27</u> |
| <b>NON-DEPARTMENTAL/CONTRACTS</b>    |   |                      |
| BUNGE NORTH AMERICA (OPD WEST)       | REFUND FARM PAYMENT   | 82,607.35            |
| CHUBB COMMERCIAL INSURANCE           | FIDUCIARY INS 2025/10/01-2026/09/30                         | 13,258.00            |
| FIRST NATIONAL INSURANCE COMPANY     | 2025/10/01-2026/10/01- 1 OF 4 CONSULTING FEE                | 12,125.00            |
| FIRST NATIONAL INSURANCE COMPANY     | 2025/10/01-2026/10/01 RENEW INS-DRONE, EXCESS WORKER'S COMP | 150,750.00           |
| FIRST NATIONAL INSURANCE COMPANY     | SURETY BONDS RENEWALS-WC, CYBER CRIME                       | 71,528.50            |
| FORVIS MAZARS                        | PROGRESS BILLING #1 FOR FINANCIAL AS OF 2025/09/30M         | 14,185.00            |
| GREAT PLAINS COMMUNICATIONS LLC      | 2025/10/31M MONTHLY SERVICE                                 | 464.80               |
| NE-DEPARTMENT OF REVENUE             | 2025/09/30M SALES AND USE TAX RETURN (FORM 10)              | 194.74               |
| PM AM CORPORATION                    | 2025/09/30M - ALARM FEES                                    | 2,200.00             |
| REGIONAL METROPOLITAN TRANSIT        | 2025/07/31M MAT SERVICE 1800 MILES                          | 5,886.00             |
|                                      |   | <u>\$ 353,199.39</u> |
| <b>INFORMATION TECHNOLOGY</b>        |   |                      |
| CPI TELECOM                          | 2025/11/06-2026/11/05 SOURCEWELL PHONE SYSTEM MAINTENANCE   | 6,498.20             |
| DELL MARKETING L.P.                  | (25) DELL PRO 24 PLUS MONITORS                              | 3,500.00             |
| INTERSTATE ALL BATTERY CENTER        | DRY 9V BATTERY  | 185.80               |
| MNJ TECHNOLOGIES DIRECT, INC         | APC SMART-UPS 's (4)  | 8,872.00             |
| MOTOROLA SOLUTIONS, INC              | PORTABLE REMOTE SPEAKER MIC (RSM)                           | 589.84               |
| ONE CALL CONCEPTS                    | 2025/09/30M LOCATES FOR IT                                  | 2.85                 |
| SARPY COUNTY FISCAL                  | 2025/09/30Q DATA PROCESSING SERVICES                        | 30,371.00            |
| SENTINEL TECHNOLOGIES, INC           | 2025/09/30M FORTIS MONTHLY SERVICE & PRODUCT                | 5,414.77             |
| SHI INTERNATIONAL CORP               | 2025/09/30-2026/09/29 EXTREME NETWORK RENEWAL               | 15,889.35            |
| TESSCO LLC                           | 5 IN 1 PROCONNECT PLUS                                      | 331.30               |
| TJ CABLE                             | 2025/09/30M LOCATES FOR IT                                  | 50.00                |
| VERTIV CORPORATION                   | 2025/10/07-2026/10/06 SERVICE UPS (WALL ST)                 | 3,369.22             |
|                                      |   | <u>\$ 75,074.33</u>  |
| <b>BELLEVUE BAY INDOOR WATERPARK</b> |   |                      |
| HARRISON JOHNSON                     | REIMB FOR GAS RANGE CONVERSION                              | 698.39               |
| J & T PLUMBING                       | GAS SERVICE CONVERSION-15410 & 15402 S 10TH                 | 3,850.00             |
| TERRACON CONSULTANTS INC             | SITE & SURVEY TESTING THRU 2025/04/05                       | 3,338.00             |
| TERRACON CONSULTANTS INC             | SITE & SURVEY TESTING THRU 2025/05/03                       | 4,677.00             |
| TERRACON CONSULTANTS INC             | SITE & SURVEY TESTING THRU 2025/05/24                       | 2,373.25             |
| TERRACON CONSULTANTS INC             | SITE & SURVEY TESTING THRU 2025/06/14                       | 976.25               |
| TERRACON CONSULTANTS INC             | SITE & SURVEY TESTING THRU 2025/07/05                       | 598.00               |
| TERRACON CONSULTANTS INC             | SITE & SURVEY TESTING THRU 2025/07/26                       | 717.25               |
| TERRACON CONSULTANTS INC             | SITE & SURVEY TESTING THRU 2025/08/16                       | 650.75               |
|                                      |   | <u>\$ 17,878.89</u>  |
| <b>WW-ADMINISTRATION</b>             |   |                      |
| AT&T MOBILITY                        | 2025/10/08-11/07 MONTHLY SERVICE                            | 654.88               |
| CENTURY LINK                         | 2025/10/04-11/03 MONTHLY SERVICE                            | 66.25                |
| CITY OF OMAHA                        | 2025/07/31M SEWER FEES                                      | 650,794.13           |
| EMBRIS GROUP LLC                     | BPW 230611-OLDE TOWNE CIPP REHAB PACKAGE THRU 2025/09/30    | 9,101.25             |
| EMPLOYEE BENEFITS SYSTEM             | 2025/10/31M HEALTH INSURANCE                                | 17,268.72            |

# MINUTE RECORD

## CLAIMS FOR 2025/11/04 COUNCIL MEETING

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### WW-ADMINISTRATION (cont'd)

|                             |                                   |                      |
|-----------------------------|-----------------------------------|----------------------|
| METROPOLITAN UTILITIES DIST | 2025/09/06-10/06 MONTHLY SERVICE  | 229.00               |
| RED WING BUSINESS ADVANTAGE | SAFETY SHOES                      | 200.00               |
| UMB BANK - TRUST OPERATIONS | 2025-12-15 BOND PAYMENT (UMB ACH) | 140,000.00           |
| UMB BANK - TRUST OPERATIONS | 2025-12-15 BOND PAYMENT (UMB ACH) | 13,171.25            |
|                             |                                   | <u>\$ 831,485.48</u> |

### WW-LIFT STATION MAINTENANCE

|                    |   |                    |
|--------------------|---|--------------------|
| ELECTRIC PUMP, LLC | FONTENELLE HILLS LIFT STATION REPAIR,<br>LEAKAGE DETECTOR, PARTS FOR INJECTOR | 1,116.16           |
|                    |   | <u>\$ 1,116.16</u> |

### WW-SEWER MAINTENANCE

|                                |   |                    |
|--------------------------------|---|--------------------|
| ELLIOTT EQUIPMENT CO           | BALL SWIVEL JOINT, AXLE TENSIONER,<br>ALUMINUM TUBE | 1,427.18           |
| MICHAEL TODD INDUSTRIAL SUPPLY | ENGINEER GREEN FLAGS                                | 71.20              |
|                                |   | <u>\$ 1,498.38</u> |

### WW-SEWER CONSTRUCTION

|                           |                             |                    |
|---------------------------|-----------------------------|--------------------|
| IA/NE CONCRETE PRODUCTS   | CONCRETE                    | 1,646.50           |
| UTILITY EQUIPMENT COMPANY | ABRASIVE BLADE, COPPER WIRE | 228.49             |
|                           |                             | <u>\$ 1,874.99</u> |

### COMMUNITY BETTERMENT

|                                |      |                     |
|--------------------------------|------|---------------------|
| NEBRASKA DEPARTMENT OF REVENUE | 501C | 55,109.00           |
|                                |      | <u>\$ 55,109.00</u> |

### COMMUNITY DEVELOPMENT

|                                |   |                     |
|--------------------------------|---|---------------------|
| BELLEVUE JR SPORTS ASSOCIATION | BJSA SCHOLARSHIP PGM 4TH QTR                    | 1,725.00            |
| RDG PLANNING & DESIGN, INC     | CDBG HOUSING RESILIENCE PLAN THRU<br>2025/09/30 | 58,386.00           |
|                                |   | <u>\$ 60,111.00</u> |

### G.O. BONDS

|                             |                                   |                      |
|-----------------------------|-----------------------------------|----------------------|
| UMB BANK - TRUST OPERATIONS | 2025-12-15 BOND PAYMENT (UMB ACH) | 10,000.00            |
| UMB BANK - TRUST OPERATIONS | 2025-12-15 BOND PAYMENT (UMB ACH) | 3,746.25             |
| UMB BANK - TRUST OPERATIONS | 2025-12-15 BOND PAYMENT (UMB ACH) | 245,000.00           |
| UMB BANK - TRUST OPERATIONS | 2025-12-15 BOND PAYMENT (UMB ACH) | 66,975.00            |
|                             |                                   | <u>\$ 325,721.25</u> |

|  |                        |
|--|------------------------|
| TOTAL CLAIMS FOR 2025/11/04 COUNCIL<br>MEETING | <u>\$ 3,387,990.05</u> |
| TOTAL PAYROLL FOR 2025/10/24                   | <u>\$ 2,336,290.86</u> |

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11a.  
11/4/2025

|                                  |                          |                          |                                     |                          |                          |
|----------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|
| 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:

- 
- 
- 
- 
- 
- 

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 R1-B 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 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 3 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.

**Source #2** – In designing playgrounds for apartment buildings, there's a strong recommendation to allocate between 40 and 75 square feet of play area per child, according to KOMPAN.

KOMPAN was founded in 1970 in Denmark by sculptor Tom Lindhardt and co-founder Hans Mogens Fenne-Frederiksen. The concept of play sculptures for children was birthed by children’s instant attraction to Tom Lindhardt’s playful sculptural art. Today, KOMPAN’s beautiful and timeless playgrounds foster its continued purpose to co-create and shape healthier and happier communities globally by delivering play and fitness solutions.

**Occupant Load**

The occupant load hasn’t been clearly defined by the developer. During the Planning Commission meeting discussion on June 26, 2025, related to the redevelopment plan the applicant mentioned the occupant load for the development to be 197 people total. However, the table below provided by the applicant would provide for a much larger occupant load. Per the table below and the apartment breakdown given by the developer; (22) one-bedroom = 66 occupants, (45) two-bedroom = 180 occupants, (19) three-bedroom = 95 occupants, (10) four-bedroom = 60 occupants, for a total of 401 occupants living in this development.

| BUILDING OCCUPANT LOAD |                           |          |           |               |
|------------------------|---------------------------|----------|-----------|---------------|
| SPACE NAME             | FUNCTION OF SPACE         | AREA     | CL FACTOR | OCCUPANT LOAD |
| TRASH                  | ACCESSORY STORAGE         | 487 SF   | 300 SF    | 2             |
| PARKING GARAGE         | PARKING GARAGES           | 25539 SF | 200 SF    | 128           |
| LEVEL 00               |                           |          |           | 129           |
| JANITOR                | ACCESSORY STORAGE         | 69 SF    | 300 SF    | 1             |
| STOR                   | ACCESSORY STORAGE         | 65 SF    | 300 SF    | 1             |
| TRASH                  | ACCESSORY STORAGE         | 49 SF    | 300 SF    | 1             |
| COMMUNITY              | ASSEMBLY UNCONCENTRATED   | 620 SF   | 15 SF     | 35            |
| BUSINESS               | BUSINESS AREA             | 1731 SF  | 100 SF    | 17            |
| ELEC                   | MECHANICAL EQUIPMENT ROOM | 497 SF   | 300 SF    | 2             |
| MECH                   | MECHANICAL EQUIPMENT ROOM | 79 SF    | 300 SF    | 1             |
| 1-BED                  | RESIDENTIAL               | 689 SF   | 200 SF    | 3             |
| 1-BED                  | RESIDENTIAL               | 662 SF   | 200 SF    | 3             |
| 1-BED                  | RESIDENTIAL               | 712 SF   | 300 SF    | 4             |
| 1-BED                  | RESIDENTIAL               | 675 SF   | 200 SF    | 3             |
| 1-BED                  | RESIDENTIAL               | 679 SF   | 200 SF    | 3             |
| 1-BED                  | RESIDENTIAL               | 776 SF   | 200 SF    | 4             |
| 2-BED                  | RESIDENTIAL               | 830 SF   | 200 SF    | 4             |
| 2-BED                  | RESIDENTIAL               | 983 SF   | 200 SF    | 5             |
| 2-BED                  | RESIDENTIAL               | 816 SF   | 200 SF    | 4             |
| 2-BED                  | RESIDENTIAL               | 830 SF   | 200 SF    | 4             |
| 2-BED                  | RESIDENTIAL               | 830 SF   | 200 SF    | 4             |
| 2-BED                  | RESIDENTIAL               | 830 SF   | 200 SF    | 4             |
| 2-BED                  | RESIDENTIAL               | 830 SF   | 200 SF    | 4             |
| 3-BED                  | RESIDENTIAL               | 1115 SF  | 200 SF    | 6             |
| 3-BED                  | RESIDENTIAL               | 1229 SF  | 200 SF    | 6             |
| 3-BED                  | RESIDENTIAL               | 1099 SF  | 200 SF    | 5             |
| 4-BED                  | RESIDENTIAL               | 1219 SF  | 200 SF    | 6             |
| 4-BED                  | RESIDENTIAL               | 1219 SF  | 200 SF    | 6             |
| 4-BED                  | RESIDENTIAL               | 1198 SF  | 200 SF    | 6             |
| 4-BED                  | RESIDENTIAL               | 1247 SF  | 200 SF    | 6             |
| LEVEL 01               |                           |          |           | 58            |

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](mailto:jroberts@hillcresthealth.com)

Jim Janicki  
Owner – Freedom Village of Bellevue  
(402) 682-4800  
[jjanicki@hillcresthealth.com](mailto: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 [not presently, maybe later if the apartments are built]
- ++ police cars are exiting the police department from *Wall* onto *Wilshire* to 270, usually 2 patrol cars driving fast
- ++ someone is exiting my office or Advance auto or Auto Zone
- ++ it is rush hour with increased cars coming in or out

ORDINANCE NO. 4194

**A**N 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:

**S**ection 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.

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CITY CLERK

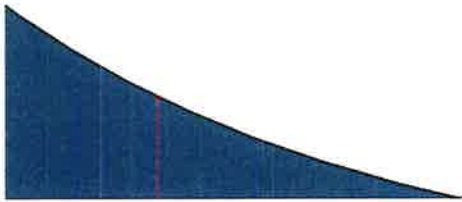
## **HOUSING LAND USE NEEDS.**

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 (72<sup>nd</sup> & 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.

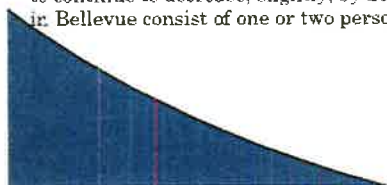
#### 5.) Honoring the Best Interest of Our Seniors

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](mailto:jroberts@hillcresthealth.com)

Jim Janicki  
Owner – Freedom Village of Bellevue  
(402) 708-7915  
[jjanicki@hillcresthealth.com](mailto:jjanicki@hillcresthealth.com)

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11b.  
11/4/2025

|   |  |   |  |   |  |
|---|--|---|--|---|--|
| COUNCIL MEETING DATE: 10/07/2025        |  | 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:**  
Approval of a request to rezone Lot 1 and Outlot A, Mora Acres, 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. General Location: 1902 Lola Avenue.

**SYNOPSIS/BACKGROUND:**  
Melvin Sudbeck, on behalf of Orchard Valley, Inc., is requesting approval of a change of zone for Lot 1 and Outlot A, Mora Acres, and small subdivision plat for Lot 1 and Outlot A, Mora Acres. The applicant is requesting RA and RG-8-PS zoning. The property consists of two tax lots which have nonconforming AG zoning designations. Lot 1 will have an RA zoning and Outlot A will be zoned RG-8. The developer intends to de-annex Outlot A and use it as a part of a future residential development in an SID. The outlot will be replatted once de-annexed. This platting and rezoning will bring the properties into conformance and aid in future development.

FISCAL IMPACT:  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: YES

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**  
The Planning Department and Planning Commission have recommended approval of this application.

**ATTACHMENTS:**

1. Planning Commission Recommendation Sheet 2. Staff Report 3. Ordinance #4198  
4.  5.  6.

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: *[Signature]*  
FINANCE APPROVAL AS TO FORM: *[Signature]*  
ADMINISTRATOR APPROVAL AS TO FORM: *[Signature]*

\*REVISED 10/2019

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Orchard Valley, Inc

CASE #: Z-2507-07, S-2507-13.

CITY COUNCIL HEARING DATE: October 21, 2025

REQUEST: to rezone Lot 1 and Outlot A, Mora Acres, being a platting of part of Tax Lots 12 and 13, located in the Southwest ¼ 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.

On September 25, 2025, the City of Bellevue Planning Commission voted six yes, zero no, three absent, and zero abstained:

**APPROVAL** based upon compatibility with the surrounding neighborhood, lack of perceived negative impact upon the surrounding area, and conformance with the Zoning Ordinance. Request the future land use map be amended to reflect the changes with this application.

VOTE:

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

Planning Commission Hearing (s) was held on: September 25, 2025.

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 3

CASE NUMBERS: Z-2507-07  
S-2507-13

FOR HEARING OF:  
REPORT #1: August 28, 2025  
REPORT #2: September 25, 2025  
REPORT #3: October 21, 2025

### I. GENERAL INFORMATION

#### A. APPLICANT:

Orchard Valley, Inc.  
Melvin Sudbeck  
16255 Woodland Drive  
Omaha, NE 68136

#### B. PROPERTY OWNER:

Lionel Mora  
1902 Lola Avenue  
Bellevue, NE 68147

#### C. GENERAL LOCATION:

1902 Lola Avenue

#### D. LEGAL DESCRIPTION:

Lot 1 and Outlot A, Mora Acres, being a platting of part of Tax Lots 12 and 13, all located in the Southwest  $\frac{1}{4}$  of Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### E. REQUESTED ACTIONS:

1. Rezone Lot 1 and Outlot A, Mora Acres, from AG to RA and RG-8 for the purpose of residential development.
2. Small Subdivision Plat Lot 1 and Outlot A, Mora Acres.

**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 future residential development.

**H. SIZE OF SITE:**

The entire site is 11.54 acres, with the proposed lots as follows: Lot 1 – 10.11 acres and Outlot A – 1.43 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is presently developed with a single family residence and largely covered in vegetation.

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

- 1. **North:** Single Family Residential, RS-72
- 2. **East:** Highway 75 right-of-way
- 3. **South:** Vacant/AG
- 4. **West:** Single Family Residential, RS-72-PS

**C. REVELANT CASE HISTORY:**

- 1. On August 28, 2025, the request to rezone Lot 1 and Outlot A, Mora Acres, from AG to RA and RG-8; and small subdivision plat Lot 1 and Outlot A, Mora Acres, was continued to the September 25, 2025, Planning Commission meeting.
- 2. On September 25, 2025, the Planning Commission recommended approval of a request to rezone Lot 1 and Outlot A, Mora Acres, being a platting of part of Tax Lots 12 and 13, located in the Southwest ¼ of Section 22, T14N, R13E of the 6<sup>th</sup> 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.

**D. APPLICABLE REGULATIONS:**

- 1. Section 5.06, Zoning Ordinance, regarding RA uses and requirements.
- 2. Section 5.15, Zoning Ordinance, regarding RG-8 uses and requirements.

3. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.
4. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.

### **III. ANALYSIS**

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

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

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

The applicant intends to pursue a de-annexation of Outlot A to facilitate future residential development. The de-annexation is necessary for the developer to utilize a Sanitary and Improvement District (SID).

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

1. There is no MAPA traffic data information available for this area.
2. The property has access from a private driveway off Lola Avenue.

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

All utilities are available to this location.

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

1. Melvin Sudbeck, on behalf of Orchard Valley, Inc., is requesting approval of a rezoning and small subdivision plat for Lot 1 and Outlot A, Mora Acres, for the purpose of residential development.
2. This property consists of two tax lots which have nonconforming AG zoning designations. This platting and rezoning will bring the properties into conformance.

Lot 1 will consist of approximately 10 acres and have an RA zoning, while Outlot A is 1.43 acres with an RG-8 zoning.

All lots meet the minimum requirements for their perspective zoning districts.

3. By definition, outlots are not buildable lots. The developer intends to de-annex Outlot A and use it as part of a future residential development in a Sanitary and Improvement District. The outlot will be replatted once de-annexed.

4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, 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 technical comments regarding the small subdivision plat. These comments have since been satisfied by the applicant's surveyor/engineer.

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

6. The small subdivision plat and rezoning would bring the properties into conformance and aid in future development.

**F. TECHNICAL DEFICIENCIES:**

Several technical deficiencies have been noted on the plat by both the Bellevue and Sarpy Public Works Departments.

**IV. DEPARTMENT RECOMMENDATION**

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

**V. PLANNING COMMISSION RECOMMENDATION**

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

**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. 2024 GIS aerial photo of the property
3. Small Subdivision Plat received September 22, 2025
4. Letter from the applicant received July 21, 2025

**VII. COPIES OF REPORT TO:**

1. Applicant
2. FoleyShald
3. Public Upon Request

  
Assistant Planning Manager

  
Planning Director

  
Date of Report

ORDINANCE NO. 4198

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 1902 LOLA AVE, 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, Mora Acres, being a replat of part of Tax Lots 12 and 13, located in the Southwest ¼ of Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From AG (Agricultural District) to RA (Residential Agriculture District)

Outlot A, Mora Acres, being a replat of part of Tax Lots 12 and 13, located in the Southwest ¼ of Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From AG (Agricultural District) to RG-8 (General Residential District, 800 square feet per unit).

(Orchard Valley, Inc)

Section 2. This ordinance shall not take effect until such time as the final plat of Mora Acres 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: \_\_\_\_\_

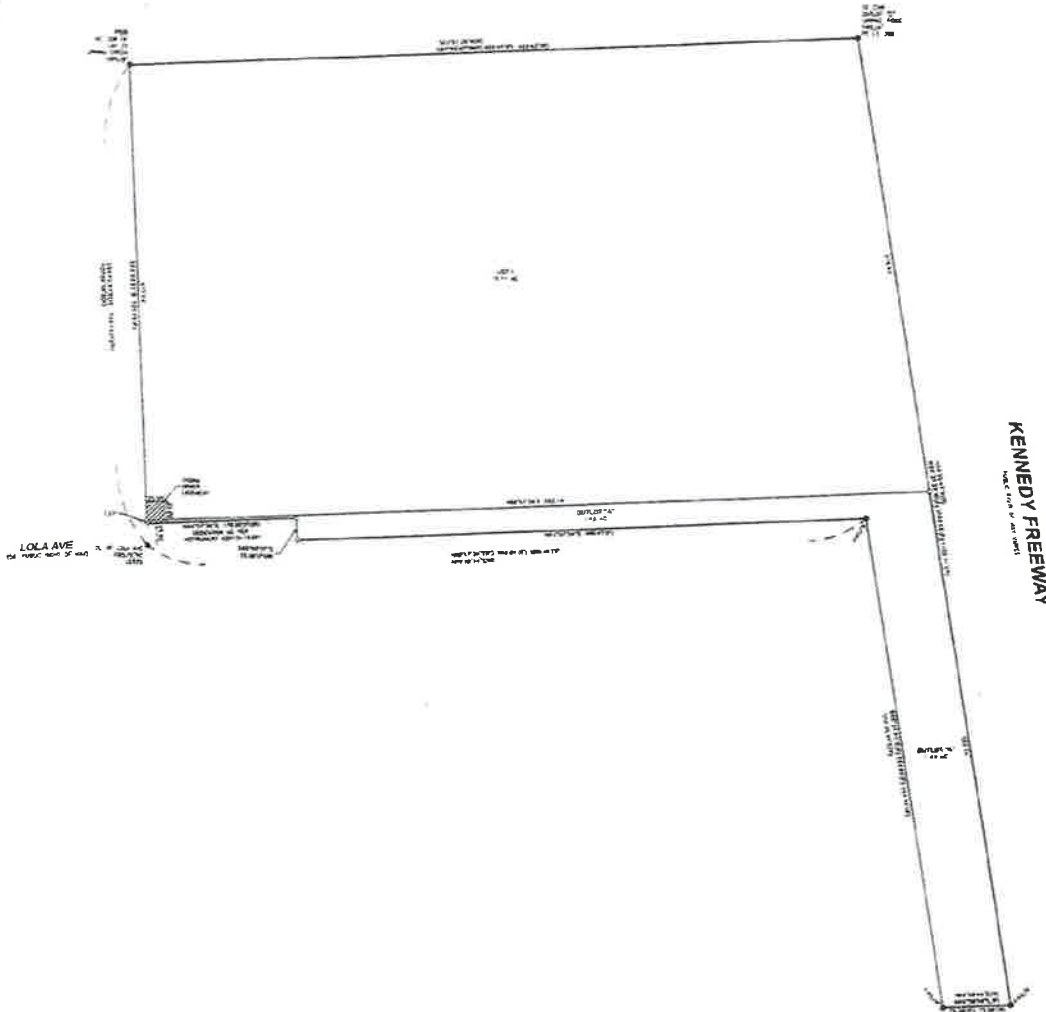
PLANNING DEPT.

SEP 22 2025

RECEIVED

# MORA ACRES

LOT 1 AND OUTLOT "A",  
BEING PART OF TAX LOT 12, AND PART OF TAX LOT 13  
LOCATED IN SECTION 22, TOWNSHIP 14 NORTH, RANGE 13  
EAST, OF THE 6TH P.M.,  
SARPY COUNTY, NEBRASKA.



**LEGEND**  
1. LINE OF BOUNDARY  
2. CORNER MARKER  
3. EASEMENT  
4. EASEMENT  
5. EASEMENT  
6. EASEMENT

**SURVYOR'S NOTE**  
1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE NEBRASKA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.

**SARPY COUNTY TREASURER'S CERTIFICATE**  
I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS NOT SUBJECT TO ANY TAXES OR CHARGES OF SARPY COUNTY.

**REVIEW BY SARPY COUNTY PUBLIC WORKS**  
I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS NOT SUBJECT TO ANY TAXES OR CHARGES OF SARPY COUNTY.

**DEDICATION**  
I, the undersigned, do hereby dedicate to the public use of the State of Nebraska, the above described property, for the purpose of a public road, and I hereby certify that the same is not subject to any taxes or charges of Sarpy County.

**APPROVAL OF BELLEVUE CITY COUNCIL**  
I HEREBY APPROVE THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSES OF A PUBLIC ROAD.

**SURVYOR'S CERTIFICATE**  
I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS NOT SUBJECT TO ANY TAXES OR CHARGES OF SARPY COUNTY.

**LEGAL DESCRIPTION**  
A TRACT OF LAND BEING PART OF TAX LOT 12 AND PART OF TAX LOT 13, LOCATED IN SECTION 22, TOWNSHIP 14 NORTH, RANGE 13 EAST, OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

**ACKNOWLEDGMENT OF NOTARY**  
I, the undersigned, do hereby acknowledge the above described property for the purpose of a public road.

**APPROVAL OF BELLEVUE PLANNING COMMISSION**  
I HEREBY APPROVE THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSES OF A PUBLIC ROAD.



**Alpha Land Surveying**  
SOUTH SIOUX CITY, NEBRASKA 68070  
DUBLINO, NEBRASKA 68038  
MORNING, NEBRASKA 68051  
WEBSITE: www.alphaandsurveying.com  
EMAIL: alphaandsurveying@gmail.com

**MORA ACRES**  
**SMALL SUBDIVISION**

|            |            |
|------------|------------|
| DATE       | 2025-09-22 |
| CHANGED BY | PLD        |
| DATE       | 2025-09-22 |

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11c.  
11/4/2025

|  |   |  |  |
|--|---|--|--|
| COUNCIL MEETING DATE: <b>October 7, 2025</b> |   | SUBMITTED BY: <b>Tammi Palm, Planning Director</b> |  |
| AGENDA ITEM:                                 | CONSENT AGENDA <input type="checkbox"/>       | SPECIAL PRESENTATION <input type="checkbox"/>      |  |
| LIQUOR LICENSE <input type="checkbox"/>      | ORDINANCE <input checked="" type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/>            |  |
| RESOLUTION <input type="checkbox"/>          | CURRENT BUSINESS <input type="checkbox"/>     | OTHER <input type="checkbox"/>                     |  |

SUBJECT:

Request to rezone Lot 6, Tiller's 4th Addition, from BG to RG-8-PS for the purpose of multi-family residential development, with site plan approval. Applicant: Ehrhart Griffin & Associates. General Location: 1724 Wilshire Dr.

SYNOPSIS/BACKGROUND:

Terry Morrison, on behalf of Ehrhart Griffin & Associates, is requesting approval of a rezoning with site plan approval for Lot 6, Tiller's 4th Addition, for the purpose of multi-family residential development. The site plan shows 80 apartment units in one building that consist of 20 one-bedroom, 39 two-bedroom, 12 three-bedroom, and 9 four-bedroom apartments. The building will have 4 stories of residential units with a level of underground parking. The site plan shows a combined total of 120 parking stalls; 59 surface stalls and 61 lower level parking garage stalls. City Council previously approved the redevelopment plan for the use of Tax Increment Financing for this project.

FISCAL IMPACT:  BUDGETED FUNDS:  GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

|   |  |   |
|---|--|---|
| 1. <input type="text" value="PC Recommendation"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="Ord. No. 4199"/> |
| 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 Hillis*  
*[Signature]*  
*[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Ehrhart Griffin & Associates

CASE #: Z-2506-06

CITY COUNCIL HEARING DATE: October 21, 2025

REQUEST: to rezone Lot 6, Tiller's 4<sup>th</sup> Addition, from BG to RG-8-PS for the purpose of multi-family residential development, with site plan approval.

On September 25, 2025, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

**APPROVAL** based upon compatibility with the surrounding neighborhood, lack of perceived negative impact upon the surrounding area, and conformance with the Zoning Ordinance. Approval of an amendment to the future land use map be amended to reflect the changes with this application.

### VOTE:

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

Planning Commission Hearing (s) was held on: September 25, 2025.

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 3

CASE NUMBER: Z-2506-06

FOR HEARING OF:

REPORT #1: July 24, 2025  
REPORT #2: September 25, 2025  
REPORT #3: October 21, 2025

### I. GENERAL INFORMATION

#### A. APPLICANT:

Ehrhart Griffin & Associates  
Attn: Terry Morrison  
3552 Farnam St.  
Omaha, NE 68131

#### B. PROPERTY OWNER:

Great Lakes Capital  
Attn: Gary Vizioli  
7410 Aspect Drive, Suite 100  
Granger, IN 46530

#### C. GENERAL LOCATION:

1724 Wilshire Drive

#### D. LEGAL DESCRIPTION:

Lot 6, Tiller's 4<sup>th</sup> Addition, located in the Northeast ¼ of Section 35, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### E. REQUESTED ACTIONS:

1. Rezone Lot 6, Tiller's 4<sup>th</sup> Addition from BG to RG-8-PS, with site plan approval.

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

BG, Parking Lot/Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain a change of zone with site plan approval to allow for the construction of a multifamily residential development.

**H. SIZE OF SITE:**

The site is approximately 1.51 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

Lot 6 is presently vacant and partially covered with a parking lot. This property is the former site of a putt-putt golf course, of which the parking lot has remained.

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

- 1. **North:** Commercial/Office, BG
- 2. **East:** Commercial, BG
- 3. **South:** Commercial, BG
- 4. **West:** Multifamily Residential/Senior Housing, RG-20

**C. RELEVANT CASE HISTORY:**

- 1. On March 12, 2007, the City Council declared Lot 6, Tiller’s 4<sup>th</sup> Addition, as blighted and substandard.
- 2. On June 26, 2025, the Planning Commission recommended approval of a redevelopment plan for Lot 6, Tiller’s 4<sup>th</sup> Addition. The City Council approved this request on July 15, 2025.
- 3. On July 24, 2025, the request to rezone Lot 6, Tiller’s 4<sup>th</sup> Addition, from BG to RG-8-PS, with site plan approval, for the purpose of multi-family residential development, was continued to the August 28, 2025, Planning Commission meeting.
- 4. On August 28, 2025, the request to rezone Lot 6, Tiller’s 4<sup>th</sup> Addition, from BG to RG-8-PS, with site plan approval, for the purpose of multi-family residential development, was continued to the September 25, 2025, Planning Commission meeting.
- 5. On September 25, 2025, the Planning Commission recommended approval of a request to rezone Lot 6, Tiller’s 4<sup>th</sup> Addition, from BG to RG-8-PS, with site plan approval.

**D. APPLICABLE REGULATIONS:**

1. Section 5.13, Zoning Ordinance, regarding RG-8 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding PS (Planned Subdivision) uses and requirements.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as commercial. A motion to approve this request should also include a motion to amend the Future Land Use Map for multifamily residential use.

**B. OTHER PLANS:**

The applicant has been approved for the use of Tax Increment Financing (TIF) for this project.

**C. TRAFFIC AND ACCESS:**

1. There is no MAPA traffic data information available for this area.
2. Access is proposed from two points, both of which are along Wilshire Drive.

**D. UTILITIES:**

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

**E. ANALYSIS:**

1. Terry Morrison, on behalf of Ehrhart Griffin & Associates, has submitted a request for rezoning with site plan approval for Lot 6, Tiller's 4<sup>th</sup> Addition, for the purpose of multi-family residential development.
2. The property is currently zoned BG (General Business). The intent of the RG-8 district is to permit very high-density development, multi-story apartment development, and other uses that are typical and compatible with the operation of apartment houses.

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

3. The site plan consists of 80 apartment units in one building. The proposed unit breakdown is as follows: 20 one-bedroom, 39 two-bedroom, 12 three-bedroom,

and 9 four-bedroom apartments. As such, 74% of the building will be one- and two-bedroom units.

The building will have a level of underground parking, with 4 stories of residential units.

4. In connection with this request, the applicant has submitted a text amendment to allow for the proposed density. The proposed text amendment would allow a minimum of 675 square feet of lot area per dwelling unit.

Under the current RG-8 guidelines, no more than 73 units would be allowed. The current RG-8 regulations require the first four units of a multifamily dwelling to have a minimum lot area of 2,500 square feet per unit; after which, the minimum lot area may be 800 square feet per unit.

As shown on the site plan, the proposed density for this development is approximately 721 square feet of lot area per unit outside of the first four units.

5. The site plan shows 56 standard parking stalls and 3 ADA parking stalls for a total of 59 surface stalls. It also notes 58 standard parking stalls and 3 ADA parking stalls for a total of 61 lower-level parking garage stalls, for a combined total of 120 stalls. This averages 1.5 parking stalls per unit. The ordinance requires two parking stalls per unit. Through the Planned Subdivision Overlay and the site plan approval process, the City Council can approve a reduction of the minimum parking requirements.

A similar multifamily development, Ascend on 75, recently constructed near Childs Road and Nebraska Drive, was approved with a 1.5:1 parking ratio. This apartment complex offers one-, two-, and three-bedroom units. In addition to the surface parking on site, the City Council approved the site plan to include 22 on-street parking spaces to count towards the 1.5:1 parking ratio.

6. The applicant is proposing a playground area with play panels, a play structure, and seating. Details of the playground are provided as part of the proposed landscape plan.

Heber Neighborhood Park is within walking distance of the property and includes a playground, picnic area, and shelter.

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

8. The proposed buildings will need to meet the requirements of Section 8.12, Zoning Ordinance, regarding design standards. Compliance with this will be reviewed as part of the building permit process.

9. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, and the Bellevue Public School District. 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.

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

JEO (contracted by the city) requested minor revisions to the drainage plan. The applicant's engineer has satisfied these comments.

Chief Building Official Mike Christensen had comments pertaining to the existing retaining wall located on the property to the west in connection with the proposed construction. The applicant's engineer provided the additional information needed to address these comments.

Donald Gifford, Fire Department, had comments pertaining to the width of the access points. The applicant's engineer has since satisfied these comments.

No other comments were received on this case.

10. Per the site plan, sidewalks will be installed as part of this development.

11. A traffic study was done at the request of the Public Works Department. The traffic impact analysis was completed by Felsburg Holt & Ullevig (FHU) in May 2025. Staff has reviewed the study. No street improvements in the study area are being recommended as a result of this development.

12. Access is being proposed from two points along Wilshire Drive. To aid in the flow of traffic, these access points will be one-way; the southern access point will be the entrance into the development, with the northern access point being the exit.

13. The Future Land Use Map of the Comprehensive Plan shows this area as commercial. A motion to approve the development should also include a motion to amend the Future Land Use Map.

Staff supports an amendment to the Future Land Use Map. Existing development in the area is a mix of commercial and multifamily, including multifamily housing along the Harlan Drive corridor.

14. Staff believes multifamily residential development is compatible with the adjacent neighborhood, and this would be a beneficial development for the city.

Under the current BG zoning, there are approximately 95 commercial uses that are permitted and could be constructed by right. Some of these uses include a car wash, convenience store with fuel pumps, restaurant (to include drive-thru service), tavern/cocktail lounge, grocery store, hotel, as well as numerous retail uses. Subsequently, the Planning Department believes a residential use, to include a high-density residential use, would have less of a negative impact on the adjoining properties. As previously mentioned, the existing neighborhood is a mix of residential and commercial uses with BG, RG-8-PS, and RG-20 zoning.

**F. TECHNICAL DEFICIENCIES:**

None.

**IV. DEPARTMENT RECOMMENDATION**

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

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon compatibility with the surrounding neighborhood, lack of perceived negative impact upon the surrounding area, and conformance with the Zoning Ordinance. APPROVAL of an amendment to the Future Land Use Map to reflect the changes with this application.

**VI. ATTACHMENTS TO REPORT**

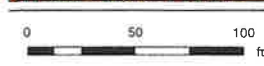
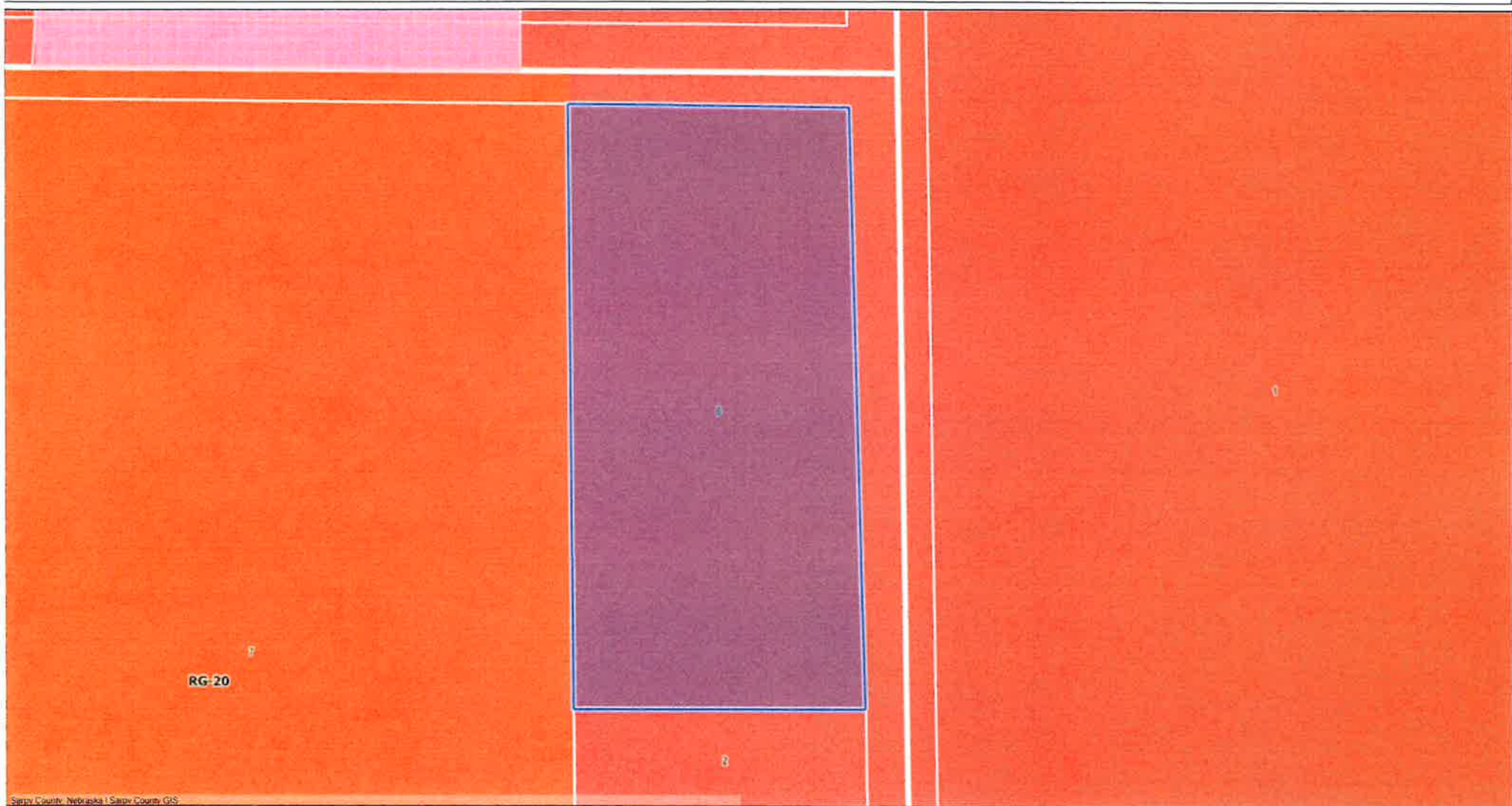
1. Vicinity Map/Zoning Map
2. 2024 GIS aerial photo of the property
3. Site plan received September 17, 2025
4. Landscape plan (to include playground area detail) received September 12, 2025
5. Zoning Justification letter from Brent Beller received September 2, 2025
6. -PS Zoning Justification letter from Brent Beller received September 2, 2025

**VII. COPIES OF REPORT TO:**

1. Great Lakes Capital – Gary Vizioli
2. Fullenkamp Jobeun Johnson & Beller LLP - Brent Beller
3. Ehrhart Griffin & Associates – Terry Morrison
4. Public Upon Request

  
Assistant Planning Manager

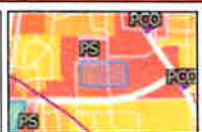
 09/30/2025  
Planning Director                      Date of Report



Map Scale 1: 900



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



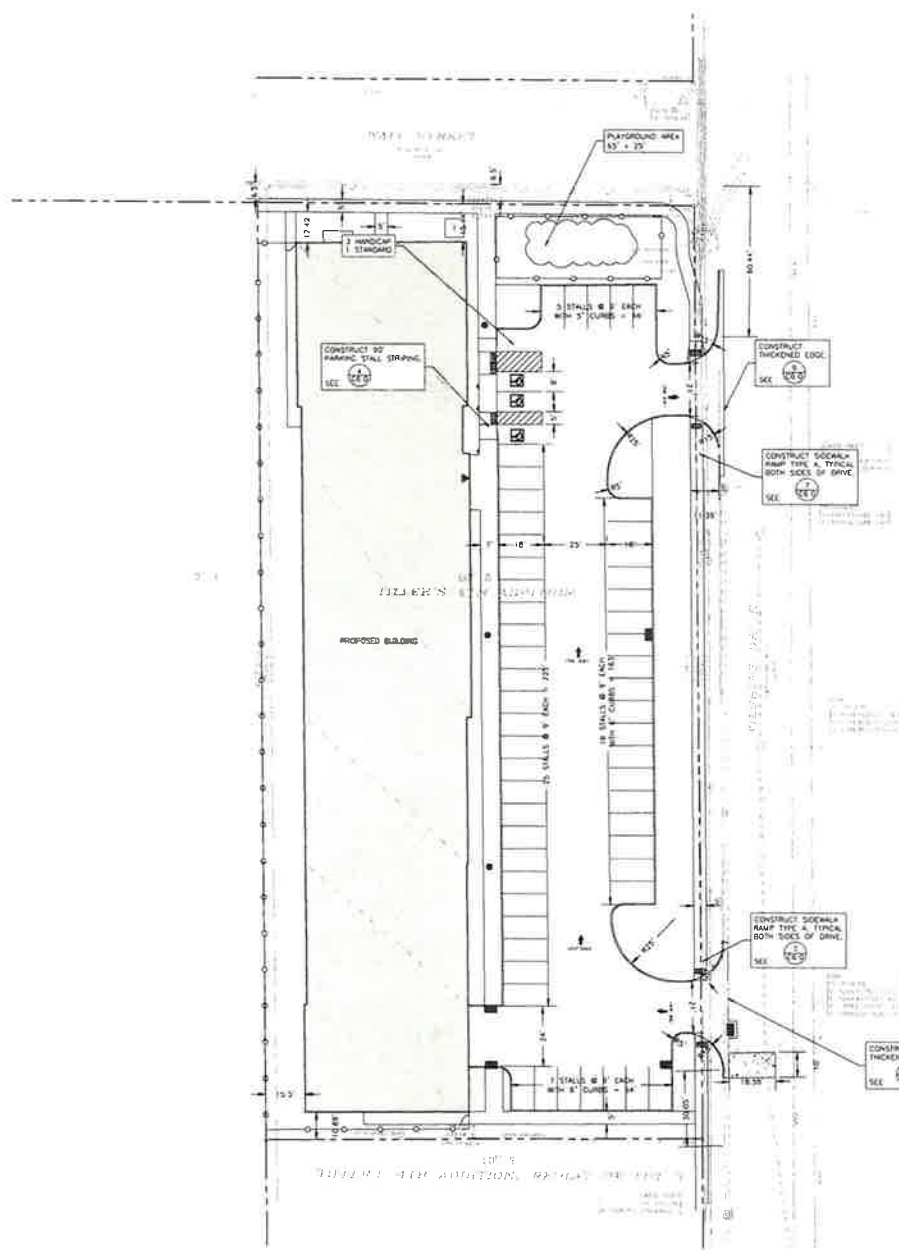
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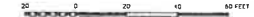
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes



SCALE 1" = 20'



NOTE:  
UNDEGROUND UTILITY LOCATIONS SHOWN ARE FROM SUPPLIERS PROVIDED TO US FROM STREET OWNERS. VERIFY COMPANY AND UTILITY BEFORE ANY EXCAVATION. THIS INFORMATION IS PROVIDED ONLY AS A GENERAL REFERENCE TO THE LOCATION AND DEPTH OF UTILITIES. CALL 811 TO VERIFY UTILITY LOCATIONS PRIOR TO DIGGING.

LEGEND

- - - PROPERTY LINE
- PROPOSED 9" P.C.C. PAVEMENT SEE [Symbol]
- PROPOSED 7" P.C.C. PAVEMENT WITH INTEGRAL CURB SEE [Symbol]
- PROPOSED 5" P.C.C. SIDEWALK PAVEMENT SEE [Symbol]
- ▲ PROPOSED BUILDING PROGRESS/EGRESS
- - - PROPOSED FENCE
- PROPOSED BOLLARDS

NOTES:

- 1 REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS. THE CONTRACTOR SHALL ADJUST THE BUILDING LOCATIONS AS NECESSARY TO ACCOMMODATE THE FEATURES ON THE SITE AND MAINTAIN SETBACK REQUIREMENTS. THE CONTRACTOR SHALL ADJUST HIS SUBGRADE PREPARATION BASED ON THE DIMENSIONS OF THE BUILDING PROVIDED BY THE ARCHITECT.
- 2 CONTRACTOR SHALL CONTACT D'RHAMPT GRIFFIN & ASSOCIATES (402) 361-0631 FOR COORDINATE FILE FOR CONSTRUCTION STAKING. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL PROPERTY LINES AND DIMENSIONS BEFORE BEGINNING CONSTRUCTION OF ANY IMPROVEMENTS. CONTRACTOR SHALL VERIFY THAT BUILDING SETBACK DIMENSIONS MEET ALL APPLICABLE LOCAL AND STATE BUILDING AND FIRE CODES.
- 3 PROVIDE EXPANSION JOINTS AT ALL LOCATIONS WHERE PAVEMENT ABUTS BUILDING.
- 4 THE CONTRACTOR WOULD BE REQUIRED TO INSTALL CITY OF OMAHA APPROVED CAST IRON DETECTABLE WARNING PANELS FOR WHEELCHAIR RAMP INSERTS ALONG WITH 3/8" INCH EXPANSION JOINT MATERIAL. JOINTS WOULD NEED TO BE SEALED WITH A HOT APPLIED TYPE 2 SEALANT OR A POLYURETHANE, SILICONE OR EPXYMATIC LIQUID MATERIAL MEETING ASTM D5893.

| PARKING STALL COUNT         |                             |
|-----------------------------|-----------------------------|
| STANDARD STALLS             | 3                           |
| ADA STALLS                  | 3                           |
| PARKING GARAGE              | 6                           |
| <b>TOTAL STALLS</b>         | <b>120</b>                  |
| 36 STALLS @ 33' SQ. FT.     | 1188 SQ. FT. OF GREEN SPACE |
| 1153 SQ. FT. OF GREEN SPACE | 1153 SQ. FT. PROVIDED       |

AGENCY APPROVAL

ALLEY POYNER  
MACCHIETTO  
ARCHITECTURE

100% DD SUBMITTAL  
NOT FOR CONSTRUCTION  
07/11/2025

REVISION DATE  
Project Number: 25010  
Date: 07/11/2025  
COPYRIGHT © 2025

SITE LAYOUT PLAN

RECEIVED  
SEP 17 2025  
PLANNING DEPT.

C1.1



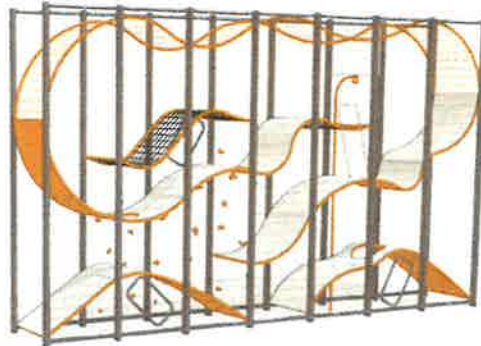
RECEIVED  
 SEP 12 2025  
 PLANNING DEPT.

The Wilshire  
 Great Lakes Capital

1724 Wilshire Dr.  
 Bellevue, NE 68005



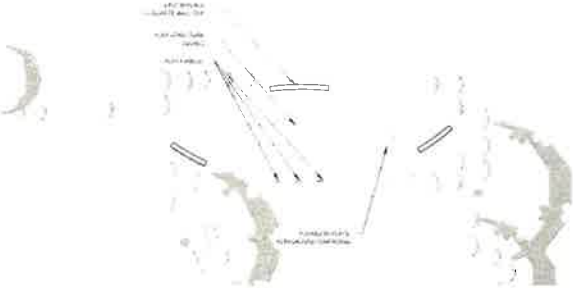
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 MODEL 345299  
 MANUFACTURER: LANDSCAPE STRUCTURE



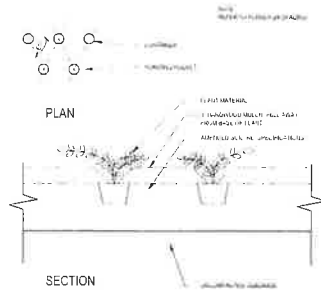
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 MODEL WALLHOLLA 7  
 MANUFACTURER: GORIC



CONCRETE SEAT WALL



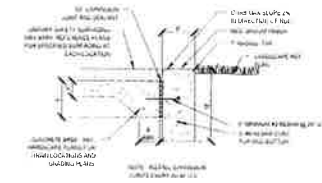
ENLARGED PLAYGROUND AREA 08



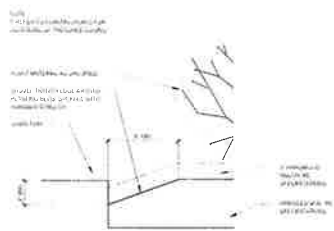
CONTAINER PLANTING 07



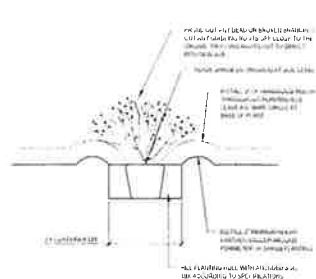
PLAYGROUND SURFACING 06



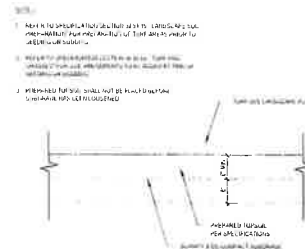
THICKENED EDGE DETAIL 05



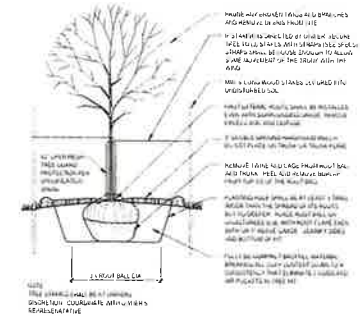
TRENCH EDGE 04



SHRUB PLANTING 03



FESCUE SOD 02



DECIDUOUS TREE PLANTING 01

AGENCY APPROVAL



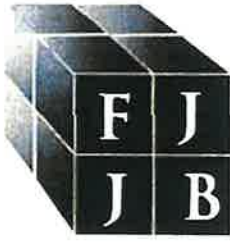
ALLEY POYNER  
 MACCHIETTO  
 ARCHITECTURE  
 NE Corbin Ave. of Columbus, CA 94133  
 Phone: 402.541.0122

100% DD  
 SUBMITTAL

| REVISION         | DATE       |
|------------------|------------|
| Project Number   | 25010      |
| Date             | 09.11.2025 |
| COPYRIGHT © 2025 |            |

LANDSCAPE DETAIL

L2.0



FULLENKAMP  
JOBEUN  
JOHNSON &  
BELLER LLP

JOHN H. FULLENKAMP  
LARRY A. JOBEUN  
MARK B. JOHNSON  
BRENT W. BELLER  
ROBERT T. GRIFFITH

September 2, 2025

RECEIVED

SEP 02 2025

PLANNING DEPT.

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

RE: The Wilshire – Zoning Justification Letter

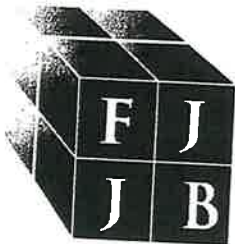
To Whom It May Concern,

We are outside legal counsel for Great Lakes Capital in connection with their proposed development of the real property located 1724 Wilshire Drive, Bellevue, Nebraska. Great Lakes Capital proposes to develop the 1.49-acre site into a 80-unit low-income multi-family residential apartment building. The project encompasses all of Lot 6 Tiller's 4th Addition, which is currently zoned "BG". In connection therewith, Great Lakes Capital is requesting to rezone the subject property to RG-8, with a PS Overlay, in compliance with the City of Bellevue's zoning ordinance, provided, that, the applicant will request a waiver to the density requirements, as referenced in the actual zoning application.

We appreciate the City of Bellevue's consideration of our application, and with this rezoning request, Great Lakes Capital will be able to develop and construct much-needed low-income housing that will provide affordable housing options for the residents of Bellevue.

Thank you.

Brent W. Beller, Esq.



FULLENKAMP  
JOBEUN  
JOHNSON &  
BELLER LLP

JOHN H. FULLENKAMP  
LARRY A. JOBEUN  
MARK B. JOHNSON  
BRENT W. BELLER  
ROBERT T. GRIFFITH

September 2, 2025

RECEIVED

SEP 02 2025

PLANNING DEPT.

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

RE: The Wilshire – PS Overlay

To Whom It May Concern,

We are outside legal counsel for Great Lakes Capital in connection with their proposed development of the real property located 1724 Wilshire Drive, Bellevue, Nebraska. Great Lakes Capital proposes to develop the 1.49-acre site into a 80-unit low-income multi-family residential apartment building. The project encompasses all of Lot 6 Tiller's 4th Addition, which is currently zoned "BG". In connection therewith, Great Lakes Capital is requesting to rezone the subject property to RG-8, with a PS Overlay, in compliance with the City of Bellevue's zoning ordinance. Per Section 5.17.03, a justification for the PS Overlay request needs to meet one of the subsections of Section 5.17.03. The proposed project proposes to develop a "work force housing" multi-family residential project, that is truly affordable.

Subsection (1) of 5.17.03 provides that "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". Without question, the City of Bellevue, along with the surrounding metro area, are desperately seeking to provide more affordable housing options to the residents of Bellevue. In addition, in order to serve all resident's needs, including those with children, units with multiple bedroom options is a must. This project is one of very few multifamily projects that is considered truly "affordable" (with the utilization of low-income tax credits), and also offers both three and four bedroom units. Having this sort of unit mix is serving a public interest. Further, the surrounding neighbors are also undertaking residential uses (west of the parcel), and to the south is an optical doctor practice that may actually benefit from the development, as it is likely that many residents will be interested in walking next door for their optical needs.

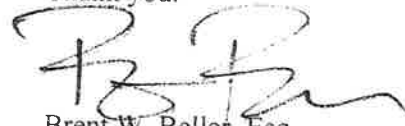
Subsection (2) of 5.17.03 speaks to the configuration of the parcel in question. The parcel in question has remained vacant and un-developed for the better part of 20 years. The parcel has been listed for sale for almost 25 years. Part of the reason this parcel has remained undeveloped is that the parcel is constrained site (1.49 acres), which makes commercial and residential develop difficult, meaning, the developer must be able to utilize as much of the site as is possible. Further the topography of the site slopes hard to the west and south, which further compounds the amount of land that is available for development. The PS overlay allows for the necessary modifications to the zoning code (parking and density) for a development like the proposed to be feasible.

Subsection (3) of 5.17.03 speaks to new and innovative planning methods that further serve public interest. As stated above this development provides a range of affordable housing options, which will directly benefit the public with the addition of much needed workforce housing. Further, the costs for a project of this scale are the exact same as a market rate project, BUT the rents for this project are far below market rental rates. This development will utilize 4% low-income taxable bonds, sponsored by NIFA. In order to meet the debt service on the 4% bonds, the project must have at least 80 units in order for the project to meet the required bond debt service coverage. Originally the development proposed 120+units, but in discussions with the City the developer was able to lower the unit count to 80 units, which is the lowest amount of units that will be able to meet the debt service coverage requirements. By pursuing and utilizing the low-income tax credit program, the developer will continue to meet and benefit the public by providing truly affordable workforce housing.

Subsection (4) of 5.17.03 speaks to the PS request not being for "convenience, profit or caprice". The developer's interest in this parcel is simply based on the need to provide for workforce housing at price point and location that makes sense on all levels. Developer's that undertake true "affordable" housing projects have the same costs as market rate projects. It is imperative that the developments like the Wilshire find locations that are fairly priced, because again, costs will always be factor in providing affordable housing. As such, a constrained parcel like this one offers the developer an opportunity to have a lower basis in the land, and then offset that lower land price with increased amenities for the actual above ground improvements. With a smaller parcel like this one, the PS overlay allows for flexibility on zoning standards like density and parking. There are easier parcels to develop, but those parcels are often not located in an areas where the targeted residents may intend to work, live or go to school. Those other parcels also are priced at higher premium which add with the high costs of construction would not allow this project to remain "affordable" under the guidelines of NIFA, and the low-income tax credit program.

We appreciate the City of Bellevue's consideration of our application, and with this rezoning request, Great Lakes Capital will be able to develop and construct much-needed low-income housing that will provide affordable housing options for the residents of Bellevue.

Thank you.



Brent W. Beller, Esq.

ORDINANCE NO. 4199

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 1724 WILSHIRE DRIVE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 6, Tiller's 4<sup>th</sup> Addition, located in the Northeast 1/4 of Section 35, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From BG (General Business District) to RG-8-PS (General Residential District, 800 square feet per unit, Planned Subdivision Overlay)

(Ehrhart Griffin & Associates)

Section 2. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 3. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

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

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

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

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

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



develop | invest

October 21, 2025

To the City Council Members of Bellevue,

Thank you for considering our perspective regarding the proposed rezone of Lot 6, Tiller's 4th Addition (Case #: Z-2506-06) and the related Text Amendment to Section 5.17, Planned Subdivision Overlay. We appreciate the opportunity to address the concerns raised by the owners and residents of Freedom Village of Bellevue. We have been in communication with the owners since October 2024, sharing information regarding our plans and working to address their concerns as we learn of them (although we were never offered a chance to meet with the residents of Freedom Village). Our proposed development offers significant benefits to the community. We have observed that unfortunately, the points of opposition presented by the owners and residents of Freedom Village are rooted in speculation, fear, and perhaps even a bias against families and children, rather than being based on facts and data. Thus, we respectfully submit the following fact-based responses to their points.

### **Who will live here**

First, it is important to provide clarification to the confusion to some definitions that have been used to describe the different types of housing. There are different names for different types of housing and the types of residents that housing serves. The three primary forms of affordable housing are single site public housing, Section 8 housing choice vouchers where tenants receive vouchers to subsidize their rent that is paid directly to landlords, and single site buildings using the Low-Income Housing Tax Credit ("LIHTC", a program established by the Tax Reform Act of 1986, signed into law by President Ronald Reagan).

The original establishment of affordable housing was a government-built and owned public housing property and operated by a local Public Housing Authority as part of the federal public housing program in 1937. The federal government built and owned public housing buildings that provided housing to individuals and families at the very lowest income levels, primarily those in extreme poverty. These projects were famously underfunded and as a result were often poorly operated. The commonly cited worst example of Public Housing was Cabrini Green in Chicago, where crime was an issue and the

extreme concentration of poverty was prevalent. This led to a moratorium on all public housing programs in 1974. While public housing exists today, in 2012 the Rental Assistance Demonstration (RAD) program was created by HUD as a way to move public housing out of government ownership and into the hands of the private market. The government understood its failures but recognized that the market could not produce housing for low-income individuals and families due to investors inability to earn a return on their investment. Thus far, the RAD program has been an exciting and highly successful program in cities and townships throughout the country.

Section 8 vouchers are available to individuals and families who qualify to use to supplement their out of pocket rent payment so that they pay no more than 30% of their income on housing expenses. These are usually referred to as Housing Choice Vouchers because they essentially allow the tenant to choose where they want to live. Tenants can qualify for these vouchers if they make less than 50% of the Area Median Income (“AMI”), which for the Omaha metro area is \$54,740 for a family of four. Income Limits for all AMI levels and household sizes are attached as Appendix A.

In 1986, the Low-Income Housing Tax Credit was passed by Congress in a widely bi-partisan fashion. This program introduced a public-private partnership whereby the federal government created a funding mechanism to provide the necessary equity needed to create or rehabilitate affordable housing. A federal tax credit is issued to developers over a 10-year period for the development of rent restricted housing for individuals and families earning no more that 60% of AMI who in turn will pay no more than 30% of their income for rent and utilities. (In one variation of the program, which is being used by Wilshire Apartments, some residents can earn up to 80% of AMI.) Developers then sell these tax credits to corporate entities such as Berkshire Hathaway, Wells Fargo, and U.S. Bank to obtain the upfront equity needed for the project. The tax credits are administered at a local level by a state housing finance agency. In Nebraska that agency is the Nebraska Investment Finance Authority or NIFA.

The LIHTC is the most widely used funding mechanism in the country to build affordable housing. Just this year, another successful bi-partisan Congressional effort resulted in an expansion and strengthening of the LIHTC program as part of the wider “One Big Beautiful Bill”. We all may believe that Congress struggles to agree on much, but Congress certainly does agree that the LIHTC program is a critical tool for the production and preservation of safe, affordable rental housing for Americans. In this economic environment, affordable housing is workforce housing. The occasional and unfortunate confusion of the Low-Income Housing Tax Credit with the failed public housing projects of decades past unfairly and inaccurately associates the highly successful LIHTC program with a completely different federal program that it has nothing to do with. **Wilshire Apartments will be a LIHTC housing development, not public housing.**

Wilshire Apartments will provide rental homes to households who earn between \$31,840 and \$90,960 per year. In its 2025 Qualified Allocation Plan, NIFA has incentivized housing a spectrum of income levels that includes households earning from 40% of AMI to 80% of AMI. AMI is established annually by HUD at the local MSA level using information from the American Community Survey and is \$109,000 for a family of four in the Omaha-Council Bluffs MSA. Wilshire Apartments will include income levels at the following quantities (based on family of four):

- 8 Units – 40% AMI or up to \$43,800
- 60 Units – 60% AMI or up to \$65,700
- 12 Units – 80% AMI or up to \$87,600

Below is a list of professions in Bellevue that qualify in this income range with citation at the end of this letter:

#### 40% AM

- Janitor/Cleaner: \$37,489 a year. [1]
- Office Clerk (entry-level): \$42,911. [2]
- Childcare Worker: approximately \$30,305 annually. [3]
- Administrative Assistant: \$38,084 per year. [4]
- Customer Service Representative: \$36,880 per year. [5]

#### 60% AMI

- Certified Nursing Assistant (CNA): \$53,913 annually for full-time. [6]
- Bus Driver: \$46,674. [7]
- Dental Assistant: \$45,521. [8]
- Manufacturing Production Workers: Average salary \$39,645 [9]
- Bookkeeping Clerk: \$51,438 [10]
- Licensed Practical Nurse (LPN): \$53,891 [11]
- IT Support Specialist (entry-level): \$48,688. [12]

#### 80% AMI

- Software Developer \$65,000-\$75,000 [13]
- Nurse Case Manager \$62,000-\$83,000 per year [14]
- Kitchen Manager \$65,000-\$85,000 per year [13]
- Corporate Tax Accountant \$65,000 - \$85,000 per year [13]

A table of maximum rents is listed in Appendix A. These are maximum rents established by HUD annually. An independent market study has been completed to identify what the local market is paying for both LIHTC housing and market rate housing. This market study ensures that developers know what LIHTC rents are in that particular target market. In no instance can a LIHTC building charge more than the maximum rent established minus the utility allowance identified in that particular area. For example, if maximum rent is \$800 and the utility allowances is \$80, then the building can charge no more than \$720. But if the local LIHTC rents are lower, then the building will usually charge what is in line with the LIHTC market to ensure there is an adequate number of tenants.

## **Our Responses to Claims Made about the Project**

Below we provide responses to claims made by owners and residents of Freedom Village, as well as provide data requested by City Council members.

### **Children**

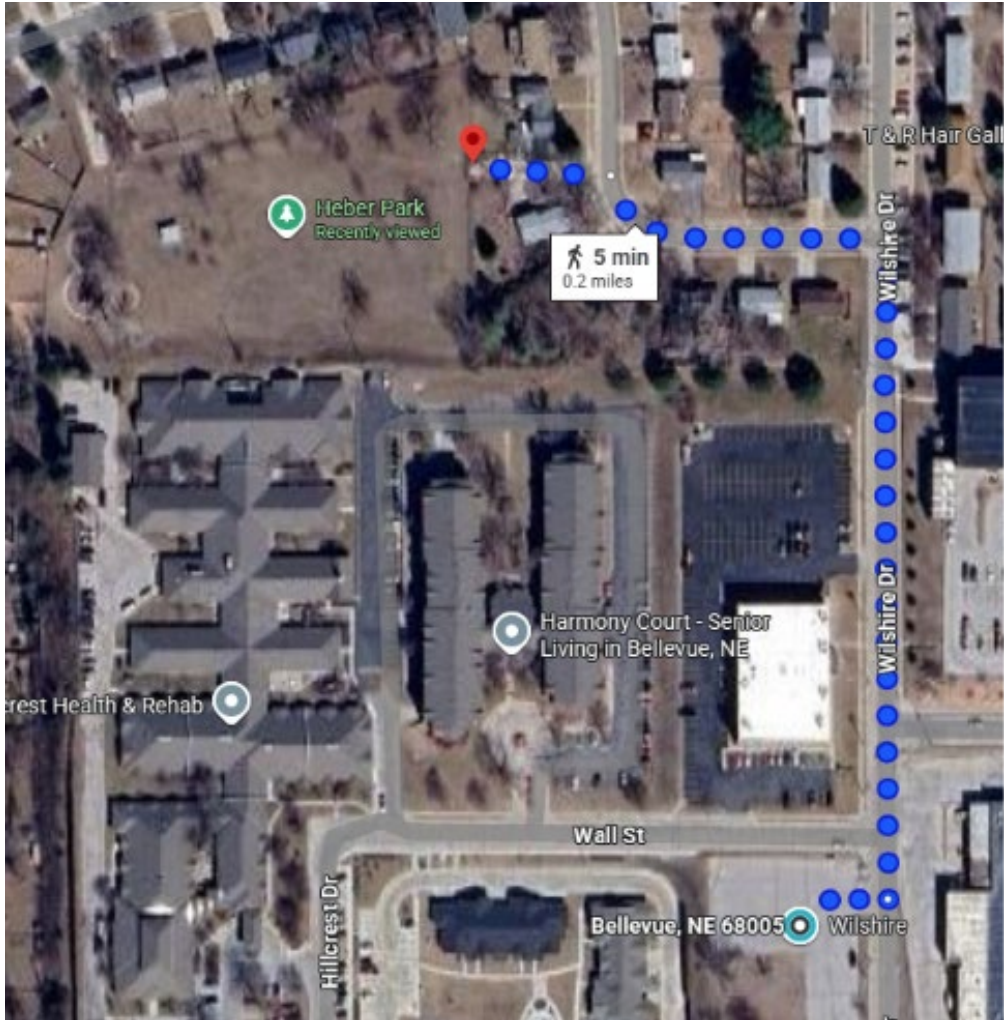
Freedom Village neighbors provided letters and made public testimony at the September 2, 2025 City Council meeting voicing concern of how many children would be living at Wilshire Apartments. There was an assumption stated that “hundreds of children” would be living next door. This is no data that supports this assumption.

While no developer of multifamily housing for individuals and families can state with 100% certainty how many children will occupy a building prior to leasing, we utilize national and local census data, as well as data from other properties (including those managed by the different multifamily property managers we have business relationships with) to make data driven predictions. A baseline reasonable estimate would be that the average one-bedroom unit will have no children, and units larger than one bedroom will have an average of one child per bedroom; this baseline would yield a total of 90 children (across all youth ages) living in the building. We then cross check that with estimate with national and local data. According to census data<sup>[15]</sup> approximately 39% of American households include children. So national census data would suggest that of the 80 households in Wilshire Apartments, approximately 31 would include children. Moving to more local data, the 2023 American Community Survey<sup>[15]</sup> shows that the average household with children in Bellevue, Nebraska has 1.36 children per household, indicating this building might expect to house around 43 children. Still, national and census data are used to ensure we are not underestimating our numbers, and we are planning for 90 (or more) in the building – which the building will more than safely house.

Another common theme in the letters submitted by both the owners and residents of Freedom Village was a question about where children will play. It was speculated that the on-site playground is not adequate for the number of children that might live in the building, but this claim is unfounded. It seems to be based on the incorrect assumptions that 1) all children will be of a similar age to desire use of the playground, and 2) all children who \*would\* use the playground would be on the playground at the same time. Of the children living in the building, it is reasonable to assume that those children under 9 years of age will be the most likely users of the playground, and both experience and common sense prove that an on-site playground is never utilized by all children of a building at the same time (no different than how Belleaire Elementary School, a few blocks away, has a playground that is not sized to accommodate all students at the same time). The playground will be a 1,625 square foot fenced in area designed for young children with adult supervision, and this is a reasonably sized playground for a multifamily project. It is worth noting that there are other multifamily apartment projects in the city of Bellevue with no on-site playgrounds or amenity space. The building will also have 5,600 square feet of green space behind the building that will be fenced in for safety.

Focusing solely on this playground size does not take into account the fact that the proposed development has excellent access to public parks. Part of the reason this development was successful in receiving a tax credit award from NIFA was due to its excellent proximity to local parks. One of the primary goals of public parks is to help children learn and grow, via: a) direct experience with nature, b) a sense of belonging to their wider community, c) engaging children in informal learning through

play and shared experiences with peers. Letters from Freedom Village owners and residents inaccurately stated that the only public park was a twelve-minute walk and required crossing Highway 370. Highway 370 is also known as Harlan Drive and walking or bicycling to either of the two nearby public parks does not require crossing it. Heber Park is a public park that is 0.27 miles away and approximately a 6 minute walk or 2 minute bicycle ride. The larger Everett Park and Everett Park Splash Pad is a 15 minute walk or 3 minute bicycle ride from Wilshire Apartments. As the Bellevue Planning Department is well aware, cities that utilize “smart development” and “smart growth” principles use public parks such as these as a key part of the city’s development to preserve open space, enhance the surrounding communities, and manage sustainable growth.





Other frequent comments stated in resident letters were concerned with the proximity to an elementary school and the children’s safety while needing to cross Harlan Drive/Highway 370. However, elementary school children living in the building will attend Birchcrest Elementary School and have school bus pickup and drop-off service available to them at the corner of Wilshire Drive and Wall Street. Middle School students will attend Logan Elementary and, if walking, will have a 1.1 mile walk crossing via protected crosswalks at Wall Street & Galvin Road or Lloyd Street & Galvin Road, then finally at Harvell Drive and Birchcrest Road. High school students will have a 3/4 mile walk to Bellevue East High School with a protected crosswalk at Wall Street & Galvin Road. None of these routes would require children to pass Freedom Village, nor cross Harlan Drive/Highway 370 (not to mention that many families choose to simply drive their middle school and high school children to and from school).

Finally, some Freedom Village residents even posed concerns of living next to children and children “invading their green space” or being attracted to their fire pit. First, it seems worthwhile to state the obvious: the existence of a nice, well maintained property (such as Freedom Village) does not, and should never, preclude a developer from building a nice, well maintained **multifamily** property in an adjacent or nearby lot (otherwise,, multifamily buildings would never be permitted to be constructed in nice, well maintained areas, which is such a nonsensical concept that it almost feels silly to point out).Second, arguments such as these that target children and families and attempt to cast them in a negative light are precisely why both the federal government and the State of Nebraska have enacted fair housing laws. These laws prohibit housing discrimination based on “protected classes”, such as religion, disability status, age, military status, and **familial status** (which includes, but is not limited to,

discrimination against families with children under 18 years of age). Such discrimination practices – whether in the area of leasing, property management and operations, lending, zoning and land use, or permitting – aren't just unfair, they are violations of federal and state law.

## **Crime**

The senior citizens at Freedom Village posed questions about whether children would create safety concerns on their property. Statements in the letters such as “The safety and security of the 56 families already living here would be jeopardized” or “The neighborhood will change drastically” and “This development would threaten the peace and security of Freedom Village” indicate the assumption that the mere presence of children would somehow automatically increase the crime rate of the area. As stated by Bellevue Planning Commissioner Bruce Yoder in a September 25 meeting of the Planning Commission, “The addition of affordable housing to a neighborhood does not mean there will be an automatic increase in crime.” In fact, several studies have shown that affordable housing actually decreases crime. In a study conducted by the University of California Irvine’s Livable Cities Lab<sup>[30]</sup>, researchers collected and analyzed years of data to explore the real effect on home values and crime rates before and after the placement of affordable housing. According to the research, “The placement of affordable housing does not negatively impact the surrounding community, and in many ways, it enhances both local property values and increases public safety.” In another study conducted at Colgate University in 2024<sup>[29]</sup>, researchers found that the addition of affordable housing to a census tract has a negative correlation with additional crime suggesting that the addition of low-income housing might effectively rejuvenate distressed neighborhoods and mitigate neighborhood crime. Studying crime statistics at the county and census tract level, researchers identified that, at worst, there was no increase in crime as a result of the addition of affordable housing.

In addition to the data supporting new affordable housing decreasing crime, in our real estate development experience, we have seen that the presence of police and proximity to a police station are deterrents to crime. Nick Goede, Development Director at Great Lakes Capital and development lead for this project, worked for three different companies that owned or managed the same market rate apartment building in Des Moines, Iowa over a 10-year period. In 2008 the Des Moines Police Department rented space on the main floor of the building and stationed their Neighborhood Based Service Delivery unit there. Subsequent to this unit being stationed there, crime statistics in the surrounding area decreased. It was a clear example of the influence the police had merely with their presence. As mentioned by several residents, Wilshire Drive is a common travel route for the police in Bellevue; the Bellevue Police Department is located quite literally around the corner from 1724 Wilshire Drive. A police officer could walk from the police station to the building in less than five minutes. It is difficult to imagine a multifamily apartment building located any closer to the Bellevue Police Department than this project.

## **Traffic**

Further common arguments cited in resident letters claimed that traffic would be significantly impacted and invasive in the neighborhood as a result of the project. However, the data analyzed by traffic experts proved that this is simply untrue.

A traffic study conducted earlier this year by Felsburg Holt & Ullevig (a multidisciplinary consulting firm specializing in transportation planning, traffic engineering, and other transit related focus areas) was completed under the prior assumption that the project would include 96 apartment units. The study evaluated traffic counts from five different intersections including Wall Street & Wilshire Drive (both the northern and southern intersections), Harlan Drive & Wilshire Drive, Hillcrest Drive & Harlan Drive, and Wall Street & Galvin Road. The study assessed the existing traffic counts and travel patterns, the additional travel demand created by the new development, how many trips would be generated by the new residents, when the peak morning and evening travel periods would be, how those trips would be distributed based on existing travel patterns, whether traffic signals and turning lanes are needed, how traffic would be effected on a daily basis, and the impact to pedestrian traffic. After all the different points of analysis were studied, the conclusion of the engineers who conducted the study was that no additional traffic lights, turning lanes, stop signs or pedestrian crossings would be needed as a result of the addition of 96 units at 1724 Wilshire Drive. In addition, the study estimated that during the peak morning travel period (between 7:00am-8:00am), the site would generate 31 trips, and that during the peak afternoon travel period (between 3:00pm-4:00pm), the site would generate 38 trips. Furthermore, the study predicts trips generated from the site would move away from the Hillcrest areas due to the lack of incentive to travel on Wall Street or Hillcrest Drive as the residents of 1724 Wilshire Drive would gain no advantage by utilizing Wall Street and Hillcrest Drive. While this does not mean those residents might not occasionally use these streets, they simply have no benefit to using them to travel to most destinations. While the traffic study was not updated to consider 16 less units, it is reasonable to conclude that the 80 units now planned for the project would clearly generate even fewer trips than those concluded by the study.

## **Density**

The claim that the proposed density is "too large" and that Bellevue's RG-8 zoning already allows more density than other jurisdictions for multi-family zoned districts requires further context. The text amendment for the BGM zoning district, as noted in the opposition letter, allows for mixed-use developments that integrate businesses and apartments, often with higher densities to support urban services and amenities. The opposition cites various neighboring city regulations. However, these examples often come with their own specific use cases and surrounding context that differ from a straightforward comparison. For instance:

- Omaha's R-8 district, a high-density multi-family district, is described as "most appropriate in centrally located areas near supporting urban services" and major institutional, employment, and community centers, allowing a minimum of 500 square feet of lot area per unit. Our proposed development, with 721 square feet of lot area per unit, falls within a reasonable range when considering Omaha's allowances for high-density areas.
- Omaha's NBD (Neighborhood Business District) allows for an even higher density of 200 square feet of lot area per dwelling unit, and the CBD (Central Business District) allows 100 square feet of lot area per dwelling unit. These examples demonstrate that higher densities are not unprecedented in the region, especially when considering areas with access to amenities.
- 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.

The comparison to Freedom Village (RG-20) and Harmony Court (RG-8) is extremely misleading.

Those projects are senior-specific developments, which inherently have different tenant profiles, occupancy patterns and associated needs compared to general multi-family housing. The intent of our project is to provide much-needed housing for individuals and families, which by its very nature will have different density characteristics. The proposed 721 square feet of lot area per unit for our general multi-family development should be evaluated on its own merits and in the context of broader Bellevue housing needs, not solely against senior living facilities.

Some Freedom Village residents also posed concerns around density, suggesting the site was too small to hold the quantity of people who will live in the building and saying they couldn't understand how a building on this site could work and provided anticipated occupancy load based on flawed mathematical assumptions. The discrepancy in occupant load calculations is a critical point that requires resolution. The table referenced by Hillcrest indicates an occupant load of 401 based on floor space to size egress capacities and to determine fire and life safety components. It is not used to calculate the actual anticipated number of residents.

It is understandable that Freedom Village residents would have trouble envisioning how a more densely populated building would function because it's not something they have any experience with or work on day in and day out. The same could be said for Hillcrest owners and operators. Hillcrest's business model is dedicated to another very noble and important need in Bellevue – but a different need – which is building housing for a spectrum of aging people. They have the experience and expertise in developing, owning, and operating that type of property. If their focus is working on senior developments, then clearly it is going to be more difficult for them to envision how a typical affordable housing community works. And for those who aren't developers, architects, or even folks within those professions who have never worked on something comparable to this project before, it is understandable why they would have a challenging time understanding the “nuts and bolts” of a project like this. It is for these very reasons that cities such as Bellevue have a process in place by which a planning and zoning department, staffed with experienced urban planning professionals, reviews a developer's project proposal and requires the developer to enlist a team of additional professionals (architects, engineers, traffic study professionals, general contractors, etc.) for the project. This is to ensure that these decisions are based on facts, data, and experience, rather than fear and speculation.

We have also provided architectural and civil engineering documents showing exactly how the building will fit on the site. The density on this lot is proposed at 721 lot square feet per unit. Great Lakes Capital currently owns and operates five other multifamily properties throughout the Midwest (as well as others currently in development) with even greater density, as shown in the following table:

| GLC Properties           |                           |                |             |               |       |          |             |
|--------------------------|---------------------------|----------------|-------------|---------------|-------|----------|-------------|
| Project Name             | Address                   | City           | Total Units | Parking Ratio | Acres | Units/ac | Lot SF/Unit |
| Hibernia                 | 6325 Victoria Avenue      | St. Louis, MO  | 100.0       | 1.23          | 0.42  | 113.64   | 183         |
| The Madison at Greenwood | 523 South Madison Avenue  | Greenwood, IN  | 329.0       | 1.08          | 1.56  | 62.79    | 207         |
| Evo on Emerson           | 1833 Emerson Street       | Denver, CO     | 81.0        | 1.05          | 0.43  | 187.18   | 233         |
| Skyline Tower            | 855 Webster Street        | Fort Wayne, IN | 123.0       | 1.50          | 0.92  | 133.70   | 325         |
| The Signature Carmel     | 13111 Old Meridian Street | Carmel, IN     | 303.0       | 1.26          | 3.90  | 72.66    | 560         |

In public comments at the City Council meeting and in letters to staff, some Freedom Village residents posed the question “What if this were happening to your neighborhood?” and “Where else has this worked?” Density has been proven to improve neighborhoods socially, economically, and environmentally. According to a joint study between the National Association of Realtors and

Environmental Protection Agency<sup>[19]</sup>, more intense development can help achieve local economic goals, provide housing options, create walkable neighborhoods, and protect the air, water, and open space. Economically, density is a key driver of agglomeration economies, boosting productivity and innovation by lowering transport costs for goods, people, and ideas, and providing access to larger labor markets and specialized services<sup>[20]</sup>. Environmentally compact urban forms are crucial levers for sustainability, as they minimize urban sprawl, preserve natural and agricultural land, and lead to reduced per capita energy consumption. Specifically, high density is negatively correlated with per-capita carbon dioxide emissions in the transportation sector, by promoting walking, cycling, and the viability of public transit and transit-oriented development <sup>[21]</sup>. Despite certain concerns, urban density, particularly when combined with mixed-use, walkable design, fundamentally improves urban life by fostering vitality, increasing opportunities for social interaction, and enhancing access to diverse amenities. This combination contributes to a stronger sense of community and can support better mental health outcomes. <sup>[22]</sup>

## Parking

An independent, third-party parking consultant company, Denison Parking Inc., conducted a detailed parking study to determine, via research, data, and experience, what an adequate amount of parking would be for Wilshire Apartments. This study paid particular attention to the profile (including income levels) of the building's tenant base and the existing parking usage at other LIHTC projects in Bellevue and other nearby cities. **The study (a copy of which has been provided to the City Council) not only concluded that a 1.5 ratio of parking stalls to dwelling units would be sufficient for Wilshire Apartments, but that the actual parking need would be significantly less – specifically, a parking ratio of 1.275 parking stalls to dwelling units would be satisfactory.** This study took into consideration peak load periods, which includes times when residents may have guests over for events. Local and national data shows that tenants of affordable housing own less cars than the average American family. While one letter suggests, without providing supporting data, that the American family owns two cars, the study provides locally observed data that residents of affordable housing in Bellevue, as well as similar suburbs in the Omaha metro, only use approximately one stall of parking per occupied unit. This local data aligns with data from the Bureau of Labor Statistics that empirically shows that affordable housing residents own vehicles at a much lower rate than residents of market rate housing.

An important distinction to recognize is the difference between the parking ratio prescribed by a municipality and the actual number of parking spaces being utilized by residents of affordable housing apartment units. The parking data collected shows that among fifteen observed properties in the Omaha suburbs of Bellevue, Papillion, and La Vista the average prescribed parking ratio was 1.81 parking spaces per dwelling. However, when parking space occupancy was physically counted at peak times, the average amount of parking spaces actually utilized by residents was 55% of the available parking spaces - or 1.01 spaces per dwelling unit, with a high utilization rate of 1.45 stalls per dwelling unit and a low utilization rate of 0.31 stalls per dwelling unit. Parking counts were performed on two separate nights during the peak parking period between 7:00pm and 7:00am. In circumstances where garage parking was available in addition to surface parking, it was assumed that all garage parking spaces were occupied (even though many garage stalls were observed as empty or being utilized as a storage unit). Thus, it is reasonable to assume that the properties with garage parking available actually have a lower utilization rate than the study published, since it could not always be visibly confirmed if a garage unit

that was unopen was being utilized or not.

In addition to parking study data, other development firms in the affordable housing industry were interviewed to identify their recent experience with parking demand. In an interview with The Annex Group, an affordable housing development company with several projects in Omaha, Lincoln, and throughout the country, they confirmed that their experience with affordable housing parking demand was a utilization rate of **one parking space per unit**. The Annex Group cited several projects in and outside of Nebraska, including a 192-unit LIHTC project in Lincoln, near the airport. This project has far less walkability than Wilshire Apartments and was developed with a parking ratio of 1.35 stalls per dwelling unit (in other words, less parking than Wilshire Apartments will have), and according to the developer, it has no parking issues whatsoever. The Annex Group is also currently developing a LIHTC project in the City of Omaha with a 1.0 parking ratio. As our competitors at The Annex Group correctly point out, some residents of LIHTC properties work at night; around 8% to 10% of residents work remotely and thus have less reliance on automobiles; most LIHTC families only own 1 vehicle; and of course, the dynamic nature of parking means that not everyone is ever home at the same time.

The reality of the situation is that the average resident of affordable housing does not have more than one vehicle and building parking in excess of the minimum parking needed to meet the demand only adds unnecessary cost to the development and weakens the project's financial feasibility.

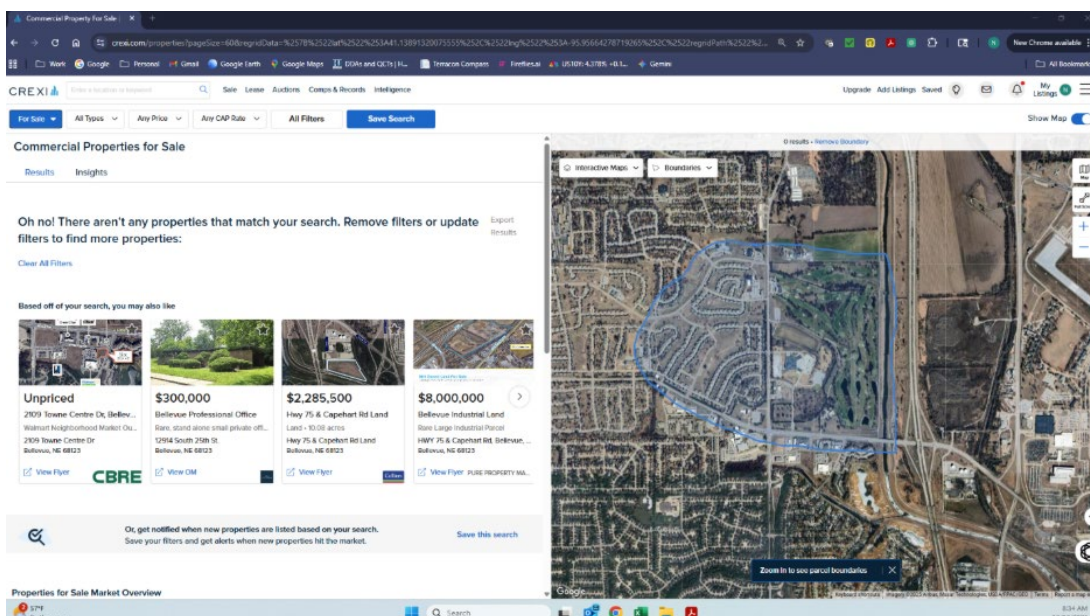
Excessive parking supply, often driven by antiquated municipal parking minimums, carries significant economic, environmental, and social costs for urban areas. Economically, requiring vast amounts of off-street parking inflates housing and development costs, as the hidden expense of land acquisition and construction is inevitably passed on to consumers and tenants, whether or not they own a car<sup>[23]</sup>. Environmentally, dedicated parking infrastructure, particularly large surface lots, increases the impervious surface area of cities, exacerbating the urban heat island effect, contributing to polluted stormwater runoff, and reducing land available for critical green infrastructure<sup>[24]</sup>. Socially, the availability of abundant, often subsidized, parking fundamentally incentivizes solo driving, which increases traffic congestion, promotes unnecessary "cruising for parking," and consumes valuable public space that could otherwise be used for productive housing, walkable amenities, or transit infrastructure<sup>[25][26]</sup>. A study from the Rutgers Center for Real Estate shows the demand for parking at multifamily properties in New Jersey is well below what guidelines require<sup>[27]</sup>. Another study in Boston found that multifamily building parking is significantly underused in the Boston suburbs<sup>[28]</sup>. Finally, excessive parking supply drives up the cost of development and reduces neighborhood affordability when developers are required to build far more parking than their residents need<sup>[29]</sup>. An open air surface lot is estimated to cost between \$10,000 and \$15,000 for each parking space, while structured parking spaces have an average cost of \$37,000 per space.

## Location

Some of the Freedom Village letters claimed that the site "isn't the right location" for this project. 1724 Wilshire Drive has been listed for sale for over two decades. The market has had more than ample time to decide on alternate uses that would be financially feasible while meeting a community need, yet nothing has been developed. The team of Great Lakes Capital and our local partners have been able to identify what is arguably the only viable use for this site. This long period of lack of utilization might suggest that BGM zoning was never the right zoning for this land. While there is vacant land available

in Bellevue, much of it does not match the quality of this site. For example, in the parking study/analysis that was performed, there were over a dozen other LIHTC properties surveyed; compared to those properties, 1724 Wilshire Drive is, by far, situated in the best proximity to many everyday destinations for residents. As you'll see in Appendix B below, Wilshire Apartments has an average proximity of 0.43 miles to destinations such as a grocery store, pharmacy, public park, daycare, elementary school, middle school, bank, bus stop, and restaurants. Heber Park is a 6-minute walk or 2-minute bike ride away. Family Fare is less than a 5-minute walk away. There are three restaurants within a 7-minute walk.

Some of the letters claimed that “there is plenty of vacant land in Sarpy County”. While it may seem like the availability of land in the area is endless, there are many restraining conditions limiting the location of a LIHTC funded project. LIHTCs are federal credits administered at the state level. Each state has the autonomy to administer credits in the best way they see fit. The Nebraska Investment Finance Authority issues a Qualified Allocation Plan annually to outline the parameters of how tax credits are allocated using minimum threshold requirements and a scoring system of 25 different scoring categories. The projects with the highest scores are awarded. Of the 25 scoring categories, three categories are determined by location. One of the primary location elements associated with this site is that it is located within a Qualified Census Tract. HUD uses information from census data, the American Community Survey, and other information collected by the federal government to determine which census tracts have a population with greater than 50% of the population at or below 60% of the area median income. This site is located within one of three qualified census tracts in Sarpy County (see Appendix C). **At the time of the project’s application to NIFA, this site was the only property for sale within the three census tracts.** Most of the land within the three qualified census tracts is developed, on a flood plain, or owned by the Air Force base. Even today, nearly two years after our LIHTC application was submitted, there are only two sites available for sale within the three qualified census tracts, one of which is 0.25 acres, and the other in an area with flood risk. Had 1724 Wilshire Drive been located outside of the qualified census tracts, it would not have scored the necessary points to be awarded an allocation of LIHTCs. This is just a partial perspective of the overall challenges a developer faces to even find a site suitable for a LIHTC project (to say nothing of the challenges that follow once a viable site is identified).



Commercial Property for Sale

CREXI | Enter a location or keyword | Sale Lease Auctions Comps & Records Intelligence | Upgrade Add Listings Saved | My Listings | Show Map

For Sale | All Types | Any Price | Any CAP Rate | All Filters | Save Search

### Commercial Properties for Sale

Results Insights

Oh no! There aren't any properties that match your search. Remove filters or update filters to find more properties.

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Based off of your search, you may also like

|   |  |   |   |
|---|--|---|---|
| <p><b>\$3,500,000</b></p> <p>919 Galvin Road South<br/>Zero Landfill Responsibility Group...<br/>919 Galvin Rd S<br/>Bellevue, NE 68005</p> <p>View Flyer</p> | <p><b>\$65,000</b></p> <p>AMERICAN PLAZA LOT 2<br/>Land - 0.71 acres<br/>983 Hansell Dr<br/>Bellevue, NE 68005</p> <p>View Flyer</p> | <p><b>\$500,000</b></p> <p>2401 Lincoln Road<br/>Industrial - 1,895 SqFt<br/>2401 Lincoln Rd<br/>Bellevue, NE 68005</p> <p>View Flyer</p> | <p><b>\$1,750,000</b></p> <p>810 Galvin Rd S<br/>Retail - 2,980 SF<br/>810 Galvin Rd S<br/>Bellevue, NE 68005</p> <p>View Flyer</p> |
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Properties for Sale Market Overview

57°F Partly sunny

Commercial Property for Sale

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For Sale | All Types | Any Price | Any CAP Rate | All Filters | Save Search

### Commercial Properties for Sale

Results Insights

2 results | Recommended

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|---|---|--|
| <p><b>\$500,000</b></p> <p>2401 Lincoln Road<br/>Industrial - 1,895 SqFt<br/>2401 Lincoln Rd<br/>Bellevue, NE 68005</p> <p>View Flyer</p> | <p><b>\$1,900,000</b></p> <p>Roads &amp; Parks Department<br/>Five Buildings on 6.06 Acres<br/>3002 Mechanics Dr<br/>Bellevue, NE 68005</p> <p>View Flyer</p> | <p>See New Listings First!</p> <p>Save your filters and get alerts when new properties hit the market.</p> <p><a href="#">Save My Search</a></p> |
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Based off of your search, you may also like

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| <p><b>\$380,000</b></p> <p>404 W. Mission Avenue<br/>Prime Commercial/Office Opportu...<br/>404 W Mission Ave<br/>Bellevue, NE 68005</p> <p>View Flyer</p> | <p><b>\$310,000</b></p> <p>706 W. Mission<br/>Mixed Use - 2,464 SqFt<br/>706 W Mission Ave<br/>Bellevue, NE 68005</p> <p>View Flyer</p> | <p><b>\$1,772,892</b></p> <p>400 W 19th Ave<br/>Land - 4.07 acres<br/>400 W 19th Ave<br/>Bellevue, NE 68005</p> <p>View Flyer</p> | <p><b>\$640,000</b></p> <p>1000 Cunningham Road<br/>2,260 SF + 9.5 AC of Land<br/>1000 Cunningham Rd<br/>Bellevue, NE 68005</p> <p>View Flyer</p> |
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57°F Partly sunny

## Green Space

The assertion that green space is inadequate is subjective and does not fully acknowledge the proposed amenities. Our development plan includes a playground and dedicated 33.7% green space. The comparison to senior-exclusive developments like Freedom Village (40.4% green space) and Harmony Court (49.7% green space) is inappropriate. Senior living communities often prioritize expansive, passive green spaces for relaxation and walking. These types of green spaces can be beneficial to seniors that may not want to, or in some cases be able to, travel away from their residence to public parks and other recreational areas. Multifamily developments for a broader demographic often balance green space with other amenities, such as dedicated play areas, which our plan includes. Some multifamily developments simply offer no green space whatsoever (for example, our team observed a 72 unit multifamily project at 904 Kasper Street in Bellevue that has appears to have no green space, playground, or any other outdoor amenities) Service animals will have access to a relief area on the west side of the property where bag receptacles will be placed. “Dog Parks” are only a recent amenity becoming common in luxury apartments in the last ten years; it is not an amenity that is present in all LIHTC projects.

## Retaining Wall

Some Freedom Village residents asked about the structural integrity of the retaining wall on the east side of their property. We have engaged with TD2 Engineering to serve as our structural engineer on the project. TD2 was the same structural engineering firm that designed the retaining wall; we couldn't have asked for a more qualified structural engineer when it comes to matters concerning that retaining wall than the one who designed it in the first place. TD2has applied their expertise to our site to ensure the retaining wall will remain uncompromised. In addition, we've contracted with civil engineering firm Ehrhart Griffin & Associates to ensure our site is designed to appropriately for civil engineering focus areas such as water drainage.

## But For...But?

The "But For...But?" argument presented by the owners of Freedom Village in their July 25 letter cites other projects, but are any of those projects affordable housing? (From what we were able to tell from our research, the answer is “no.”) If not, then it is an apples to oranges comparison. Affordable housing usually needs more density for the project to be financially feasible, because of the restricted rents and restricted annual rent increases in place, which enable the residents to be able to afford rent, utilities, health care for their children, food, clothing, recreation, and so on.

We acknowledge and agree that this project, like many significant developments, benefits from Tax Increment Financing (TIF) and meets the "but for" test. As any affordable housing developer will confirm, **rent restricted projects (such as LIHTC projects) will almost always require multiple financing and zoning tools in order to work.** We would never claim otherwise! That is part of why it is incredibly challenging to develop affordable housing and why the city of Bellevue, the state of Nebraska, and the United States in general continues to have a housing crisis. Wilshire Apartments is no different than many other successful LIHTC projects across the country: it requires careful planning, financial tools, a density adjustment, and an experienced team in order to be successful. Such projects typically require adjustments or refinements to existing zoning ordinances to accommodate modern design, density, and community needs. These amendments are necessary to ensure that development can

proceed efficiently and effectively while aligning with the city's broader growth strategies. And in the case of this project, the aforementioned “community needs” specifically are affordable homes for individuals and families. Those are needed in Bellevue, and that is a fact that no one disputes.

Wilshire Apartments will help bring the City of Bellevue one step closer to its housing goals. We are proud to be a team that is part of that worthy goal.

Thank you for your time and consideration.

Sincerely,



Gary Vizioli, Chief Operating Officer – Affordable Housing Division  
Nick Goede, Development Director  
Great Lakes Capital

## Source Information

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- [2] SalaryExpert: [Order Clerk Salary Bellevue, Nebraska, United States](#)
- [3] ZipRecruiter: [Daycare Salary in Bellevue, NE: Hourly Rate \(Jul, 2025\)](#)
- [4] ReadySetHire: [Administrative Assistant Salaries & Top Paying Companies in Bellevue, NE | May 09, 2025](#)
- [5] CareerExplorer: [Customer service representative salary in Nebraska](#)
- [6] Nursa: [Certified Nursing Assistant CNA Per Diem PRN - \\$25.92 Per Hour](#)
- [7] SalaryExpert: [Bus Driver Salary in Bellevue, Nebraska, United States \(2025\)](#)
- [8] SalaryExpert: [Dental Assistant Expanded Functions Dental Assistant Salary in Bellevue, Nebraska, United States \(2025\)](#)
- [9] SalaryExpert: [Production Laborer Salary in Bellevue, Nebraska, United States \(2025\)](#)
- [10] ERI Economic Research Institute: [Accounting Bookkeeper Salary in Bellevue, Nebraska](#)
- [11] ReadySetHire: [Licensed Practical Nurse Salaries & Top Paying Companies in Bellevue, NE](#)
- [12] ZipRecruiter: [Entry Level It Support Specialist Salary in Nebraska](#)
- [13] <https://www.ziprecruiter.com/Jobs/65K-A-Year/-in-Omaha,NE>
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- [17] [Childstats.gov - Demographic Background.](#)
- [18] <https://www.census.gov/library/stories/2024/11/family-households.html#:~:text=About%2039%25%20of%20U.S.%20family,new%20U.S.%20Census%20Bureau%20estimates.>
- [19] [Creating Great Neighborhoods](#)
- [20] [The Economics of Urban Density](#)
- [21] [The Environmental Benefits of High Density Housing](#)
- [22] [How Density in Urban Areas Acts as a Pathway for Sustainable Development](#)
- [23] [The High Cost of Free Parking \(Updated Edition\)](#)
- [24] [Impervious Surface Disconnection](#)
- [25] [Cruising for Parking \(Research Paper\)](#)
- [26] [How Eliminating Parking Minimums Actually Makes Cities Better \(Article\)](#)
- [27] [Parking at multifamily properties is overbuilt, Rutgers study finds, highlighting need for new state guidelines](#)
- [28] [Study: Multifamily Buildings' Parking Significantly Underused in Boston Suburbs](#)
- [29] [An Econometric Analysis of the Impact of Affordable Housing on Crime Rates – Nelson, Colgate University](#)
- [30] [The Impact of Affordable Housing on Housing & Crime in Orange County – UC Irvine Livable Cities Lab](#)

## Appendix A – Income Levels & Max Rents

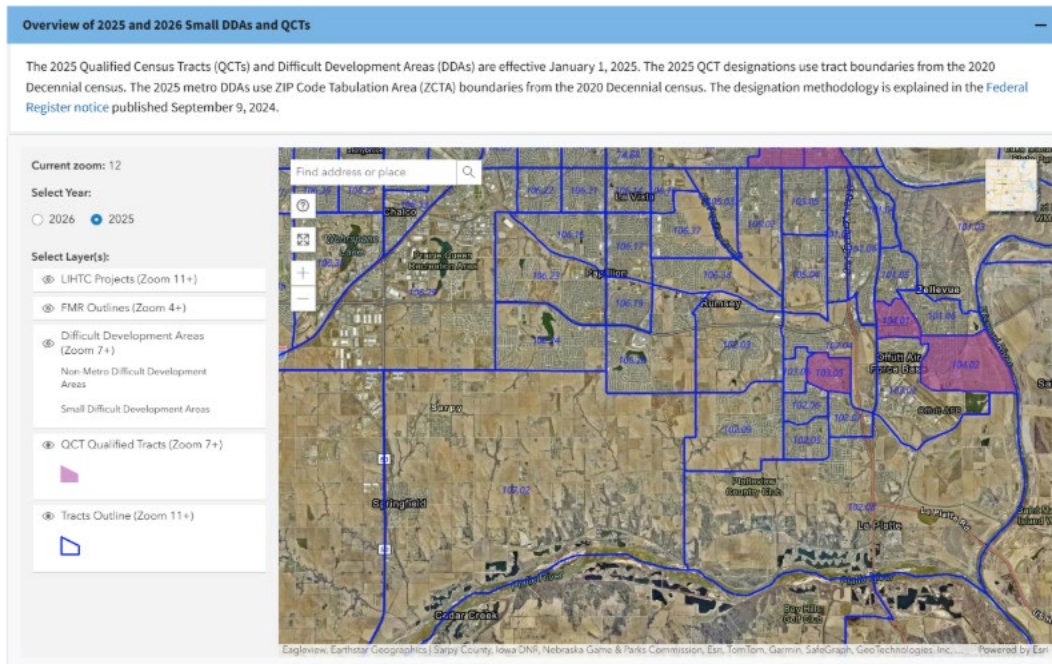
| LIHTC Income Limits for 2025<br>(Based on 2025 MTSP Income) |   |          |          |          |           |
|---|---|----------|----------|----------|-----------|
|   | Charts  | 60%      | 40%      | 50%      | 80%       |
| 1 Person  |  | \$47,760 | \$31,840 | \$39,800 | \$63,680  |
| 2 Persons   |  | \$54,600 | \$36,400 | \$45,500 | \$72,800  |
| 3 Persons   |  | \$61,440 | \$40,960 | \$51,200 | \$81,920  |
| 4 Persons   |  | \$68,220 | \$45,480 | \$56,850 | \$90,960  |
| 5 Persons   |  | \$73,680 | \$49,120 | \$61,400 | \$98,240  |
| 6 Persons   |  | \$79,140 | \$52,760 | \$65,950 | \$105,520 |
| 7 Persons   |  | \$84,600 | \$56,400 | \$70,500 | \$112,800 |
| 8 Persons   |  | \$90,060 | \$60,040 | \$75,050 | \$120,080 |

| LIHTC Rent Limits for 2025 With Utility Allowance Reduction<br>(Based on 2025 MTSP Income) |   |         |         |         |         |
|--|---|---------|---------|---------|---------|
| Bedrooms (People)  | Charts  | 60%     | 40%     | 50%     | 80%     |
| 1 Bedroom (1.5)  |  | \$1,197 | \$771   | \$984   | \$1,624 |
| 2 Bedrooms (3)   |  | \$1,436 | \$924   | \$1,180 | \$1,948 |
| 3 Bedrooms (4.5)   |  | \$1,656 | \$1,065 | \$1,361 | \$2,248 |
| 4 Bedrooms (6)   |  | \$1,843 | \$1,184 | \$1,513 | \$2,503 |

## Appendix B - Walkability

|                      |                      |           | Walkability               |                         |                         |                     |                               |                           |                  |                      |                         |                               |
|----------------------|----------------------|-----------|---------------------------|-------------------------|-------------------------|---------------------|-------------------------------|---------------------------|------------------|----------------------|-------------------------|-------------------------------|
| Project Name         | Address              | City      | Distance to Grocery Store | Distance to Pharmacy    | Distance to Public Park | Distance to Daycare | Distance to Elementary School | Distance to Middle School | Distance to Bank | Distance to Bus stop | Distance to Restaurants | Average Distance to Amenities |
|                      |                      |           | <b>The Wilshire</b>       | <b>1724 Wilshire Dr</b> | <b>Bellevue</b>         | <b>0.12</b>         | <b>0.4</b>                    | <b>0.27</b>               | <b>0.21</b>      | <b>0.6</b>           | <b>1.2</b>              | <b>0.6</b>                    |
| Brent Village Apts   | 1506 Lee Drive       | Bellevue  | 0.5                       | 0.6                     | 0.6                     | 0.3                 | 0.7                           | 0.9                       | 0.6              | 0.2                  | 0.4                     | 0.53                          |
| Southfield Apts      | 7105 S 83rd St       | La Vista  | 1.3                       | 0.2                     | 0.6                     | 1                   | 1                             | 1.3                       | 0.3              | 0.3                  | 0.1                     | 0.68                          |
| Crestview Village    | 7235 Edna Ct         | La Vista  | 0.4                       | 1                       | 0.7                     | 0.1                 | 0.6                           | 1.4                       | 1.2              | 1.1                  | 1                       | 0.83                          |
| Village at Papillion | 1603 Barrington Pkwy | Papillion | 1.9                       | 1.9                     | 1                       | 0.05                | 0.3                           | 1                         | 0.3              | 2.4                  | 0.5                     | 1.04                          |
| Papillion Heights    | 105 W GoldCoast RD   | Papillion | 1.7                       | 1.7                     | 1.2                     | 0.5                 | 0.6                           | 1.3                       | 0.3              | 2.2                  | 0.3                     | 1.09                          |
| South Hills Apts     | 904 Kasper St        | Bellevue  | 1.5                       | 1.5                     | 1.5                     | 0.7                 | 0.6                           | 1.5                       | 1                | 1.2                  | 0.5                     | 1.11                          |
| Bellevue Hills       | 11912 Amerado Blvd   | Bellevue  | 1.1                       | 1                       | 0.6                     | 0.7                 | 0.4                           | 1.8                       | 0.7              | 2.8                  | 1                       | 1.12                          |
| Pheasant Run Apts    | 1531 Grandview Ave   | Papillion | 1                         | 1                       | 1.5                     | 0.9                 | 1.3                           | 1.6                       | 0.5              | 2.5                  | 0.3                     | 1.18                          |
| Shilling Square Apts | 2824 Schilling Plz   | Bellevue  | 1                         | 0.9                     | 0.6                     | 0.07                | 0.6                           | 1.7                       | 2.2              | 3.1                  | 0.5                     | 1.19                          |
| Grandview Apts       | 1427 Grandview Ave   | Papillion | 1.2                       | 1.2                     | 1.5                     | 0.9                 | 1.3                           | 1.6                       | 0.5              | 2.5                  | 0.3                     | 1.22                          |
| Chandler Point       | 2702 Kansas Drive    | Bellevue  | 2.3                       | 2.4                     | 1.4                     | 0.09                | 0.2                           | 2.3                       | 0.7              | 0.6                  | 1.4                     | 1.27                          |
| Deer Creek Village   | 2361 Betty Ct        | Bellevue  | 1.9                       | 2                       | 1.8                     | 1.1                 | 0.4                           | 1.5                       | 1.4              | 1.3                  | 1.5                     | 1.43                          |
| Cimarron Terrace     | 6963 S 97th Plz      | La Vista  | 1.5                       | 1.5                     | 2.5                     | 2.2                 | 4                             | 2.9                       | 2.5              | 1.5                  | 1.5                     | 2.23                          |
| Normandy Hills       | 1106 Grenoble Dr     | Bellevue  | 2.8                       | 2.8                     | 2.4                     | 2.8                 | 1.8                           | 3.2                       | 5.4              | 3.9                  | 3.4                     | 3.17                          |
| Grenoble Apts        | 14816 Normandy Blvd  | Bellevue  | 2.8                       | 2.8                     | 2.4                     | 2.8                 | 1.8                           | 3.2                       | 5.4              | 3.9                  | 3.4                     | 3.17                          |

## Appendix C – Sarpy County Qualified Census Tracts



[https://www.huduser.gov/portal/sadda/sadda\\_qct.html](https://www.huduser.gov/portal/sadda/sadda_qct.html)

# FREEDOM VILLAGE



OF BELLEVUE

RECEIVED  
OCT 21 2025  
CITY CLERK

October 21, 2025

City Council Members,

Please add this to the record for item *12.b. Ordinance No. 4199: Request to rezone Lot 6, Tiller's 4th Addition, from BG to RG-8-PS for the purpose of multi-family residential development, with site plan approval* and for the previously discussed *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.

The real reason we are here tonight is the Fear of the Unknown. As you're going to hear from our seniors, the uncertainty of this project's demographics and the impact they will have on Freedom Village, leads us all to implore the City Council to seek more certainty before voting in favor of this project. Failure to do so will leave the Council responsible for any negative impact on the city and the senior living communities surrounding the Wilshire lot.

Consider this example: a four-bedroom apartment with two completely different scenarios that are both realistic in this project.

*Scenario 1* = four newly graduated nurses (or similar young professionals). Each nurse will have a vehicle and therefore the need for more than the two (required) parking stalls per apartment. However, they won't have an impact on the playground or much of a need for green space on the site.

*Scenario 2* = a young family with a single worker and five children. Only one parent works so there is only one vehicle and therefore the need for less than the two parking stalls per apartment. However, with the five kids they will have a huge impact on the playground, green space and surrounding properties.

**Zoning regulations provide a foundation for planning.** Regulations offer a clear framework for how a community is expected to develop in the future. This reduces anxiety over unpredictable changes. They also ensure community standards, addressing concerns about

factors like building height, population density and available parking. These standards create a sense of order and security by preventing overcrowding and preserving access to light, air and privacy.

**Simply put – zoning regulations mitigate the Fear of the Unknown. Changing the zoning regulations as requested by this developer goes against national, regional and local standards, and increases Bellevue’s risk of potential traffic and overcrowding issues in that location. The risk is high with this project as evidenced by how many changes the developer is requesting *in addition* to TIF funding.**

Below are some concerns and comments for your further review and consideration:

**1.) Minimum Units to ‘Make Project Work’**

Each time the developer has been here to discuss this project the minimum number of units needed to ‘make the project work financially’ has changed. Early discussions with the city and Freedom Village owners insisted that the developer couldn’t go below 120 units to make the project work. Then came the official application and text amendment which was set for 96 units. Again, we heard that without 96 units this project doesn’t work. Now the amended application states that without 80 units this project doesn’t work. Maybe if the developer comes back one more time, they can make the project work at 73 units and then additional requests for revising the regulations are no longer needed. The project would fit the standards established.

**What is the minimum number of units needed and why hasn’t the city pushed for clarity on why it has changed so many times? Does the change from the 96 units (as proposed with the Redevelopment Agreement) to the reduced number of units affect the valuation of the property and does the Redevelopment Agreement need to be amended?**

**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. The details behind this were provided in our previous letter.

**The current proposal for 80 units is approximately 721 square feet of lot area per unit outside of the first four units so why have a text amendment that reduces the regulations to 675 square feet of lot area?**

### 3.) **Parking**

The zoning ordinance requires two parking stalls per unit. The Planning Department's staff report only tells one side of the story. Their research only mentions Ascend on 75 as an example of when 1.5 stalls were approved. It fails to mention previous discussions when multi-family developments have larger units. See the Planning Commission's meeting minutes from August 2023 related to Collage Apartments.

## MINUTE RECORD

Bellevue Planning Commission Meeting, August 24, 2023, Page 2

**PUBLIC HEARING was held on a request to rezone Lot 1, College Apartments Addition, from RG-8 to RG-8-PS, with site plan approval, for the purpose of multi-family development. Applicant: Elevate Lofts, LLC. General location: 400 W. 19th Avenue. Case #: Z-2210-12.**

Bellevue Planning Commission Meeting, August 24, 2023, Page 4,

the adjacent homes. Palm stated the city is part of the Papio Watershed, so any development that is proposed has the same regulations. The developer cannot negatively impact the neighbors. She said the neighbors take on a certain amount of water now and this development cannot negatively impact what is happening at this time. Palm stated the basin must capture the first half inch of rain and the basin must slowly release it over a 24-hour period.

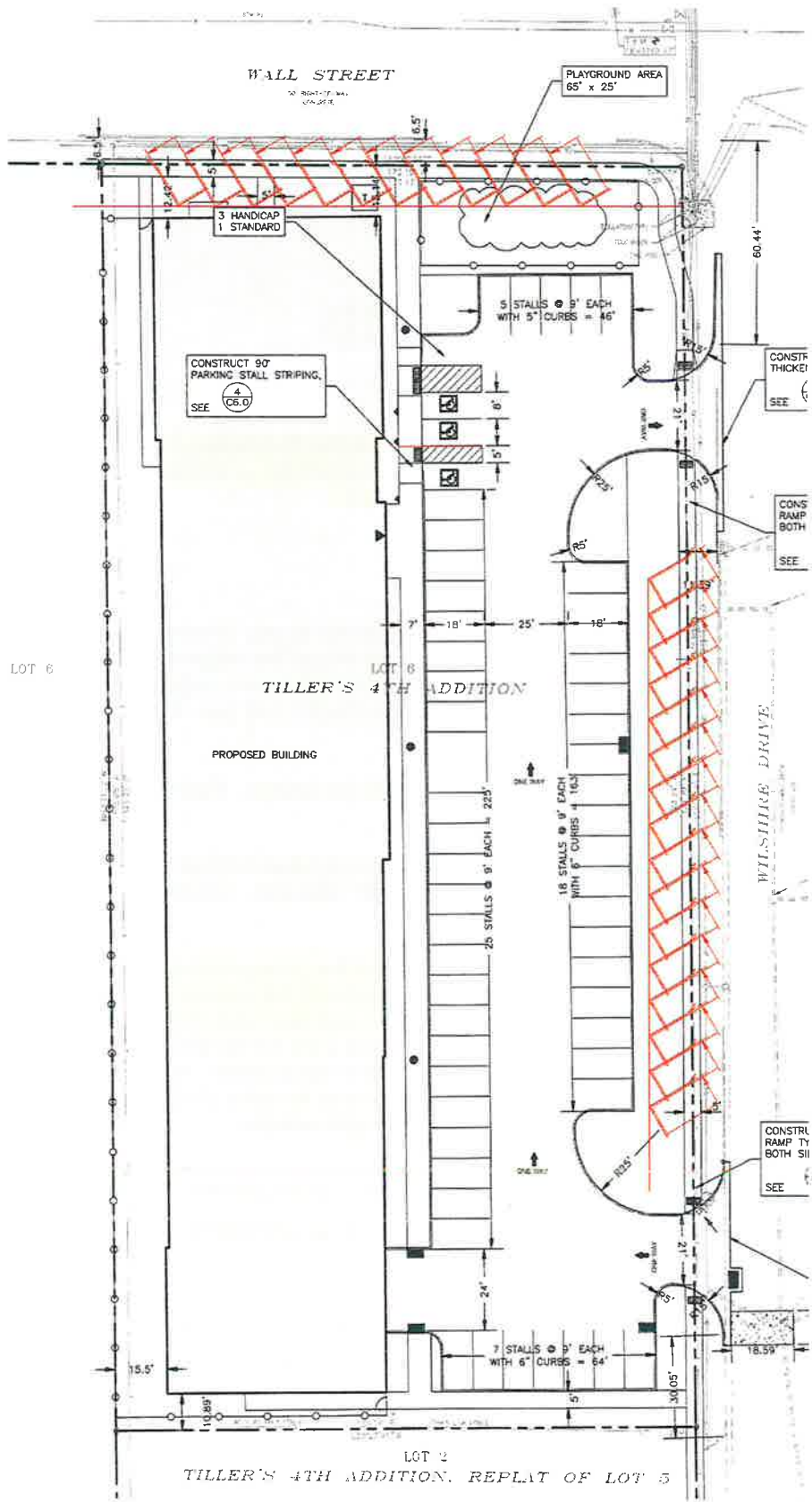
Taylor-Jones questioned where the lounge and fitness rooms would be housed. Palm stated those would be part of one of the proposed buildings.

Sims asked staff if the rezoning is approved does the applicant have to come back to the Planning Commission for site plan approval. Palm stated this is the site plan approval. Discussion ensued regarding approval of the site plan.

**Aerni asked staff how many parking stalls are required. Palm stated the Zoning Ordinance requires two stalls per unit but with this site plan there is some flexibility to approve the applicant's request of one and a half per unit. She said typically if this was all three- or four-bedroom units, the one and half stalls per unit would not be acceptable to staff. Aerni asked Ms. Albers if the tax lot behind her house belonged to her or the developer. Albers stated that was an addition to her property. Aerni stated so not only do you have the 30-foot buffer from the developer you also have an extra 20-foot buffer and because of that additional buffer he was not as concerned about the light pollution.**

**In this discussion the Planning Director states that if the development had three- or four-bedroom units then the 1.5 stalls per unit would not be acceptable to staff so why is it acceptable for this development?**

The Planning Department's staff report also mentions that Ascend on 75 provided on-street parking as part of the project. We did the same thing at Freedom Village and think it helps with traffic flow and visitors. Below are an on-street diagonal parking concept and details for this development.



The current plan provides 120 stalls on site and if you add the above concept, which adds 28 additional stalls, there would be 148 total stalls provided.  $148 / 2 = 74$  units could be built and comply with all current zoning regulations or  $148 / 80$  proposed units = 1.85 stalls per unit.

**Has this option been explored by the developer or pushed by the city for compliance?**

Lastly, comparing off-street parking requirements with neighboring jurisdictions, Bellevue already allows less stalls per unit than other jurisdictions are allowing in multi-family zoned districts. See below for comparisons.

City of Papillion

Multifamily residential 1.5 spaces per efficiency or one-bedroom unit; 2 spaces per two-bedroom unit; 2.5 spaces for 3 or more bedroom units; 1 space per 2 units for elderly housing

City of LaVista

| Housing (Congregate)                     |   |
|--|---|
| Assisted-living facilities               | One (1) space per dwelling unit plus 1 space per employee on the largest shift                            |
| Duplex                                   | Two (2) spaces per dwelling unit  |
| Multi-family / Apartments / Condominiums | One (1) space per bedroom (See Section 7.05.08 for additional requirements) (Ordinance No. 1146, 5-17-11) |

City of Gretna

|  |  |
|--|--|
| Multi-family / Apartments / Condominiums | One and a half spaces per bedroom for efficiencies and one bedroom units, otherwise one space per bedroom. Note: this does not include detached garages. |
|--|--|

City of Omaha

|                              |                              |
|------------------------------|------------------------------|
| Multiple-family residential: |                              |
| Efficiency                   | 1 space per dwelling unit    |
| One Bedroom                  | 1.5 spaces per dwelling unit |
| Two bedrooms and over        | 2 spaces per dwelling unit   |

**As you can see above, Bellevue’s standard is in line with adjacent municipalities and to reduce to 1.5 spaces for three- and four-bedroom units opens the likelihood for potential parking issues. Does the Council want to be responsible for allowing those problems to occur by voting in favor of a variance to established standards?**

#### **4.) Negative Impact?**

The current zoning of BG on this lot has many uses. Again, the Planning Department's staff report only tells one side of the story. Their research only lists those uses that would have more of a negative impact on Freedom Village. It fails to list uses such as an art gallery, medical clinic, professional offices, barber or beauty shop, retail shop/ store, etc. that would be less of an impact than the proposed development.

**Freedom Village is currently adjacent to an eye clinic, auto parts store, professional offices and medical clinic and those have had no impact on the property.**

#### **5.) Traffic and Connectivity in the Area**

During the September 16, 2025 City Council Meeting there was notable discussion related to traffic and pedestrians at Harlan Drive near this potential development. A review of the recorded meeting shows that several of you have expressed concerns about traffic and congestion in the area. For example, Councilman Burns mentioned how tough it is to turn onto Harlan Drive. Administrator Ristow indicated that a pedestrian crossing will likely be needed at Hillcrest Drive because this is a heavy traffic enforcement area. Further, he said "When we leave City Hall daily it's 'fast traffic to get out at Wilshire.'" Councilman Preister said he's been raising this issue for years and "our job is to provide safe routes."

**Adding density that exceeds the zoning and parking standards goes against that effort to provide safe routes and manage congestion!**

#### **6.) Examples That Have Worked**

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.

**It would be great if you, city staff, and Freedom Village owners or residents had the opportunity to research and talk to those cities about their similar projects and understand if there are any issues or concerns that have arisen since completion.**

#### **7.) 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. The details behind this were provided in our previous letter.

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.

**In summary, this is your opportunity as the trusted, elected officials of Bellevue to protect your elderly constituents who chose a lifestyle safe from highly-dense multi-family development, the kind of development that could only be created if several exceptions are granted by this honorable body. We ask you to do the right thing to uphold the zoning and parking regulations to mitigate fear of what could happen if this project moves forward.**

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](mailto:jroberts@hillcresthealth.com)

Jim Janicki

Owner – Freedom Village of Bellevue

(402) 708-7915

[jjanicki@hillcresthealth.com](mailto:jjanicki@hillcresthealth.com)



CHAMPIONS  
FOR  
CHILDREN

BELLEVUE PUBLIC SCHOOLS

**BIRCHCREST**  
**ELEMENTARY SCHOOL**

1212 Fairfax Drive  
Bellevue, NE 68005  
(402) 293-4635 • FAX (402) 293-5708

*"Proudly Serving the Bellevue/Offutt Community"*

[www.bellevuepublicschools.org](http://www.bellevuepublicschools.org)

Oct. 17, 2025

Dear Mayor & Council Members

I am writing this letter of support from Birchcrest Elementary School for the proposed Wilshire Apartment Development.

When looking holistically at the process, anything new brings **hope and excitement to an area**. With this is our ability to touch the lives of students and families that live within our boundaries. The more we can create a neighborhood with positive family growth and safe new sustainable living conditions, the better off our whole community is.

We also have the need to sustain our enrollment in our Elementaries and Bellevue Public Schools. We watch all the time where other communities provide new apartments and homes and this attracts students and families that might possibly have the choice to be in Bellevue but decide to move west of here because of a nicer place to call home.

The development can give positive stability to families that we don't sometimes see and want to be in our educational system from Pre-K until Graduation. When families live in close proximity to the school, they are more likely to have more positive involvement and interactions.

By supporting this development you as a council are helping support our learning environment and Bellevue Public Schools.

Thank you for considering the positive impact this decision will have on our students and community.

Sincerely,

Ron Oltman, Birchcrest Principal, Bellevue Public Schools.

## **RE: Support for Text Amendment Application by Great Lakes Capital – Reduction of Minimum Apartment Size in Multi-Family Zoning**

Dear Mayor Hike and Members of the City Council,

On behalf of the Office of Economic & Community Development, I am writing in support of the text amendment application submitted by Great Lakes Capital to reduce minimum apartment sizes within multi-family zoning districts. This amendment represents a critical step toward advancing Bellevue's long-term goals of sustainable growth, housing affordability, and economic competitiveness.

### **Rationale for Support**

#### **1. Efficiency and Sustainability of Multi-Family Housing**

Multi-family housing, particularly apartments, is the most efficient and economically sustainable form of residential development. Unlike single-family subdivisions, apartments require significantly less infrastructure per unit—fewer miles of road, reduced water and sewer extensions, and more efficient utility distribution. This lowers long-term public maintenance costs and ensures Bellevue grows in a fiscally responsible manner.

#### **2. Affordable Housing to Support Bellevue's Workforce and Businesses**

A greater supply of appropriately sized apartments increases the availability of affordable housing options for Bellevue's workforce. Affordable housing is not just a social priority—it is an economic necessity. Businesses depend on reliable access to both labor and customers, and employees are more likely to work, live, and spend locally when they can secure housing that meets their financial realities.

#### **3. Encouragement of Infill Development**

The proposed amendment will help attract infill development to Bellevue's existing corridors and districts. Infill projects bring new residents and customers into already-developed areas, increasing the economic vitality of nearby businesses, supporting the financial stability of the city, and reducing pressure to extend infrastructure into undeveloped land.

### **Acknowledging and Addressing Concerns**

We recognize that members of the community have expressed concerns about increased traffic, intergenerational changes in neighborhood character, and safety. While these concerns deserve to be heard, the evidence overwhelmingly demonstrates that they are largely unfounded. National studies consistently show that well-planned apartment



We Influence The World

communities do not meaningfully increase traffic congestion beyond what the existing road network can handle, nor do they compromise neighborhood safety. Furthermore, concerns about “changing generations” are more cultural than factual, and if left unchecked, such narratives can unintentionally foster an anti-business and anti-growth atmosphere that deters investment in Bellevue.

**Conclusion**

This amendment aligns with Bellevue’s strategic objectives of creating a more vibrant, economically sustainable community. By embracing this adjustment to zoning standards, the City Council has the opportunity to foster affordable housing, strengthen the local economy, and send a clear message that Bellevue is a pro-business, forward-thinking city.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "H. Johnson", with a long, sweeping underline.

Harrison Johnson  
Economic and Community Development Director  
City of Bellevue

Thomas and Cheryl Powell  
1803 Hillcrest Drive  
Bellevue, NE 68005

September 1st, 2025

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

Dear Ms. Palm,

My husband and I have lived in the Freedom Village community, an active 55+ living situation, since March 2024. We have embraced the Village and Bellevue communities. The area is mostly quiet and easily accessible for our needs.

We are concerned that will change, not for the better, if the Wilshire project goes forward. From just eyeballing it, the land does not appear to be able to host a 5 story structure and all the parking space that it will require. A rough calculation is that 96 apartments with several multi-bedroom units will need more than the 72 parking spaces that we understand will be built under the apartment building. Most American families have at least 2 cars, if there are teen drivers in the family there are probably more. At a minimum, it appears that 180 parking spaces will be needed. Is the developer planning on the tenants parking on the streets? Will the tenants see our parking lot which is for our community's residents and guests as their option? If the tenants use the parking lot of the businesses on the corner of Wall Street and Wilshire, will the business owners be okay with that? Or the City of Bellevue's lot?

Currently Wall Street is not very busy, which is good for the senior drivers living in Harmony Court as well as Freedom Village, not to mention the senior drivers from Hillcrest Rehab Center. According to the drawing in the Redevelopment Plan Exhibit B, an entrance/exit is on Wall Street. How much will that increase traffic on Wall Street? It is a rare day when someone in the Hillcrest Rehab Center doesn't need the rescue squad. When the fire truck and ambulance are there during the day, traffic is held up at times because the rescue vehicles have to park in the street. Will our first responders be put at risk by anxious drivers trying to squeeze by to get out of the neighborhood?

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SEP 03 2025  
PLANNING DEPT.

Will the city be putting in a traffic light at the intersection of Harlan Drive and Hillcrest Drive? Or one at Wilshire and Harlan? During daylight hours, with so few west bound drivers obeying the posted speed limit of 35 mph, trying to turn left (east) at those intersections is a challenge, with the extra traffic it will become nearly impossible. People in our communities use Wall Street to access Galvin because of the difficulty of turning left (east) onto Harlan Drive, if Wall Street is blocked, people will have to go blocks out of their way to even get to the grocery store (Family Fare).

According to the proposal, the developer has planned a playground, however on the Exhibit B drawing there is no playground shown. It appears that the building will be butted up against the property line with our community as well as the Bellevue Vision Center's property line, with the rest of the space devoted to drive ways and parking lot. The proposal also stated that their estimate is of 43 children (unless they plan to artificially limit the number of children who can live in their facility, they are seriously short in their estimate. With current code/law if there is a 4 bedroom apartment, there could be up to 6 children in that home). Where are these children going to play? In the green space in our community or in the green space around Harmony Court? What if one of the kids falls off the 15' wall that separates our community from the Wilshire lot? In our community we have a fire pit in the center that doesn't have any mechanism to prevent its operation. What happens if an unsupervised tween/teen from the Wilshire project starts our fire pit and immolates themselves or someone else? Is the city prepared for that kind of publicity?

We understand the desire to have that lot be productive. Has the City courted any other senior living company, such as Hillcrest, to develop that space? A smaller complex dedicated to disabled yet independent people? How about disabled veterans' community apartments?

Thank you for considering our concerns,



Thomas and Cheryl Powell



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SEP 03 2025  
PLANNING DEPT.

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

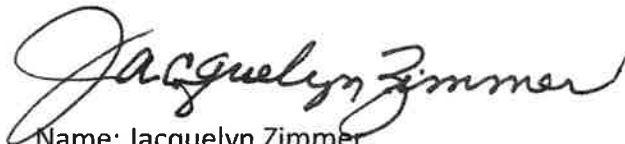
This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk, and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement community.

The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Name: Jacquelyn Zimmer  
Address: 1805 Hillcrest Dr. Bellevue NE 68005  
Telephone # 402-297-0914

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SEP 03 2025  
PLANNING DEPT.

Dear Tammi Palm (Planning Director,)

I moved to Bellevue (Freedom Village) in 2023. I left a very hard South Omaha neighborhood.

Being a widow I feel safe here, I can go out at night walk my dog, which I dare not do in my last neighborhood.

I hope the Wilshire Development does not go through. The neighborhood will change drastically.

Silvia Maron  
1807 Hillcrest Dr.  
Bellevue, Ne, 68005

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AUG 14 2025

PLANNING DEPT.

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: **Proposed Redevelopment Plan for Lot 6, Tiller's Addition**

Ms. Palm,

My name is Elaine Mausbach. I am a resident of Hillcrest's Freedom Village. I love living in Bellevue, in Freedom Village, and in Sarpy County. I have become aware of the proposed building project on the empty lot which is directly adjacent to the lot upon which Freedom Village is located. I believe the proposed plan has been brought before your planning department for approval. As a resident of Bellevue, I strongly voice my objection to the plan and ask that your decision would be to **vote no** against the proposed plan for Lot 6, Tiller's Addition.

As a resident, I would like to submit my reasons for asking this redevelopment proposal to be denied because the completion of such would greatly impact me personally:

I would be less confident in my choice to move to a Bellevue and Freedom Village apartment. Rather than the quiet and secure over 55 independent facility, the proposed project would certainly threaten to disrupt the peace and security of Freedom Village. I would have to move.

With a 96 apartment building for family housing adjacent to Freedom building property, the probable and possible population on Lot 6 apartments could reasonably exceed 400 plus residents. That is calculated on two adults per unit and two children. Reality is that it could greatly exceed my 400 estimate. (It would not matter if the plans were for affordable family or luxury apartments. IMO, the lot is too small to accommodate that number of people, parking spots, green area, and playgrounds.) IMO, that would be population overload. Freedom sits on a lot four times the size of Lot 6. FV has a very nice courtyard area for seniors to enjoy. For Lot 6 residents, it might look like an open invitation to invade the private courtyard area of Freedom village. As an 83 yr old resident, I do not have the skills necessary to avoid getting out of the way of skate boards, bikes, footballs, or energized kids. Falls would happen.

Also, the solution to that risk exposure cannot be as simple as signage, fences, etc. because we live in a culture where reasonable solutions do not exist.

The safety and security of the 56 families already living here would be jeopardized.

Thank you for considering my concerns and I respectfully ask that you would vote down the Proposed Redevelopment Plan for Lot 6, Tiller's Addition.

Respectfully, *Elaine M. Mausbach*

Name Elaine M. Mausbach

Address 1821 Hillcrest Drive, Apt. 407, Bellevue, NE

Telephone # 531-999-2305

RECEIVED  
AUG 15 2025  
PLANNING DEPT.

August 27, 2025

**Low-income/High Density Housing Development Protest Letter**

RECEIVED

AUG 28 2025

**Planning Commission**

PLANNING DEPT.

Our names are Mike and Carol Catherall and we live in Freedom Village. We are writing to you to protest against the potential development of a 96 unit low-income/high density apartment complex known as The Wilshire located on the southwest corner of Wilshire Drive and Wall Street. We have several concerns regarding this property.

We moved to Freedom Village about two and one-half years ago seeking a new home where we, as seniors, could interact with others of our age and enjoy the quiet and safe environment that the Village provides. This environment is now threatened by the proposed development with a large influx of people; upwards of 300 residents and 50+ children of elementary school age. Those children have no adequate place to play or socialize. The nearest school and park are a long walk away and across a very busy street. And why only elementary age? Surely there will be children of middle school and high school age. These children have very different needs regarding their free time. Our large, open central area with a fire pit and grill will be an attractive place for children which will lead to a large disruption to the environment of our senior community. The large increase in vehicular traffic on Wilshire Drive will only add to that disruption.

The number of units in the proposed complex will result in a very dense environment with inadequate parking even with the proposed underground garage. A parking overflow on to both Wilshire and Wall streets is very likely. Neither of these streets were built to accommodate a large number of parked cars in a safe manner. The lack of facilities for children may also lead to their presence on both streets. Given that Wilshire is one of two exits for the police from their station, it presents a potentially very unsafe condition for both the police and pedestrians.

The plan lacks the specificity needed to make an informed decision. There are many benefit claims made with no supporting analysis. Examples are growing needs of employers, positive impact in the immediate area, continuing to add viability to the area, a positive impact of foot traffic and increased employment opportunities. There are more.

In summary, the proposed development does not seem to be a very good fit for the area. A close examination would reveal there are few advantages and many negatives. Bellevue has several undeveloped areas that would be a better location for this proposal. We are asking for non-approval of this plan.

Thank you for your consideration.

*Mike Catherall*

*Carol Catherall*

Mike and Carol Catherall

CC: Mayor Hike, Councilman McCaw, City Administrator Ristow, Planning Commission

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am writing in opposition to the above redevelopment plan. We moved to Freedom Village in June 2023 because it offered a safe, secure, maintenance free living situation.

I am concerned that with the number of residents living in the proposed building there will be a disruption to this senior living area. The plan calls for a 5 story 96-unit apartment building with underground parking, a clubhouse, a playground and other amenities on a 1.5-acre lot. Based on the number of units and bedrooms this would mean between 300 and 400 residents. This would include at least 43 children (per proposal) and more than likely 200+ school age (elementary to high school) children and other minors. That is a great number of people living in a very small footprint. This would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns.

This block currently is comprised of senior housing, agencies supporting seniors, an optometrist, and an auto parts store but no amenities for children. The small play area for the proposed site is for small children and with the number of children it is meant to accommodate would be very noisy. But there will also be older children living in the proposed apartment building. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370. I am concerned our open green area meant for a 55+ Senior Retirement Community, would be an attractive draw to the children, elementary-age and teenagers alike, who will be living in the new building, compromising our safety and disrupting the serenity of our environment.

The safety and security of the people living in this area and the 96 families slated for the new building would be jeopardized. Upwards of 300 or more people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing

Thank you in advance for considering my concerns,



Beth Mincer  
1817 Hillcrest Dr  
Bellevue, NE 68005

Tele # (402) 659-8714

RECEIVED  
AUG 25 2025  
PLANNING DEPT.

24 August 2025

Planning Committee,

I am Carol Catherall and I live at 1819 Hillcrest Dr. in Freedom Village. I've been here for 2.5 years and love it. I cannot think of a single good thing about putting a high impact apartment building next to us. Our 28 unit apartment building is on a lot about the same size as the projected 96 unit building.

Most of us are long time Bellevue residents and it seems that the city does not care about us at all. Also, Hillcrest is the second largest employer in Bellevue. Why put this next to their campus for old people.

But as a mother and teacher, my main worry is about any children who might live there. We see how fast the police go down Wilshire on emergency calls. This is certainly nothing against the Bellevue police. I've had nothing but good interaction with them. That many cars and people will slow them down. I'm afraid that children will be on bicycles or run to see police cars and there will be a tragedy.

All of us in Freedom Village will certainly appreciate any help you can give to prevent the building being located on Wilshire.

Thank you,

*Carol Catherall*

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement Community.

The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,

*Roger Duwin*

1823 Hillcrest Drive ~~##~~  
Bellevue, NE 68005

Tele # 402-505-3811

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement Community.

The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,

  
1823 Hillcrest Drive Apt.  
Bellevue, NE 68005

Tele # 402.960.5390

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Carol Friend. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement Community.

The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Carol Friend  
1827 Hillcrest Dr.  
Bellevue NE 68005  
402-293-7902

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Chuck Friend. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement Community.

The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Chuck Friend  
1827 Hillcrest Dr.  
Bellevue NE 66005  
402-293-7902

Ms. Tammi Palm  
Planning Director  
1510 Wall Street  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Rena Appel, I am a resident of Hillcrest's Freedom Village. I am writing to express my objection to the proposed redevelopment plan for Lot 6, Tiller's Addition. I would hope that the City will not be so quick to accept this proposal without thinking through the actual impact on the people who live here in this vicinity. Once the developer builds, they simply move onto another project somewhere else, without concern for the increased congestion and noise left behind that we will have to live with.

I moved to Freedom Village in February of this year. I have lived in Sarpy County since April 2016. I bought my lease out of the apartments where I had been living to move to 55+ Housing. It is very difficult for Seniors to find affordable senior housing in this area. I looked all over the Omaha area and chose Freedom Village because it was quiet and secure. I am very much afraid those qualities will be diminished..

When I reviewed the documents, I went over to look at the space. I really have a hard time understanding how that tiny little strip could support a 96 unit high rise apartment complex; three-fourths of which would be allocated to multi-bedrooms, that could potentially squeeze upwards of 300 people in a 1.5 acre lot. Not to mention the narrowness of that intersection at Wilshire and Wall.

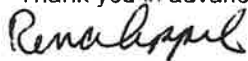
I don't believe that many people could live safely in that small of a space in that narrow intersection. The closest elementary school is a 14 minute walk and the closest public park is a 12 minute walk; both are either along or across busy Highway 370. That lot is so narrow I question whether there could be any real green space for the number of children that would actually be living in those apartments. The developer has no idea the number or ages of children who would actually live there; pre-teens and teens are just as likely as elementary school children to live there; it's not realistic to expect all ages to be playing in a small playground and most likely you'd see children congregating in other spaces. For example, the proposal discusses bike storage, that means children potentially biking and playing in the street. That's hazardous for cars driving along Wilshire not to mention the potential for a child to get hit. Additionally, I am concerned that Hillcrest's open green area could be mistaken for a public space, which would be disruptive to the serenity of this community.

I understand that the redevelopment plan was recently rejected due to the lack of parking and that consideration of this redevelopment plan has been continued to August. In light of this, I want to note that there is no public transportation here; so regardless of what type of parking adjustments that may be proposed, the bottom line is the amount of vehicle traffic will increase with a project like this. It's already difficult to make a right turn from Hillcrest onto Highway 370; as well as to make a left turn from Highway 370 onto Hillcrest with the current traffic levels.

I am very concerned about the adverse impacts the density of this project will have on our community. Upwards of 300 people is entirely too dense a population for a 1.5 acre lot.

The immediate surrounding area includes 55+ Senior housing, a nursing home, and an assisted living facility. A 96 unit high rise apartment building is not a common sense solution for this area. Perhaps less-dense, income based affordable 55+ housing would be a better alternative.

Thank you in advance for considering my concerns.



Rena Appel  
1821 Hillcrest Dr. Apt. 202  
Bellevue, NE 68005  
402-991-5046

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Margaret Novak. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement Community.

The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns.



Margaret Novak  
1821 Hillcrest Dr. Apt 205  
Bellevue NE 68005  
402-926-6978

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

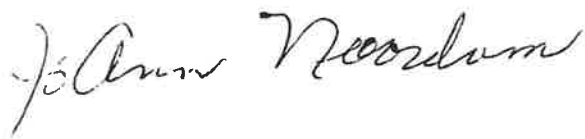
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The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



1821 Hillcrest Drive Apt. 306  
Bellevue, NE 68005

Tele # 402-332-6360

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

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The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,

1821 Hillcrest Drive Apt.  
Bellevue, NE 68005

Tele #

Erinita DeBow  
Apt. 404

August 12, 2025

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Elaine Mausbach. I am a resident of Hillcrest's Freedom Village. I love living in Bellevue, in Freedom Village, and in Sarpy County. I have become aware of the proposed building project on the empty lot which is directly adjacent to the lot upon which Freedom Village is located. I believe the proposed plan has been brought before your planning department for approval. As a resident of Bellevue, I strongly voice my objection to the plan and ask that your decision would be to **vote no** against the proposed plan for Lot 6, Tiller's Addition.

As a resident, I would like to submit my reasons for asking this redevelopment proposal to be denied because the completion of such would greatly impact me personally:

I would be less confident in my choice to move to a Bellevue and Freedom Village apartment. Rather than the quiet and secure over 55 independent facility, the proposed project would certainly threaten to disrupt the peace and security of Freedom Village. I would have to move.

With a 96 apartment building for family housing adjacent to Freedom building property, the probable and possible population on Lot 6 apartments could reasonably exceed 400 plus residents. That is calculated on two adults per unit and two children. Reality is that it could greatly exceed my 400 estimate. (It would not matter if the plans were for affordable family or luxury apartments. IMO, the lot is too small to accommodate that number of people, parking spots, green area, and playgrounds.) IMO, that would be population overload. Freedom sits on a lot four times the size of Lot 6. FV has a very nice courtyard area for seniors to enjoy. For Lot 6 residents, it might look like an open invitation to invade the private courtyard area of Freedom village. As an 83 yr old resident, I do not have the skills necessary to avoid getting out of the way of skate boards, bikes, footballs, or energized kids. Falls would happen.

Also, the solution to that risk exposure cannot be as simple as signage, fences, etc. because we live in a culture where reasonable solutions do not exist.

The safety and security of the 56 families already living here would be jeopardized.

Thank you for considering my concerns and I respectfully ask that you would vote down the Proposed Redevelopment Plan for Lot 6, Tiller's Addition.

Respectfully, *Elaine M. Mausbach*

Name Elaine M. Mausbach

Address 1821 Hillcrest Drive, Apt. 407, Bellevue, NE

Telephone # 531-999-2305

RESIDENTS

SENT The following

Directly to

Recipient

1717 Hillcrest Drive  
Bellevue, NE

Dear Mayra Hike

My name is Karen Berbland  
and I live at 1717 Hillcrest Drive.

I live next door to the property  
at the corner of Wilshire Drive and  
Wall Street. As you know this  
property has a proposed redevelopment  
plan for a 5 level multi family  
apartment complex.

Have you looked at this 1.5 acre  
property? There is no room for a  
96 unit apartment complex. Where  
are the people going to park? Where  
are the children going to play? Some  
of the children could well be teenagers  
that need more space than the  
small play area that is proposed.

I am sure there are much better  
ideas for this property. Please talk  
to the planning dept. and help  
them come up with a better plan  
for this property.

Sincerely,

Karen Berbland (a resident of Bellevue)

Uick. Inogen  
1735 Hillcrest Dr  
Bellevue, Nc 680

To Whom it may concern,

I Am A Resident of Hillcrest Housing  
in the 55+, I live in a Garden Home with  
my Dog.

I came to Bellevue to A Community,  
where it WAS quiet; NO Through traffic,  
Neighbors who left their homes as well.

We are a small community, where we  
know everyone's Dog's Names + share our  
private lives.

I Appose the 96, 5 Story Apartment  
housing on Wellshire and Wall for low income  
people.

We want quiet, NO traffic + limited  
children, as we have lots of cement for Skate-  
boards, roller skating + bicycles.

We will Not tolerate, loud music, Speeding Cars  
Our property stold or Ding Dong Ditch!!!!

Please Stop this Low Income Apartment Housing!

24 August 2025

Mr. McCaw,

I am Carol Catherall and I live at 1819 Hillcrest Dr. in Freedom Village. I've been here for 2.5 years and love it. I cannot think of a single good thing about putting a high impact apartment building next to us. Our 28 unit apartment building is on a lot about the same size as the projected 96 unit building.

Most of us are long time Bellevue residents and it seems that the city does not care about us at all. Also, Hillcrest is the second largest employer in Bellevue. Why put this next to their campus for old people.

But as a mother and teacher, my main worry is about any children who might live there. We see how fast the police go down Wilshire on emergency calls. This is certainly nothing against the Bellevue police. I've had nothing but good interaction with them. That many cars and people will slow them down. I'm afraid that children will be on bicycles or run to see police cars and there will be a tragedy.

All of us in Freedom Village will certainly appreciate any help you can give to prevent the building being located on Wilshire.

Thank you,

*Carol Catherall*

24 August 2025

Councilman Casey,

I know that Freedom Village is not in your ward, but since you are retired military, I think you care about us military that retired in Bellevue.

I am Carol Catherall and I live at 1819 Hillcrest Dr. in Freedom Village. I've been here for 2.5 years and love it. I cannot think of a single good thing about putting a high impact apartment building next to us. Our 28 unit apartment building is on a lot about the same size as the projected 96 unit building.

Most of us are long time Bellevue residents and it seems that the city does not care about us at all. Also, Hillcrest is the second largest employer in Bellevue. Why put this next to their campus for old people.

But as a mother and teacher, my main worry is about any children who might live there. We see how fast the police go down Wilshire on emergency calls. This is certainly nothing against the Bellevue police. I've had nothing but good interaction with them. That many cars and people will slow them down. I'm afraid that children will be on bicycles or run to see police cars and there will be a tragedy.

All of us in Freedom Village will certainly appreciate any help you can give to prevent the building being located on Wilshire.

Thank you,

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

**Roger Irwin  
1823 Hillcrest Dr  
Bellevue, NE 68005  
402-960-5390**

Dear Mayor Hike,

As a resident of Freedom Village of Bellevue, I have some concerns about the proposed large dwelling to be located on Wilshire Drive and Wall Street.

I am 84 years old, a Vietnam Veteran, retired Nebraska State Patrol, handicapped and legally blind. My main concern is for my safety and the safety of other senior citizens who reside in the retirement community. Several residents have garden plots. Another concern is the unattended children coming down in our area. We have a fire pit which is not turned off and could be attractive to the children.

I hope you will seriously consider this retirement community and its senior citizens who call this their home. Also consider the traffic which would double or triple. We already have a hard time getting on to Harlan Drive.

Thank you,

A handwritten signature in cursive script that reads "Roger Irwin".

Roger Irwin

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Judy Burcaw. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement Community.

The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Judy Burcaw  
1705 Hillcrest Dr.  
Bellevue NE 68005  
402-203-9039

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Frank Burcaw. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

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Thank you in advance for considering my concerns,



Frank Burcaw  
1705 Hillcrest Dr.  
Bellevue NE 66005  
402-203-9039

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Marilyn Bogacki. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

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The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Marilyn Bogacki  
1707 Hillcrest Dr.  
Bellevue NE 68005  
863-558-2138

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Ginette Carpenter. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

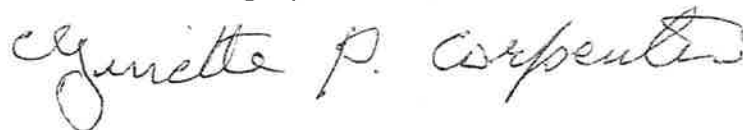
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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Ginette Carpenter  
1715 Hillcrest Dr.  
Bellevue NE 68005  
402-301-3863

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Dan Nietfeld. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

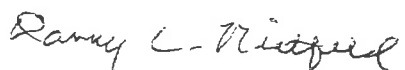
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The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Dan Nietfeld  
1719 Hillcrest Dr.  
Bellevue NE 68005  
402-679-5660

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Kathy Nietfeld. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

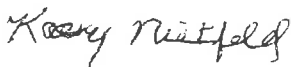
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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Kathy Nietfeld  
1719 Hillcrest Dr.  
Bellevue NE 66005  
402-679-5660

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Clyde Johnson. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Clyde Johnson  
1723 Hillcrest Dr.  
Bellevue NE 68005  
402-291-4221

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Barb Johnson. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

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Thank you in advance for considering my concerns,



Barb Johnson  
1723 Hillcrest Dr.  
Bellevue NE 68005  
402-291-4221

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Lynn Hanson. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Lynn Hanson  
1725 Hillcrest Dr.  
Bellevue NE 68005  
320-699-0429

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

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Thank you in advance for considering my concerns,

  
Clif Langford  
1733 Hillcrest Drive  
Bellevue, NE 68005

Tele # 402-291-3877

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

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Thank you in advance for considering my concerns,



Marijke Langford  
1733 Hillcrest Drive  
Bellevue, NE 68005

Tele # 402-291-3877

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is John Kelly. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

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Thank you in advance for considering my concerns,

  
John Kelly  
1809 Hillcrest Dr.  
Bellevue NE 68005  
785-331-8014

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Gay Flynn. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

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Thank you in advance for considering my concerns,



Gay Flynn  
1809 Hillcrest Dr.  
Bellevue NE 68005  
785-331-8015

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

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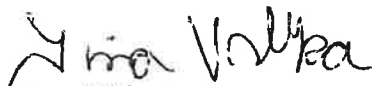
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The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Tina Vrbka

1813 Hillcrest Dr  
Bellevue NE 68005  
402-672-0073

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

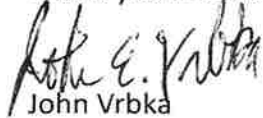
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The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



John Vrbka  
1813 Hillcrest Dr  
Bellevue NE 68005  
402-672-5762

Ms. Tammi Palm  
Planning Director  
Bellevue NE Planning Commission  
1810 Wall St  
Bellevue NE 68005

Re: Redevelopment Plan for Lot 6 Tiller's 4th Addition

Dear Ms. Palm,

My name is Robert (Bob) Povich. I am a resident of the Hillcrest property, Freedom Village. I am writing to you to voice my objection to this lot being used for the plan above. I am concerned that the amount of residents living there will be a disruption of this senior living area. We enjoy a quiet and safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating more safety issues.

The document that I have read indicates that 96 apartments will be built with 72 of them multi bedrooms. This tells me that 200 to 300 people could be living there. That is a huge number of folks living in a small footprint. The developer indicates that up to 43 elementary age children should be accommodated. Why do they think only elementary age children will be there? I think all minors regardless of age could be living there. It looks to me that upwards of 3 times that many children could be there. Don't get me wrong, I don't have a problem with the kids, but the noise and areas they would play in would be very noisy. I'm sure our open green area would be attractive for drawing kids to play.

All of the residential facilities in this area are geared towards seniors. I really don't want our safety to be jeopardized. This plan is not a good fit for this area.

Thank you in advance for considering my concerns.



Bob Povich  
1815 Hillcrest Dr.  
Bellevue, NE 68005  
402-990-5984

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.


This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

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The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



CAROL A. LOVELL

1821 Hillcrest Drive Apt. 304  
Bellevue, NE 68005

Tele # 512-636-8403

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.


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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,

  
LINDA M RAY  
1821 Hillcrest Drive Apt. 405 402-990-9398  
Bellevue, NE 68005

Tele #

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



402-393-6468

1821 Hillcrest Drive Apt. 305  
Bellevue, NE 68005

Tele #

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,

  
Deborah A. Peterson

1821 Hillcrest Drive Apt. 206  
Bellevue, NE 68005

Tele #

- 402-650-3425

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

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Thank you in advance for considering my concerns,

  
1821 Hillcrest Drive Apt. 103  
Bellevue, NE 68005

Tele # 402-515-9581

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



1821 Hillcrest Drive Apt. 102  
Bellevue, NE 68005

Tele # 402-319-2355

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Larry Mahagan. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

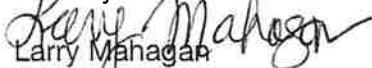
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This plan is not a good fit for this area. Better use might be less dense, income based, affordable 55+ housing.

Thank you in advance for considering my concerns my concerns.

  
Larry Mahagan  
1703 Hillcrest Dr.  
Bellevue, NE. 68005  
402-679-1419

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Glenda Mahagan. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

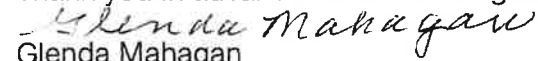
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This plan is not a good fit for this area. Better use might be less dense, income based, affordable 55+ housing.

Thank you in advance for considering my concerns my concerns.

  
Glenda Mahagan  
1703 Hillcrest Dr.  
Bellevue, NE. 68005  
402-690-2678

# 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 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.*

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)

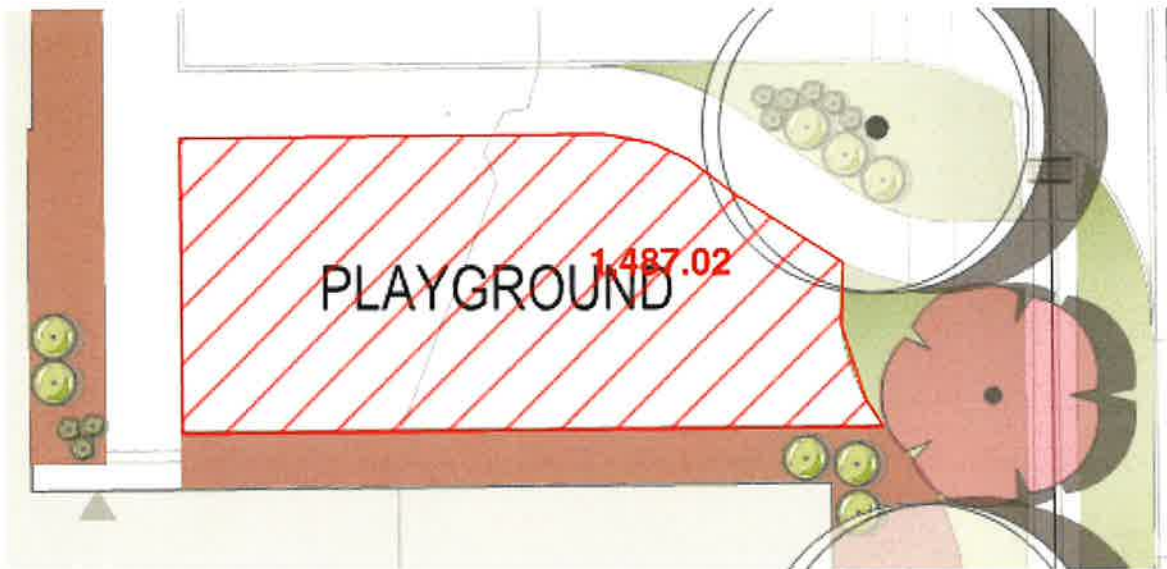
## **But For...But?**

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.

**Source #2** – In designing playgrounds for apartment buildings, there's a strong recommendation to allocate between 40 and 75 square feet of play area per child, according to KOMPAN.

KOMPAN was founded in 1970 in Denmark by sculptor Tom Lindhardt and co-founder Hans Mogens Fenne-Frederiksen. The concept of play sculptures for children was birthed by children’s instant attraction to Tom Lindhardt’s playful sculptural art. Today, KOMPAN’s beautiful and timeless playgrounds foster its continued purpose to co-create and shape healthier and happier communities globally by delivering play and fitness solutions.

**Occupant Load**

The occupant load hasn’t been clearly defined by the developer. During the Planning Commission meeting discussion on June 26, 2025, related to the redevelopment plan the applicant mentioned the occupant load for the development to be 197 people total. However, the table below provided by the applicant would provide for a much larger occupant load. Per the table below and the apartment breakdown given by the developer; (22) one-bedroom = 66 occupants, (45) two-bedroom = 180 occupants, (19) three-bedroom = 95 occupants, (10) four-bedroom = 60 occupants, for a total of 401 occupants living in this development.

| <b>BUILDING OCCUPANT LOAD</b> |                           |             |                  |                      |
|-------------------------------|---------------------------|-------------|------------------|----------------------|
| <b>SPACE NAME</b>             | <b>FUNCTION OF SPACE</b>  | <b>AREA</b> | <b>OL FACTOR</b> | <b>OCCUPANT LOAD</b> |
| TRASH                         | ACCESSREORY STORAGE       | 487 SF      | 300 SF           | 2                    |
| PARKING GARAGE                | PARKING GARAGES           | 25539 SF    | 200 SF           | 128                  |
| LEVEL-00                      |                           |             |                  | 129                  |
| JANITOR                       | ACCESSREORY STORAGE       | 69 SF       | 300 SF           | 1                    |
| STOR                          | ACCESSREORY STORAGE       | 65 SF       | 300 SF           | 1                    |
| TRASH                         | ACCESSREORY STORAGE       | 49 SF       | 300 SF           | 1                    |
| COMMUNITY                     | ASSEMBLY UNCONCENTRATED   | 520 SF      | 15 SF            | 35                   |
| BUSINESS                      | BUSINESS AREA             | 1731 SF     | 100 SF           | 17                   |
| ELEC                          | MECHANICAL EQUIPMENT ROOM | 497 SF      | 300 SF           | 2                    |
| MECH                          | MECHANICAL EQUIPMENT ROOM | 29 SF       | 300 SF           | 1                    |
| 1-BED                         | RESIDENTIAL               | 689 SF      | 200 SF           | 3                    |
| 1-BED                         | RESIDENTIAL               | 682 SF      | 200 SF           | 3                    |
| 1-BED                         | RESIDENTIAL               | 712 SF      | 200 SF           | 4                    |
| 1-BED                         | RESIDENTIAL               | 675 SF      | 200 SF           | 3                    |
| 1-BED                         | RESIDENTIAL               | 679 SF      | 200 SF           | 3                    |
| 1-BED                         | RESIDENTIAL               | 778 SF      | 200 SF           | 4                    |
| 2-BED                         | RESIDENTIAL               | 890 SF      | 200 SF           | 4                    |
| 2-BED                         | RESIDENTIAL               | 983 SF      | 200 SF           | 5                    |
| 2-BED                         | RESIDENTIAL               | 846 SF      | 200 SF           | 4                    |
| 2-BED                         | RESIDENTIAL               | 830 SF      | 200 SF           | 4                    |
| 2-BED                         | RESIDENTIAL               | 830 SF      | 200 SF           | 4                    |
| 2-BED                         | RESIDENTIAL               | 830 SF      | 200 SF           | 4                    |
| 2-BED                         | RESIDENTIAL               | 831 SF      | 200 SF           | 4                    |
| 2-BED                         | RESIDENTIAL               | 830 SF      | 200 SF           | 4                    |
| 2-BED                         | RESIDENTIAL               | 829 SF      | 200 SF           | 4                    |
| 3-BED                         | RESIDENTIAL               | 1115 SF     | 200 SF           | 6                    |
| 3-BED                         | RESIDENTIAL               | 1029 SF     | 200 SF           | 5                    |
| 3-BED                         | RESIDENTIAL               | 1099 SF     | 200 SF           | 5                    |
| 4-BED                         | RESIDENTIAL               | 1219 SF     | 200 SF           | 6                    |
| 4-BED                         | RESIDENTIAL               | 1219 SF     | 200 SF           | 6                    |
| 4-BED                         | RESIDENTIAL               | 1198 SF     | 200 SF           | 6                    |
| 4-BED                         | RESIDENTIAL               | 1247 SF     | 200 SF           | 6                    |
| LEVEL-01                      |                           |             |                  | 158                  |

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](mailto:jroberts@hillcresthealth.com)

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



**October 16, 2025**

**FROM: Lift Up Sarpy County**  
1620 Wilshire Dr. Suite 301  
Bellevue, NE 68005

**T0: The Esteemed Members of the Bellevue City Council**  
Bellevue City Hall  
1500 Wall Street  
Bellevue, NE 68005

**RE: Letter of Strong Support for The Wilshire Apartments Development**

Dear City Council,

Lift Up Sarpy County is writing to offer our unequivocal support for the proposed development of The Wilshire Apartments. Our vision is for all Sarpy County residents to reach self-sustainability so all in our community can live in a place of well-being. We work to realize this vision through a mission dedicated to connecting people to resources to fill their most basic needs, including shelter, food, transportation assistance, education, mental health services, and childcare.

We fulfill our mission by actively collaborating with schools, government, businesses, other nonprofits, and faith-based organizations, and by bringing together stakeholders to identify the pressing needs in our communities. The most critical need identified today is the profound shortage of quality, attainable housing for our essential workforce.

Ensuring access to safe, stable shelter is the foundational step in fulfilling this vision. Without stable housing, our clients—the local workforce, including educators, service industry personnel, first responders, and military families associated with Offutt Air Force Base—cannot successfully benefit from our programs, which include coaching and assistance with application to local, state, and federal programs, and helping them become more knowledgeable and confident in assessing local and state resources. The lack of housing stability is the primary barrier to long-term self-sustainability.

The Wilshire development directly addresses this critical gap. By introducing a significant number of well-designed, new-construction apartment units, The Wilshire provides necessary housing diversity that alleviates pressure on the existing, aging housing stock. The proposed location is particularly advantageous, offering residents excellent proximity to major employment centers, essential services, and transportation corridors, which aligns perfectly with smart community planning principles.

Furthermore, we firmly believe that when we work together to help families in need overcome situations they face, we benefit as a community. Approving developments like The Wilshire is an investment in our local economy. When workers can afford to live where they work, they become more stable community residents, leading to improved employee retention for local businesses and a stronger, more vibrant tax base for the city of Bellevue. This project represents forward-thinking development that meets modern residential standards while enhancing the overall quality of life for future residents.

We urge the Bellevue Planning Commission to recognize the substantial community benefit and crucial housing role that The Wilshire Apartments will fill. We strongly recommend and ask for your swift approval of this necessary project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tanya Gifford', with a stylized flourish at the end.

Tanya Gifford  
Executive Director  
Lift Up Sarpy County



Dear Mayor Hike and Members of the City Council:

As President of the Bellevue Chamber of Commerce, I want to express our strong support for the text amendment submitted by Great Lakes Capital to allow reductions in apartment size within multi-family zoning districts. This proposal isn't just about housing—it's about the future of our community and the strength of our local economy.

Infill development helps Bellevue grow in a smart, sustainable way. When we encourage new residential projects within existing areas, we bring more customers to our small businesses, help our neighborhoods stay vibrant, and make better use of the infrastructure we already have. Every new household means more people shopping local, dining local, and investing in our community.

Affordable and right-sized apartments are also key to supporting our workforce. From manufacturers and restaurants to healthcare and retail, employers across Bellevue are struggling to find workers. People are much more likely to live and work here when housing options fit their needs and budgets. Affordable housing isn't just good policy—it's good business.

It's also important that we not let fear or misconceptions stop positive growth. Concerns about density or change can easily overshadow the many benefits that responsible development brings. Bellevue is a welcoming, forward-thinking community, and we want to continue sending that message loud and clear: that we are open to investment, to growth, and to building a strong future for everyone who lives and works here.

The Bellevue Chamber of Commerce respectfully urges the City Council to support this text amendment. It's a step that reinforces our shared goals—encouraging infill development, expanding housing options, and strengthening Bellevue's economic foundation.

Thank you for your leadership and your commitment to helping Bellevue continue to grow responsibly and competitively.

Respectfully,

*Diane*

Diane Bruce  
President

10/21/25

Dear Bellevue City Council,

My name is Gil Park and I am the owner of Korean Grill located at 1408 Harlan Drive in Bellevue Plaza. I am writing this letter of support for proposed 80 unit apartment project at 1724 Wilshire Drive. As a restaurant owner, I believe that having more customers close to my business will help me and other small business owners like me. Customers who are within such a short walking distance from us are far more likely to dine at our restaurant and spend their money at other local businesses.

As an employer, having housing options for my employees so close to the restaurant will place less burden on their ability to get to and from work. When employees can walk to work and not need to worry about transportation I can feel confident that I can better serve my customers.

I hope that you will vote in favor of allowing this project to move forward and support local businesses.

Sincerely,



Gil Hyoung Park  
Korean Grill

1408 Harlan Drive, Bellevue, NE

10-21-25



To: The Honorable Members of the Bellevue City Council,

**RE: Letter of Support for the Wilshire Apartments Development**

Dear Mayor and Council Members,

I am writing to express my enthusiastic support for the proposed Wilshire Apartments development currently under consideration by the Council. As the owner of Evolve Realty, a residential real estate brokerage located just blocks from the proposed site on John F. Kennedy Road, I have a vested and immediate interest in the growth and stability of this area of Bellevue.

My team and I work every day to help clients move into and invest in Bellevue. One of the most significant challenges we currently face—and one that directly impacts property values across the city—is the critical shortage of quality, attainable rental housing. The Wilshire Apartments proposal, by providing modern multi-family units, directly addresses this need. This is not just about adding density; it is about providing essential workforce housing that supports our local economy, including the dedicated personnel at Offutt Air Force Base and the employees of the numerous small businesses throughout the city.

From a residential real estate perspective, the construction of well-maintained new apartment communities is a net positive for surrounding property owners. New, high-quality development signals market strength and demonstrates reinvestment in the neighborhood, which helps stabilize and enhance the value of existing single-family homes. Approving projects like Wilshire Apartments helps ensure Bellevue remains a vibrant and desirable destination, attracting new residents who will patronize our local businesses.

I urge the City Council to approve the necessary zoning and development applications for the Wilshire Apartments. This is a vital investment in our community's infrastructure and economic future.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Harper", is written over a horizontal line.

**Jeremy Harper**  
Owner/Broker

Evolve Realty  
1501 John F Kennedy Dr.  
Bellevue, NE 68005

10/21/25

Otis Breakfield  
2327 McCorkindale Plaza, Apt. 103  
Bellevue, NE 68147  
October 19, 2025

Honorable Members of the Bellevue City Council,  
1500 Wall Street  
Bellevue, NE 68005

RE: Letter of Support for Wilshire Apartments housing development in Bellevue

Dear Honorable Members of the Bellevue City Council,:

My name is Otis Breakfield, and I am a proud resident of Bellevue. I am writing to express my wholehearted support for Wilshire Apartments, the proposed 80-unit affordable housing development in our community.

I have lived with my family at another affordable housing LIHTC community in Bellevue for the past three years. Moving here has been a significant and positive change for us. Our apartment residence offers a safe, quiet, and truly community-oriented environment. Before discovering our current home, my family and I struggled to find affordable housing in the Omaha region that was not only within our means but also that provided a high standard of living and security. Living here, we benefit from spacious, modern units, wheelchair-accessible design, and a sense of community. Our property management is responsive, and our neighborhood is friendly and safe - something that cannot always be said about older, less well-maintained housing options. We know this because prior to moving to Bellevue, our previous residence posed several hardships, including mold and pests!

Affordable housing at our apartment community in Bellevue has allowed my family to focus on more than just paying bills. We now have the stability to invest in our children's futures, pursue extracurricular activities, and nurture positive values in a healthy and supportive setting. My children are thriving academically and socially, with interests spanning art, sports, and science. Having access to quality housing is playing a direct role in their success and well-being.

As someone with experience in the housing industry and a personal interest in community development, I understand both the careful planning required for such projects and the challenges that developers face when searching for the right site. I also know firsthand the tremendous need for high-quality, sustainable affordable housing in Bellevue. This new project will provide additional families with the same opportunity for safety, stability, and growth that my family and I have enjoyed.

**I respectfully encourage the City Council to support this new development and ensure that more Bellevue residents can benefit from affordable, safe, and healthy homes.** The investment by the developers in the Wilshire Apartments project will not only address a critical housing need. It will also help to strengthen our community for years to come.

Thank you for your time and your commitment to making Bellevue a welcoming place for all families.

Sincerely,



Otis Breakfield

10/21/25



**Housing  
Foundation for  
Sarpy County**

8214 Armstrong Circle  
Bellevue, NE 68147

October 17, 2025

Bellevue City Council  
Attn: Planning Director  
1500 Wall Street, Suite 100  
Bellevue, NE 68123

RE: Letter of Support for The Wilshire Apartment Development

Dear Members of the Bellevue City Council,

On behalf of the Housing Foundation for Sarpy County, I write to offer our strong and enthusiastic support for the proposed Wilshire apartment development. As Executive Director, I have witnessed firsthand the critical challenges our community faces in securing safe, stable, and affordable housing for our essential workforce and growing families. The Wilshire project is a crucial step toward addressing this persistent issue.

Bellevue and Sarpy County are experiencing unprecedented growth. Yet the supply of homes attainable for middle- and lower-income workers—the nurses, teachers, service industry staff, and civil servants who power our economy—has not kept pace. This severe housing deficit threatens our economic stability and forces many to commute long distances, increasing congestion and reducing quality of life. Simply put, we need more units, and we need them now. The City Council stood behind this ideal as it drafted and approved the Affordable Housing Plan that was filed with the State.

The Wilshire directly addresses this need by providing high-quality, dense housing strategically located near employment centers and public services. We understand the development is designed to incorporate a mix of unit sizes and targets affordability levels that align perfectly with the goals of the HFSC: providing dignity and stability through housing. This project is not just about building apartments; it's about creating housing opportunity that allows our workforce to live where they work, strengthening the fabric of our neighborhoods.

We urge the Council to recognize the substantial community benefit The Wilshire will deliver. Approving this development sends a clear signal that the City of Bellevue is committed to inclusive growth and the well-being of all its residents. It represents a vital investment in our future workforce and overall housing market stability.

Thank you for your time and serious consideration of this vital project. We look forward to seeing The Wilshire move forward and stand ready to assist in any way the Housing Foundation for Sarpy County can.

Sincerely,

Carolyn Pospisil  
Executive Director

10/22/25



October 6, 2025

Nick Goede  
Development Director  
Great Lakes Capital  
7410 Aspect Dr, Suite 100;  
Granger, IN 46530

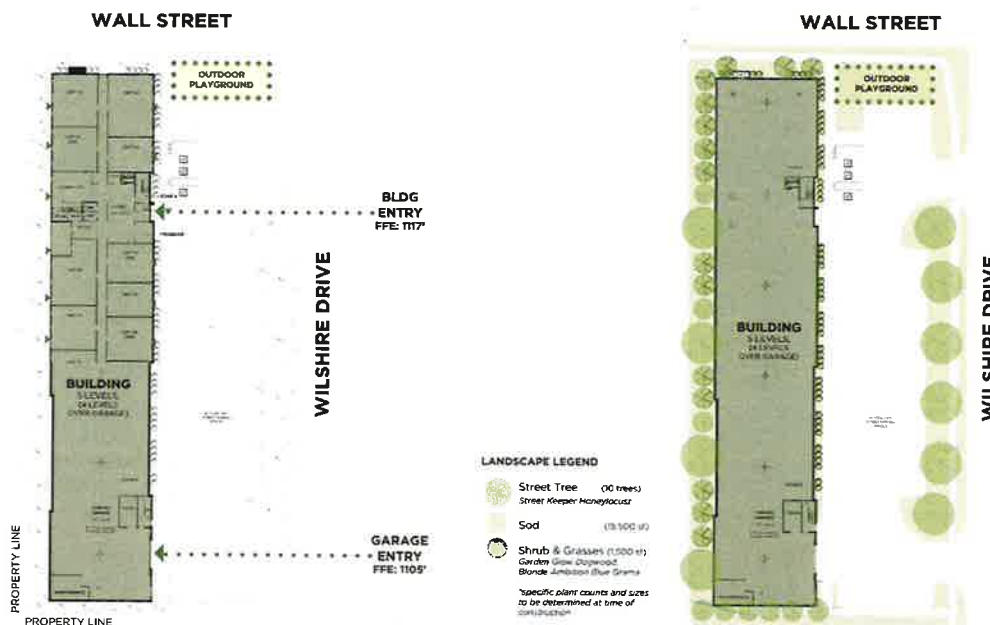
Thank you for the opportunity to present our findings for the evolving parking needs in Bellevue and specifically for the Wilshire Drive project. We are excited to share our thoughts on parking for the project and how the site plan and demand/supply balance will occur with full occupancy.

### Project Approach

Denison has collected operational requirements from the development team and incorporated our experience in managing mixed use properties around the country to present a plan of operations to report on the parking demand for the various stakeholders. We have leveraged parking ratios created by the Urban Land Institute, National Parking Association, and local observational data of peak parking utilization between the hours of 6pm to 10pm at LIHTC projects in Sarpy County that inform the analysis to determine the parking demand characteristics.

This report will provide:

1. A review of parking demand and anticipated ratios for the project
2. Recommendations and comparisons to similar types of projects in the area





## Executive Summary & Recommendations

The project currently is designed for a parking ratio of 1.5 spaces per unit, with 120 spaces for 80 residential units.

The following analysis will outline local precedent and national trends supporting our conclusion that a parking ratio of 1.27 spaces per unit is more appropriately scaled and maximizes utility for this development that includes residents and visitors & guests.

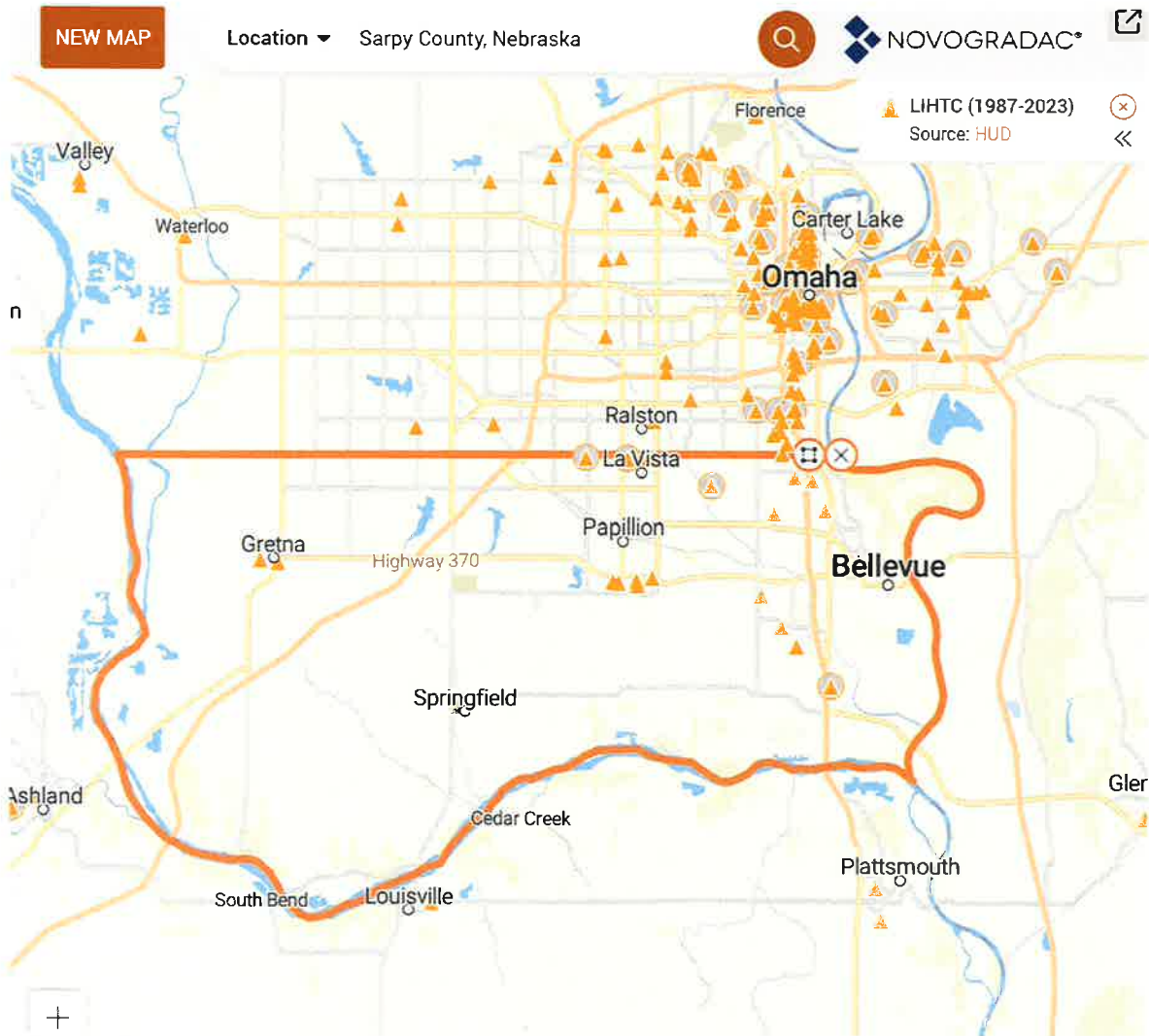
Based on prudent vehicle ownership estimates of 70% consistent with both LIHTC resident profiles and national parking planning guidelines, the demand projection for 80 residential units will require the following:

- 96 spaces for residents,
- 4 to 6 spaces for visitors during the week, and weekend respectively. This equates to a **peak need of 102 spaces required** as noted in Exhibit 3.

This design forward ratio promotes smart, space-efficient design while balancing resident needs, aligning with Bellevue's comprehensive plan goals for compact, connected, and equitable development.

## Existing Conditions

The proposed development is a LIHTC (Low Income Housing Tax Credit) project in a collaborative effort between the federal government, Nebraska state government, and Great Lakes Capital, a private entity. The proposed property will be located at 1724 Wilshire Drive, Bellevue, Nebraska (Parcel ID 010449760), fifteen minutes south of downtown Omaha, Nebraska. This project will be one of approximately 15 LIHTC projects in Sarpy County, Nebraska according to Novogradac/HUD data at the time of this report, September 2025.



**Infrastructure:**

The property is located within walking distance of a supermarket, multiple restaurants, and a bus stop serving route 95 of OMetro. See Appendix 2 for Metro route and full system mapping.



### City of Bellevue Foundational Planning Documents

The 2021 Updated Comprehensive Plan outlines the intersection between the future goals/vision of the City, and the built environment. It is clear the 1724 Wilshire Drive project exemplifies that intersection between land use, economic development, neighborhood vitality, walkability, and affordable housing.

It's also important to note the flexibility of Section 8 of the City Ordinance provides relief from the current parking minimums outlined in the ordinance.

Highlighted goals of the 2021 Comprehensive Plan include the following tenets: See Appendix 3

Housing: "Contribute to the metropolitan area's job-housing balance. Create more choices for all types of housing (Single, Family, multi-family, apartments, new construction, rehabilitation) to better serve the increasingly diverse residents of Bellevue."



Land use: "Plan for higher density near commercial centers, transit stops, parks, schools, and civic centers." See Appendix 4

Transportation: "Identify and preserve future transportation corridors for the connection of old and new development."

Neighborhoods: "Require street, trail, and pedestrian connections between old and new neighborhoods between residential and commercial developments, which include convenience shopping opportunities."

Economic Development: "Concentrate commercial centers (employment) in compact centers or districts. Make shopping centers and business parks into all-purpose activity centers."

Recommendations 1-5 Years: A) "Encourage even distribution of multi-family housing throughout Bellevue. B) "Encourage greater housing diversity and styles within neighborhoods."

Local Sentiment: ""I believe that land-use policies, densities, and regulations that promote efficient development patterns and relatively low municipal and utility costs is important." Infill development, which typically uses existing utility and infrastructure lines, would support these concepts and is, therefore, more efficient for developers and the municipality. New roads, utility line extensions, or other infrastructure would not be required."

City Ordinance: Section 8.01 Off Street Automobile Storage allows for some flexibility in this discussion, Section 8.03 "All buildings, structures, and uses of land shall provide off-street parking and loading space in an amount sufficient to meet the needs caused by the building or use of land" \* Section 8.03.03 in the spirit of improving density & variability to the community "Contractual agreements may be made between uses which generate parking demand at different times in such a manner that the requirements of more than one use may be met by the same space provided the parking demand for each such use involved is in fact met."

These two provisions in City Ordinance are the foundation for potential request for reduction in parking allocations required in Section 8.03.11 GROUP A (Noted here): "All uses of land and buildings enumerated under Group A shall provide off-street parking on the same zoning lot as such use or building and said parking shall have convenient and unobstructed pedestrian access across said zoning lot to a principal entrance to the following buildings or uses": Apartments 2 per dwelling unit

## Key Assumptions

1. The project will consist of 80 units.
2. The supply of parking will be 120 spaces.
3. There is not any retail parking demand required.
4. Residents will not be given an assigned space, rather have access to the parking field.
5. Given the profile of the resident, we have assumed 70% vehicle ownership in our model according to a [2022 study by the Bureau of Transportation Statistics](#).

**Denison Parking Inc.**

320 N. Meridian St., Suite 700 | Indianapolis, IN 46204



## Parking Capacity Analysis

The entirety of the Wilshire project will be well-equipped to meet its parking demand.

The exhibit below is reflective of the mix of units for the site. This unit mix informed the analysis provided in this report.

What follows is an overview of that analysis on supply and demand as well as recommendations on the operating model suggested to maximize utility parking asset utilization. The following chart (**Exhibit 1**) illustrates the parking demand for the entire site.

The maximum expected load for overnight parking includes residents & visitors with a vehicle ownership rate of 70% maxing out the parking needed at 102 spaces. Generally, the highest demand for residential is in the evening from 6pm to Midnight. The analysis of this property indicates **a utilization of 102 spaces at the peak usage period** as shown in Exhibit 2 below.



**Exhibit 1:**

**DEVELOPMENT SUMMARY**

**ADDRESS** 1724 WILSHIRE DR  
**AREA** 1.4874 ACRES

**BUILDING AREAS**

|              |           |                   |
|--------------|-----------|-------------------|
| LEVEL 0      | GARAGE    | 22 320 SF         |
| LEVEL 1      | RES UNITS | 22 190 SF         |
| LEVEL 2      | RES UNITS | 22 190 SF         |
| LEVEL 3      | RES UNITS | 22 190 SF         |
| LEVEL 4      | RES UNITS | 22 190 SF         |
| <b>TOTAL</b> |           | <b>111 080 SF</b> |

**RESIDENTIAL UNIT MIX**

| TYPE         | L1        | L2        | L3        | L4        | TOTAL     |
|--------------|-----------|-----------|-----------|-----------|-----------|
| 1 BED        | 4         | 6         | 6         | 4         | 20        |
| 2 BED        | 9         | 10        | 10        | 10        | 39        |
| 3 BED        | 2         | 3         | 3         | 4         | 12        |
| 4 BED        | 3         | 2         | 2         | 2         | 9         |
| <b>TOTAL</b> | <b>18</b> | <b>21</b> | <b>21</b> | <b>20</b> | <b>80</b> |

PROVIDE 10% ACCESSIBLE: 8 UNITS  
| 2 @ 1 BED | 4 @ 2 BED | 1 @ 3 BED | 1 @ 4 BED |

PROVIDE 20% VISITABLE: 16 UNITS  
| 4 @ 1 BED | 4 @ 2 BED | 4 @ 3 BED | 4 @ 4 BED |

**PARKING**

|                     |            |
|---------------------|------------|
| STANDARD OFF-STREET | 56         |
| ADA OFF-STREET      | 3          |
| STRUCTURED          | 61         |
| <b>TOTAL</b>        | <b>120</b> |

### Exhibit 2

| Shared Parking Demand Summary  |              |            |            |             |                    |               |                |            |             |                    |               |                |             |             |                          |             |                   |                          |
|--------------------------------|--------------|------------|------------|-------------|--------------------|---------------|----------------|------------|-------------|--------------------|---------------|----------------|-------------|-------------|--------------------------|-------------|-------------------|--------------------------|
| Land Use                       | Project Data |            | Weekday    |             |                    |               |                | Weekend    |             |                    |               |                | Weekday     |             |                          | Weekend     |                   |                          |
|                                |              |            | Base Ratio | Driving Adj | Non-Capit ve Ratio | Project Ratio | Unit For Ratio | Base Ratio | Driving Adj | Non-Capit ve Ratio | Project Ratio | Unit For Ratio | Peak Hr Adj | Peak Mo Adj | Estimated Parking Demand | Peak Hr Adj | Peak Mo Adj       | Estimated Parking Demand |
|                                | Quantity     | Unit       |            |             |                    |               |                |            |             |                    |               | 12 AM          | January     |             | 12 AM                    | January     |                   |                          |
| Retail                         |              |            |            |             |                    |               |                |            |             |                    |               |                |             |             |                          |             |                   |                          |
| Food and Beverage              |              |            |            |             |                    |               |                |            |             |                    |               |                |             |             |                          |             |                   |                          |
| Entertainment and Institutions |              |            |            |             |                    |               |                |            |             |                    |               |                |             |             |                          |             |                   |                          |
| Hotel and Residential          |              |            |            |             |                    |               |                |            |             |                    |               |                |             |             |                          |             |                   |                          |
| Residential, Suburban          |              |            |            |             |                    |               |                |            |             |                    |               |                |             |             |                          |             |                   |                          |
| Studio Efficiency              |              | units      | 0.85       | 70%         | 100%               | 0.60          | unit           | 0.85       | 70%         | 100%               | 0.60          | unit           | 100%        | 100%        | -                        | 100%        | 100%              | -                        |
| 1 Bedroom                      | 20           | units      | 0.90       | 70%         | 100%               | 0.63          | unit           | 0.90       | 70%         | 100%               | 0.63          | unit           | 100%        | 100%        | 13                       | 100%        | 100%              | 13                       |
| 2 Bedrooms                     | 39           | units      | 1.65       | 70%         | 100%               | 1.16          | unit           | 1.65       | 70%         | 100%               | 1.16          | unit           | 100%        | 100%        | 46                       | 100%        | 100%              | 46                       |
| 3+ Bedrooms                    | 21           | units      | 2.50       | 70%         | 100%               | 1.75          | unit           | 2.50       | 70%         | 100%               | 1.75          | unit           | 100%        | 100%        | 37                       | 100%        | 100%              | 37                       |
| Reserved                       |              | res spaces | 0.00       | 70%         | 100%               | 0.00          | unit           | 0.00       | 70%         | 100%               | 0.00          | unit           | 100%        | 100%        | -                        | 100%        | 100%              | -                        |
| Visitor                        | 80           | units      | 0.10       | 100%        | 100%               | 0.10          | unit           | 0.15       | 100%        | 100%               | 0.15          | unit           | 50%         | 100%        | 4                        | 50%         | 100%              | 6                        |
| Office                         |              |            |            |             |                    |               |                |            |             |                    |               |                |             |             |                          |             |                   |                          |
| Additional Land Uses           |              |            |            |             |                    |               |                |            |             |                    |               |                |             |             |                          |             |                   |                          |
|                                |              |            |            |             |                    |               |                |            |             |                    |               |                |             |             | Customer/Visitor         | 4           | Customer/Visitor  | 6                        |
|                                |              |            |            |             |                    |               |                |            |             |                    |               |                |             |             | Employee/Resident        | 96          | Employee/Resident | 96                       |
|                                |              |            |            |             |                    |               |                |            |             |                    |               |                |             |             | Reserved                 | -           | Reserved          | -                        |
|                                |              |            |            |             |                    |               |                |            |             |                    |               |                |             |             | <b>Total</b>             | <b>100</b>  | <b>Total</b>      | <b>102</b>               |

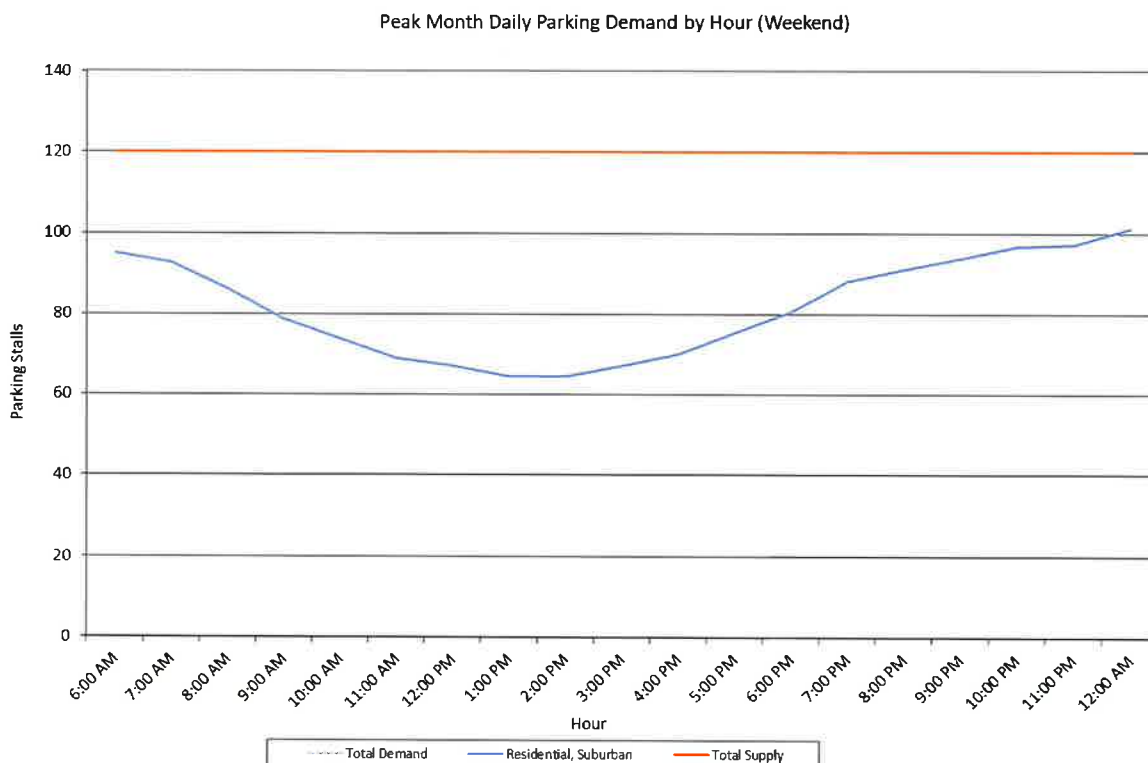
## Operational Recommendations

A few key objectives of the recommendations are:

1. Ensure availability of parking in the garage for residents, particularly around the evening hours.
2. Support the availability of parking in the garage or in the surface lot on-site for visitors when arriving
3. Support leasing activities and on-site management access to parking

Residential developments present an interesting blend of parking challenges. Residents tend to develop a proprietary attitude toward their parking. Nearby retail and restaurant owners want there to always be an empty space available for the next customer. As is frequently the case, with challenges often come opportunities. For example, the commuter with a 9-5 job will often leave a space available for a customer of an 8-5 retailer or other business. As future development around the area occurs, this could present an opportunity for the garage to support the neighborhood’s additional parking needs as noted in Exhibit 3 below.

### Exhibit 3



The decision to assign reserved spaces to parkers is a threshold question consideration of space assignment. One of the factors that allows the successful use of fewer parking spaces than might



appear to be called for is referred to as dynamic shared-use parking, which is a result of parker diversity. This follows from being able to allow a single space to be used multiple times per day by different users (e.g., the commuter and retail worker described in the previous paragraph). Having a space reserved effectively limits the use of that space to a single parker, even if they are gone 10 hours per day or for a weekend. It is our general recommendation that the reserved parking be limited to after peak business hours, i.e. reserved only from 5p – 7a instead of 24/7.

## Other Considerations

### Enforcement of Street Spaces

Eventually as development density increases in the surrounding area, the parking on City streets will preferably be enforced. Who will do the enforcement of the time limits is a question to be addressed.

## Parking Minimum Standards:

Local & National comparisons to Bellevue, Nebraska indicate significant flexibility in parking minimums based on factors such as income/affordability, access or adjacency to employment/transit systems. See more details in Appendix 5.

### Common Parking Demand Models for LIHTC Projects

1. Unit-Based Ratios
  - a. Standard Model:
    - i. 1.0 to 1.5 spaces per unit for general multifamily housing.
  - b. LIHTC Adjusted Model:
    - i. 0.5 to 1.0 spaces per unit, especially for developments serving seniors, disabled residents, or located near transit. This is adjusted from the standard model based on the prevailing data of vehicle ownership and access to vehicle data provided by the Bureau of Transportation Services.
2. Transit-Oriented Reductions
  - a. If located within 500–1,000 feet of transit, parking requirements may be lowered or waived:
    - i. 0.25 spaces per unit for one-bedroom LIHTC units near frequent transit.
3. Empirical Demand Modeling
  - a. Based on ACS data and local surveys:
    - i. Renter-occupied LIHTC households often have 0–1 vehicles.
    - ii. Senior LIHTC housing may require only 0.25–0.5 spaces per unit.



## Design & Policy Considerations

- Dynamic Shared-use Parking Agreements: Allowed to reduce total parking footprint. (noted above)
- Phased Parking Plans: Developers may install parking in phases based on occupancy.
- Smart Parking Tech: Increasingly used to maximize utility space and reduce demand.
- Vertical/Stacked Parking Systems: Useful in constrained urban LIHTC sites.

### Example Parking Demand Model (Simplified)

| Housing Type        | Income Level | Transit Access | Vehicles/Unit | Parking Ratio  |
|---------------------|--------------|----------------|---------------|----------------|
| General Multifamily | Market Rate  | No             | 1.5           | 1.5/unit       |
| LIHTC Family        | ≤60% AMI     | No             | 1.0           | 1.0/unit       |
| LIHTC Senior        | ≤60% AMI     | Yes            | 0.25–0.5      | 0.25–0.5/unit  |
| LIHTC Near Transit  | ≤60% AMI     | Yes            | 0.5           | 0.25–0.75/unit |

Active Senior housing ULI ratios are 0.55/unit. The reduction above is due to lower vehicle ownership.

| City & Context                            | Multi-Family Ratio (per unit) | Notes   |
|---|-------------------------------|---|
| Omaha, NE                                 | ~1.5 to 2.0 (varies by size)  | Higher ratios for larger units; standard zoning.      |
| Lincoln, NE                               | 0.5 spaces per unit           | Much lower ratio; reform underway.                    |
| Council Bluffs, IA                        | 1.0 (max 1.25)                | Includes flexibility and bicycle parking standards.   |
| <b>Jurisdiction / Policy</b>              |                               | <b>Parking Requirement for Affordable Units</b>       |
| Arlington County Metro Area               |                               | 0.3–0.42 / unit based on AMI level                    |
| Cities like Buffalo, Minneapolis, Seattle |                               | Minimums eliminated or capped near transit            |
| California (e.g., AB 744, AB 2097)        |                               | As low as 0; 0.5 per bedroom; exemptions near transit |
| Denver (2025)                             |                               | No mandatory parking requirement                      |
| General U.S. trend                        |                               | Many cities reducing/eliminating parking mandates     |
| Parking cost impact                       |                               | +\$36K–\$75K per unit; lenders often push for 1/unit  |
| HUD design standards                      |                               | Local parking rules apply; bicycle parking required   |



### Snapshot Local Parking Utilization:

A comparative onsite snapshot analysis was conducted using data from thirteen existing LIHTC or affordable housing developments within the city in August 2025. The key variables included total residential units, the number of low-income housing units, total off-street parking spaces provided, and the number of buildings per development.

The process visited each of the sites noted below, totaling 13 properties, and reviewed the occupancy of each at peak utilization time(s) between 6:00pm – 10pm

#### Key Observations:

Across the sample of Bellevue properties, parking availability varies moderately by project type and density.

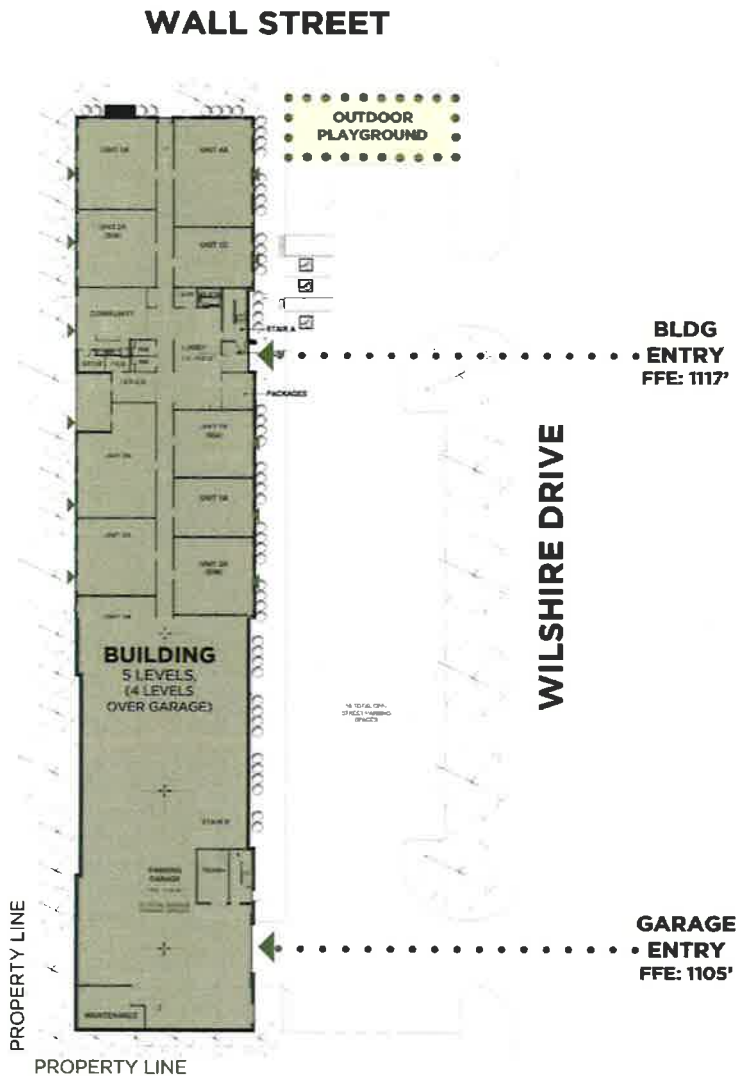
- None of the observed properties were at full utilization at any observed time.
- Notably it was quite common to have more than adequate parking available at each property.
- Max utilization was 1.45 parking stalls per dwelling unit and the minimum was 0.32.

See Appendix 6 and Exhibit 4 below for further detail:

**Exhibit 4**

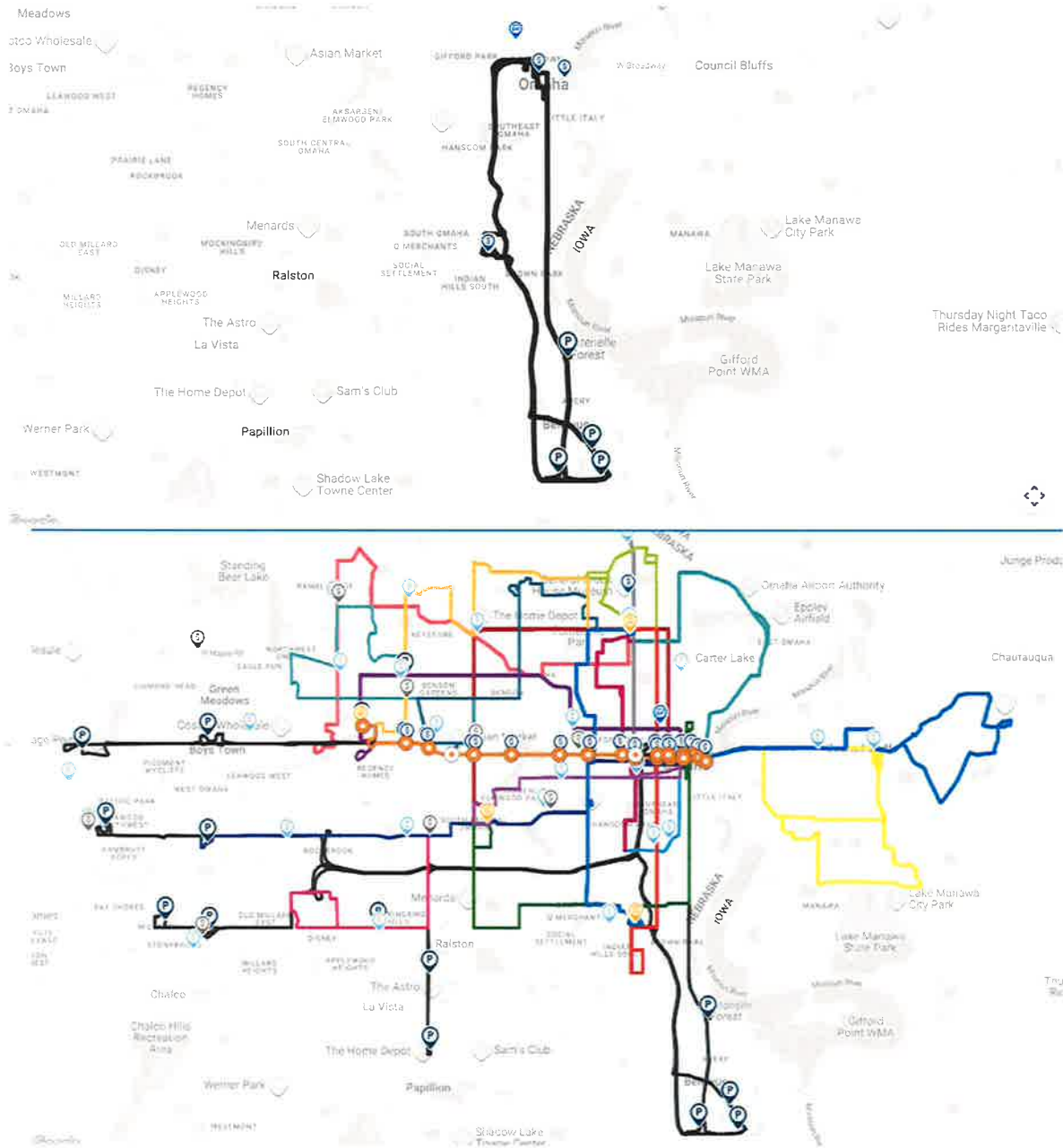
| Project Name                   | Address                | City      | Building Type     | Total Units | Income Units | BLDGS | Total Stalls | Parking Ratio | Vacant stalls 8/13/25 | Stalls 8/14/25 | 13-Aug-25                |                 |                         | 14-Aug-25                |                 |                 |
|--------------------------------|------------------------|-----------|-------------------|-------------|--------------|-------|--------------|---------------|-----------------------|----------------|--------------------------|-----------------|-------------------------|--------------------------|-----------------|-----------------|
|                                |                        |           |                   |             |              |       |              |               |                       |                | Stalls used/Total Stalls |                 |                         | Stalls used/Total Stalls |                 |                 |
|                                |                        |           |                   |             |              |       |              |               |                       |                | Utilization Rate         | Stalls utilized | Stalls per unit         | Utilization Rate         | Stalls utilized | Stalls per unit |
| CRESTVIEW VILLAGE              | 7235 EDNA CT           | LA VISTA  | Townhomes         | 154         | 154          | 14    | 161          | 1.05          | 93                    | 112            | 42%                      | 68              | 0.44                    | 30%                      | 49              | 0.32            |
| NORMANDY HILLS APTS            | 1106 GRENOBLE DR       | BELLEVUE  | 3 Story           | 48          | 48           | 2     | 93           | 1.94          | 65                    | 62             | 30%                      | 28              | 0.58                    | 33%                      | 31              | 0.65            |
| GRENOBLE APTS                  | 14816 NORMANDY BLVD    | BELLEVUE  | 3 Story           | 48          | 47           | 2     | 95           | 1.98          | 63                    | 55             | 34%                      | 32              | 0.67                    | 42%                      | 40              | 0.83            |
| PAPILLION HEIGHTS APTS         | 105 W GOLDCOAST RD     | PAPILLION | 3 Story walk-up   | 48          | 48           | 2     | 60           | 1.25          | 22                    | 27             | 63%                      | 38              | 0.79                    | 55%                      | 33              | 0.69            |
| CIMARRON TERRACE APTS          | 6963 S 97TH PLZ        | LA VISTA  | 3 Story           | 264         | 84           | 7     | 307          | 1.16          | 84                    | 112            | 73%                      | 223             | 0.84                    | 64%                      | 195             | 0.74            |
| SOUTHGATE TOWNHOMES (AKA)      | 2702-3048 KANSAS DRIVE | BELLEVUE  | Townhome          | 200         | 200          | 16    | 390          | 1.95          | 216                   | 212            | 45%                      | 174             | 0.87                    | 46%                      | 178             | 0.89            |
| VILLAGE AT PAPILLION           | 1603 BARRINGTON PKWY   | PAPILLION | Two Story Walk-up | 49          | 49           | 6     | 105          | 2.14          | 58                    | 64             | 45%                      | 47              | 0.96                    | 39%                      | 41              | 0.84            |
| SHILLING SQUARE APTS           | 2824 SCHILLING PLZ     | BELLEVUE  | Townhomes         | 124         | 34           | 4     | 288          | 2.32          | 157                   | 150            | 45%                      | 131             | 1.06                    | 48%                      | 138             | 1.11            |
| SOUTHFIELD APTS I&II           | 7105 S 83RD ST         | LA VISTA  | 3 Story walk-up   | 84          | 84           | 2     | 177          | 2.11          | 76                    | 82             | 57%                      | 101             | 1.20                    | 54%                      | 95              | 1.13            |
| GRANDVIEW APTS                 | 1427 GRANDVIEW AVE     | PAPILLION | 3 Story walk-up   | 48          | 48           | 2     | 89           | 1.85          | 29                    | 30             | 67%                      | 60              | 1.25                    | 66%                      | 59              | 1.23            |
| BRENT VILLAGE APTS             | 1506 LEE DR            | BELLEVUE  | Two Story Walk-up | 180         | 155          | 8     | 325          | 1.81          | 81                    | 77             | 75%                      | 244             | 1.36                    | 76%                      | 248             | 1.38            |
| PHEASANT RIDGE (Bellevue Hill) | 11912 AMERADO BLVD     | BELLEVUE  | 3 Story walk-up   | 264         | 224          | 16    | 506          | 1.92          | 134                   | 172            | 74%                      | 372             | 1.41                    | 66%                      | 334             | 1.27            |
| PHEASANT RUN APTS              | 1531 GRANDVIEW AVE     | PAPILLION | Two Story Walk-up | 20          | 20           | 4     | 34           | 1.70          | 5                     | 12             | 65%                      | 29              | 1.45                    | 65%                      | 22              | 1.10            |
|                                |                        |           |                   | 1531        | 1195         | 85    | 2630         | 1.78          | 1083                  | 1167           | Average Stall used/unit  | 0.99            | Average Stall used/unit | 0.94                     |                 |                 |

Appendix 1



## Appendix 2

### Ometro Route 95 & Comprehensive System





## Appendix 3

### 2021 Bellevue, Nebraska Comprehensive Plan

## CITY OF BELLEVUE VISION STATEMENT AND GOALS

### VISION STATEMENT

We want Bellevue to be a community that devotes serious and sustained effort to the enhancement of the city's economic, cultural, historic and natural resources through balanced and responsible urban planning and development practices. We want Bellevue to be a community that contains a variety of housing, employment opportunities, and organizations. We want Bellevue to be a community that has opportunities for everyone to grow and develop in a clean and safe environment.

### LAND USE GOALS

Preserve and protect the Air Installation Compatible Use Zone (AICUZ)

Mix land uses at the finest grain the market will permit and include civic / public uses in the mix.

Plan for higher density near commercial centers, transit stops, parks, schools, and civic centers.

### PLANNING POLICY GOALS

Define design and site-orientation criteria for commercial / shopping / business centers to encourage all-purpose activity, e.g. walking, parking, community events, etc.

### PARK & RECREATION GOALS

Encourage parks and open space within walking distance (i.e. ¼ mile) from the center of every neighborhood.

### NATURAL RESOURCES GOALS

Identify and preserve riparian corridors to decrease the likelihood of destructive flooding and provide natural, open space areas in the community.

### HOUSING GOALS

Contribute to the metropolitan areas job-housing balance.

Create more choices for all types of housing (single family, multi family, apartments, new construction, rehabilitation) to better serve the increasingly diverse residents of Bellevue

### ECONOMIC DEVELOPMENT GOALS

Concentrate commercial centers (employment) in compact centers or districts.

Make shopping centers and business parks into all-purpose activity centers.

### TRANSPORTATION GOALS

Keep vehicle miles traveled (VMT) below the metropolitan area average.

Identify and preserve future transportation corridors for the connection of old and new development.

Ensure good north-south and east-west through streets.

### NEIGHBORHOOD GOALS

New subdivisions (SIDs) should be designed as interconnected neighborhoods with well-defined centers and edges.

Require street, trail, and pedestrian connections between old and new neighborhoods and between residential and commercial developments, which include convenience shopping opportunities.

### COMMUNITY CHARACTER GOALS

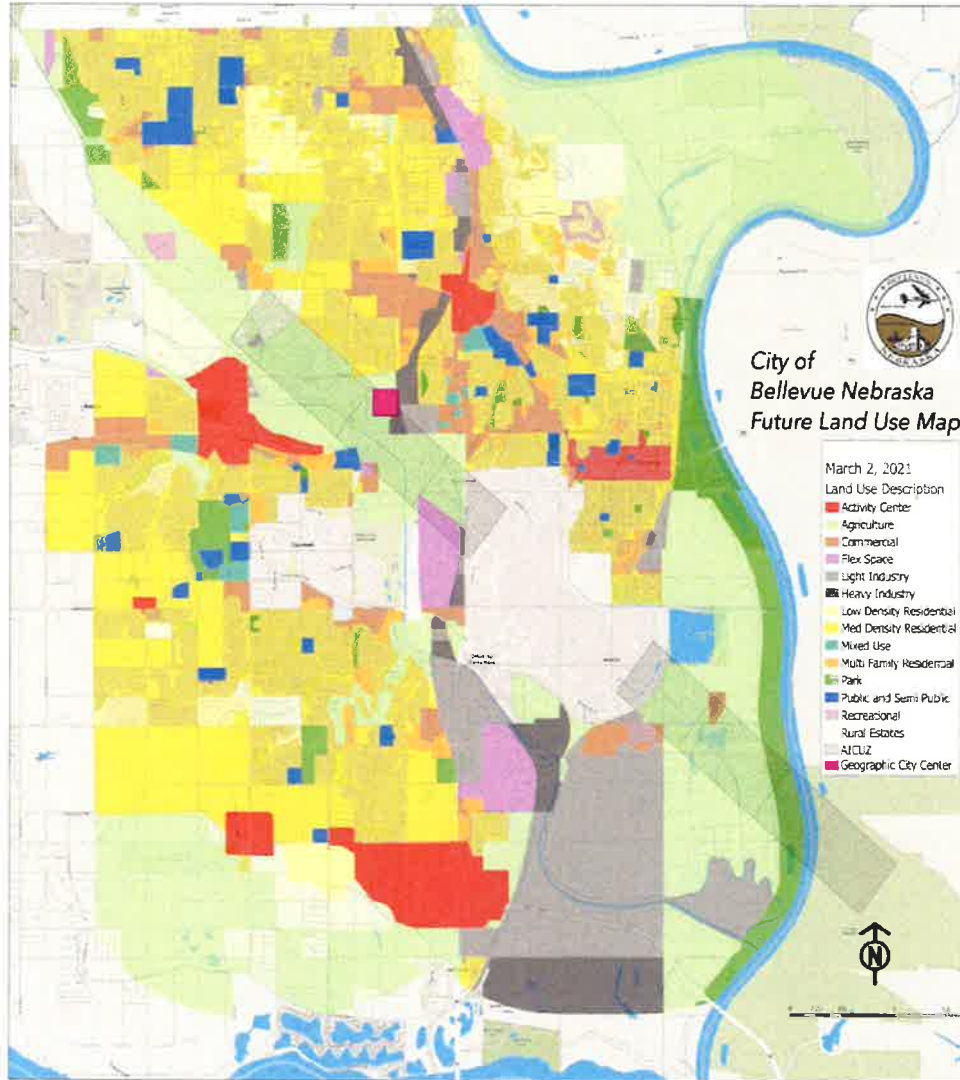
Establish design guidelines, for new construction, in areas of civic importance that incorporate: distinctive lighting, landscaping / street trees, and unique architectural character.

### PUBLIC FACILITIES GOALS

Identify and preserve school sites and encourage the donation of them if necessary to attract or guide new school development.

Appendix 4

Map 3-2: Future Land Use



## Appendix 5

### Omaha, Nebraska

- Two-family residences (duplexes): 1.5 spaces per dwelling unit
- Townhouses: 2.0 spaces per dwelling unit
- Efficiency units: 1 space per dwelling unit
- One-bedroom units: 1.5 spaces per unit
- Two-bedroom (and above): 2.0 spaces per unit
  
- Advocacy groups recommend lowering multi-family parking requirements compared to single-family, reflecting lower per-unit vehicle demand.

### Lincoln, Nebraska

- Two-family dwellings: 1 parking space per dwelling unit
- Multi-family/apartment buildings: 1 parking space per 2 dwelling units (i.e., 0.5 spaces per unit)
  
- Note: Lincoln has recently explored parking reform, such as allowing adjustments to parking requirements on a site-by-site basis and flexibility in Planned Unit Developments.

### Council Bluffs, Iowa

- Multi-family residential & townhomes:
  - Minimum: 1 parking stall per dwelling unit
  - Maximum: Up to 25% above the minimum (i.e., up to 1.25 stalls per unit)
  
- A specific case example required 1 stall for one-bedroom units and 1.5 for two-bedroom units, consistent with the general standard.
- Bicycle parking requirement: 1 bike space per 4 dwelling units.

#### 1. Reduced Parking for Affordable Units in Policy Frameworks

- **Arlington County, VA / D.C. Metro Area:**  
Implemented sliding-scale rules depending on proximity to transit. Market-rate units require 0.2–0.6 spaces/unit; affordable units get a reduction such as:
  - 60% AMI units: ~70% of the market-rate minimum (e.g., 0.42 if base is 0.6)
  - 50% AMI units: ~50% of market-rate → ~0.30
  - 40% AMI units: 0 spaces required

#### 2. Removing or Reducing Parking Mandates

- **Nationwide Coverage:**
  - Cities like Buffalo (NY), Minneapolis, San Francisco, Seattle, Austin, Portland, and many others have eliminated or capped parking minimums for new residential development, particularly affordable housing or transit-proximate zones.



- **California:**
  - AB 2097 (2022): Bans parking minimums within 0.5 miles of major transit for most housing projects.
  - Earlier, AB 744 (2015) allowed reductions to as low as 0.5 spaces per bedroom for affordable developments near transit.
  
- **Denver (as of August 2025):**
  - Recently eliminated mandatory parking requirements to foster affordable housing supply and walkability.

## Parking Utilization: August 2025

### Bellevue Hills



8.14.25 7:45PM 1



8.14.25 7:45PM 2



8.14.25 7:45PM 3



8.14.25 7:45PM 4



8.14.25 7:45PM 5



8.14.25 7:45PM 6

### **Brent Village**



8.14.25 8:42PM 1



8.14.25 8:42PM 2



8.14.25 8:42PM 3



8.14.25 8:42PM 4

### **Chandler Point**



8.14.25 9:01PM 1



8.14.25 9:02PM 1



8.14.25 9:05PM 1

### **Cimmarron Terrace**



8.14.25 7:01PM 1



8.14.25 7:02PM 1



8.14.25 7:10PM 1

### **Crestview Village**



8.14.25 6:23PM 1



8.14.25 6:30PM 1



8.14.25 6:24PM 1



8.14.25 6:28PM 1

### **Grandview**



### **Normandy Hills**



8.14.25 8:22PM 1



8.14.25 8:24PM 1

### **Shilling Plaza**



8.14.25 8:02PM 1



8.14.25 8:11PM 1



### **South Hills**



*8.14.25 8:34PM 1*

### **Southfield**



*8.14.25 6:47PM 1*

### **Village at Papillion**



*8.14.25 7:22PM 1*

10-21-25  
Approaching Wall from the north on Wilshire



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14a.  
11/4/2025

|   |   |  |  |
|---|---|--|--|
| COUNCIL MEETING DATE: 10/04/25          |   | SUBMITTED BY: Michael Christensen                  |  |
| 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:

Condemnation of 11320 S 47th St. Bellevue, Ne 68137 - LEGAL: LOT 116 ASHFORD HOLLOW

SYNOPSIS/BACKGROUND:

The dwelling located at 11320 S 47th St Bellevue NE. suffered severe damage from a fire on October 31, 2024 resulting in the dwelling becoming unfit for human habitation and is placarded as such.. Two repair notifications have been sent to the owner that were both received, and owner has stated that they are in a dispute with the insurance company. The dwelling in its current condition is declared to be a public nuisance.

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 dwelling in its current condition should be condemned as a public nuisance, ordered torn down, the debris removed and the premises placed in a safe condition.

ATTACHMENTS:

|                       |          |          |
|-----------------------|----------|----------|
| 1. photo              | 2. photo | 3. photo |
| 4. Resolution 2025-26 | 5.       | 6.       |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*Janice Bratton*

*[Signature]*

*[Signature]*



We Influence The World!

City of Bellevue  
Permits and Inspections  
1510 Wall St. ▪ Bellevue, Nebraska  
68005 ▪

October 14, 2025

**From :**  Mike Christensen (CBO)  
Permits and inspections  
City of Bellevue, Nebraska

**To:** Susan Kluthe  
City Clerk

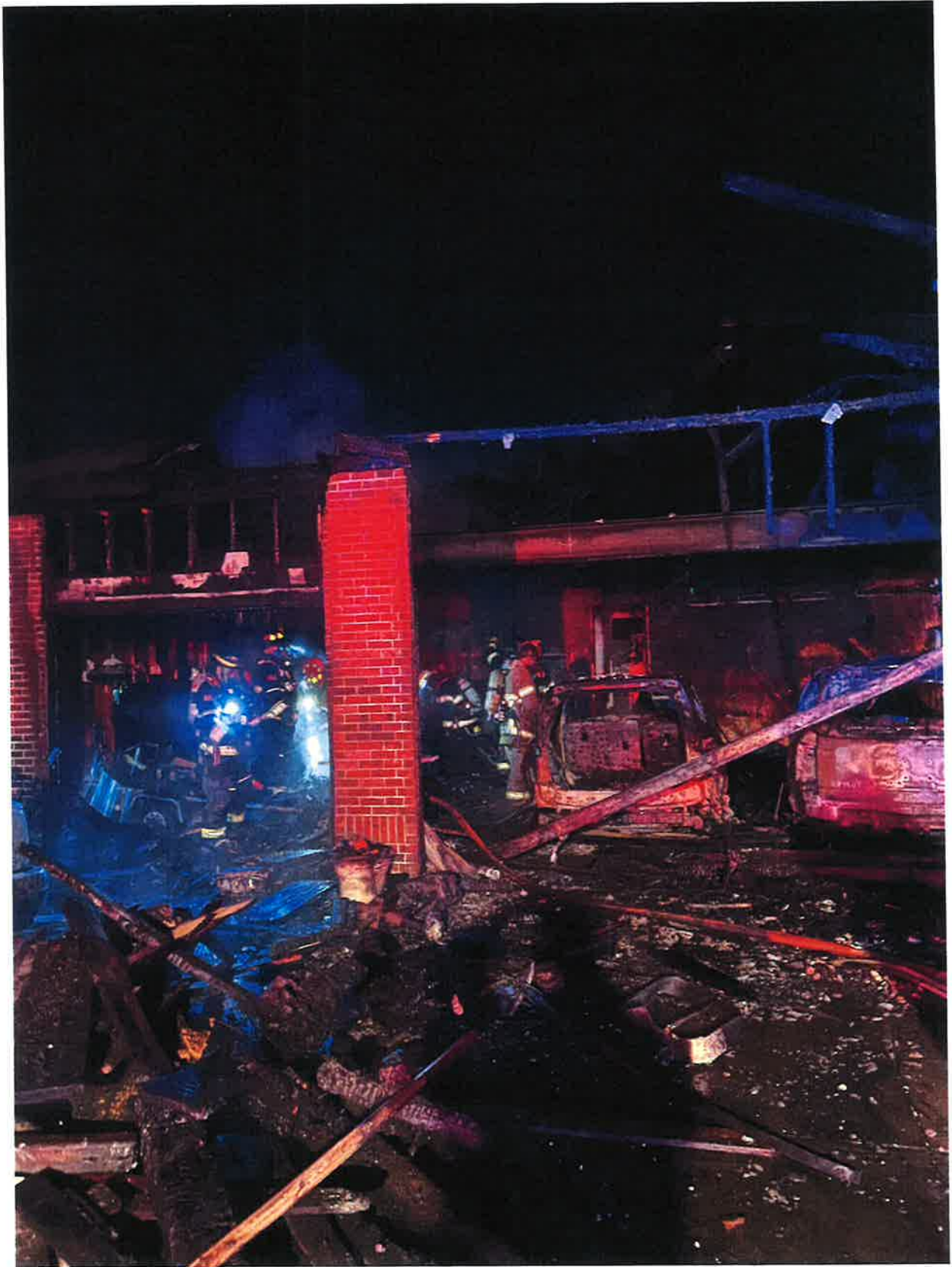
**Subject:** 11320 S 47<sup>th</sup> St. Bellevue, NE 68133. LEGAL: LOT 116 ASHFORD HOLLOW

Dear Ms. Kluthe,

In accordance with the provisions outlined in the Bellevue city Code, Section 8-47, I am notifying you that the dwelling located at 11320 s 47<sup>TH</sup> St. Bellevue, NE 68133 has been deemed a public nuisance in accordance with said section. The property owner as noted in the Sarpy County Assessors records is listed as Jeffery & Nancy Kunkle Bellevue, NE 68005. The dwelling suffered damage from a fire on October 31<sup>st</sup>, 2024, causing sever water and fire damage on both floors resulting in the dwelling being placarded as unfit for human occupancy.

The initial notification outlining the deficiencies was sent certified mail on June 10<sup>th</sup>, 2025, and signed for June 16th, 2025. A second notice was sent on September 3, 2025. The owner contacted the Permits Department on both occasions after receiving the notifications and said they want to demolish the dwelling before rebuilding but are in a dispute with the insurance company.

There has been no attempt to obtain permits for demolition or to bring the damaged dwelling back into a habitable condition. Therefore, I am sending this report to you with my opinion that the dwelling as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.







**NOTICE OF HEARING**

Jeffery & Nancy Kunkle

OWNER OF: Lot 116 Ashford Hollow

LOCATED AT 11320 S. 47<sup>th</sup> Street

**BELLEVUE, SARPY COUNTY, NEBRASKA,**

AND TO ALL OTHER PERSONS WITH ANY INTEREST IN THAT PROPERTY

In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council on

**Tuesday, November 4, 2025 at 6:00 p.m.**

in the City Council Chambers at Bellevue City Hall, 1500 Wall Street and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

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  
Bellevue City Clerk



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

October 28, 2025

Jeffery & Nancy Kunkle  
11320 S. 47<sup>th</sup> Street  
Bellevue, NE 68133

Re: Structure located at **11320 S. 47<sup>th</sup> Street Bellevue, NE 68137**  
LEGAL: Lot 116 Ashford Hollow


To Whom It Concerns:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of the structure on the property located at **11320 S. 47<sup>th</sup> Street Bellevue, NE 68137**. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate you are the owner of record of this property.

This public hearing will be held on Tuesday, November 4, 2025 at 6:00 p.m. in the City Council Chambers at City Hall, 1500 Wall Street in Bellevue, Nebraska.

If you have any questions concerning this matter, please feel free to contact the Chief Building Official, Mike Christensen, at 402-293-3015, or me at the number listed above.

Yours truly,

  
Susan Kluthe  
Bellevue City Clerk

CC: Mike Christensen

**RESOLUTION NO. 2025-26**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA**, that upon the facts presented, the structure(s) located in the rear of the property on

Lot 116 Ashford Hollow  
Bellevue, Sarpy County, Nebraska,

and located at 11320 S. 47th Street, Bellevue, Nebraska 68137, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by December 4, 2025 and if not done by December 4, 2025, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this 4<sup>th</sup> day of November, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED as to Form:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14b.  
11/4/2025

|   |   |  |  |
|---|---|--|--|
| COUNCIL MEETING DATE: 10/04/25          |   | SUBMITTED BY: Michael Christensen                  |  |
| 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:

Condemnation of 1416 Fairfax Rd. Bellevue, Ne 68005 - LEGAL: LOT 153 BIRCHCREST

SYNOPSIS/BACKGROUND:

The dwelling located at 1416 Fairfax Rd. Bellevue NE. suffered severe damage from a fire on December 30, 2024 resulting in the dwelling becoming unfit for human habitation and is placarded as such. The initial notification for repairs outlining the deficiencies was returned as unclaimed, the notice was then posted on the dwelling on July 8, 2025 and a second notice posted on September 3, 2025. There has been no attempt by the owner to contact the Permits Department since. The dwelling in its current condition is declared to be a public nuisance.

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 dwelling in its current condition should be condemned as a public nuisance, ordered torn down, the debris removed and the premises placed in a safe condition.

ATTACHMENTS:

|          |                       |          |
|----------|-----------------------|----------|
| 1. photo | 2. photo              | 3. photo |
| 4. photo | 5. RESOLUTION 2025-27 | 6.       |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: *Aimee Bataillon*

FINANCE APPROVAL AS TO FORM: *[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM: *[Signature]*



We Influence The World!

City of Bellevue  
Permits and Inspections  
1510 Wall St. • Bellevue, Nebraska  
68005 •

October 14, 2025

**From :** <sup>ne</sup> Mike Christensen (CBO)  
Permits and inspections  
City of Bellevue, Nebraska

**To:** Susan Kluthe  
City Clerk

**Subject:** 1416 Fairfax Rd. Bellevue, NE 68005. LEGAL: LOT 153 BIRCHCREST

Dear Ms. Kluthe,

In accordance with the provisions outlined in the Bellevue city Code, Section 8-47, I am notifying you that the dwelling located at 1416 Fairfax Rd. Bellevue, NE 68005 has been deemed a public nuisance in accordance with said section. The property owner as noted in the Sarpy County Assessors records is listed as Marvin & Alise Baker 1416 Fairfax Rd. Bellevue, NE 68005. The dwelling suffered damage from a fire on December 30, 2024, causing sever water and fire damage on both floors resulting in the dwelling being placarded as unfit for human occupancy.

The initial notification outlining the deficiencies was sent certified mail back in June of 2025 and was returned on July 8, 2025, as unclaimed. That notice was then attached to the front of the dwelling. A second notice was attached to the dwelling on September 3, 2025.

There has been no attempt to obtain permits to bring the dwelling back into a habitable condition. Therefore, I am sending this report to you with my opinion that the dwelling as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.

①



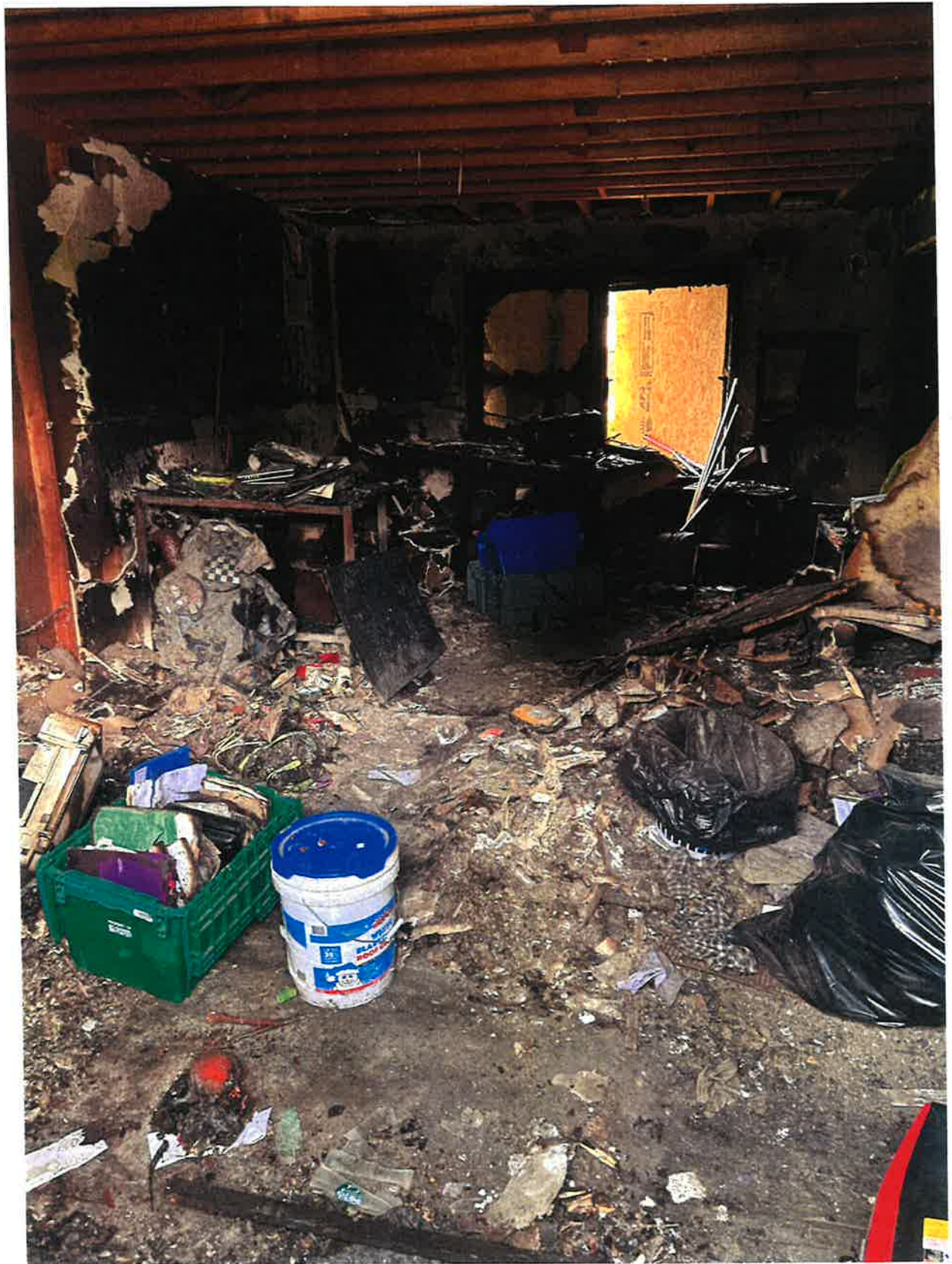
2



3



4



**NOTICE OF HEARING**

Marvin & Alise Baker

OWNER OF: Lot 153 Birchcrest

LOCATED AT 1416 Fairfax Road

**BELLEVUE, SARPY COUNTY, NEBRASKA,**

AND TO ALL OTHER PERSONS WITH ANY INTEREST IN THAT PROPERTY

In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council on

**Tuesday, November 4, 2025 at 6:00 p.m.**

in the City Council Chambers at Bellevue City Hall, 1500 Wall Street and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

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  
Bellevue City Clerk



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

October 28, 2025

Marvin & Alise Baker  
1416 Fairfax Road  
Bellevue, NE 68005

Re: Structure located at **1416 Fairfax Road Bellevue, NE 68005**  
LEGAL: Lot 153 Birchcrest

To Whom It Concerns:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of the structure on the property located at **1416 Fairfax Road Bellevue, NE 68005**. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate you are the owner of record of this property.

This public hearing will be held on Tuesday, November 4, 2025 at 6:00 p.m. in the City Council Chambers at City Hall, 1500 Wall Street in Bellevue, Nebraska.

If you have any questions concerning this matter, please feel free to contact the Chief Building Official, Mike Christensen, at 402-293-3015, or me at the number listed above.

Yours truly,

  
Susan Kluthe  
Bellevue City Clerk

CC: Mike Christensen

**RESOLUTION NO. 2025-27**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA**, that upon the facts presented, the structure(s) located in the rear of the property on

Lot 153 Birchcrest  
Bellevue, Sarpy County, Nebraska,

and located at 1416 Fairfax Road, Bellevue, Nebraska 68005, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by December 4, 2025 and if not done by December 4, 2025, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this 4<sup>th</sup> day of November, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED as to Form:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15a.  
11/4/2025

|  |   |   |  |
|--|---|---|--|
| COUNCIL MEETING DATE: 11-4-25                  |   | 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 checked="" type="checkbox"/> | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/>                |  |

SUBJECT:

Year-End Certification of City Street Superintendent form is the basis for determining the city's calendar year 2025 Incentive funds, verifying Bobby Riggs as the City Street Superintendent

SYNOPSIS/BACKGROUND:

Each year municipalities are required to annually certify the City Street Superintendent and shall be signed by Mayor, and to include copy of Resolution authorizing the signing of the Year-End Certification of City Street Superintendent Form by the Mayor.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve Resolution No. 2025-24: A Resolution authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2025, verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2025 to December 31, 2025

ATTACHMENTS:

- |  |  |                         |
|--|--|-------------------------|
| 1. <input type="text" value="Resolution No. 2025-24"/> | 2. <input type="text" value="Annual Year-End Certification Form"/> | 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 Miller*  
\_\_\_\_\_  
*Robert Joseph Riggs*  
\_\_\_\_\_  
*Sam [unclear]*  
\_\_\_\_\_

**Do not recreate or revise this document.** Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2025.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2025.** **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

**RESOLUTION**  
**SIGNING OF THE**  
**YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT**  
**2025**

Resolution No. 2025-24

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

**Whereas:** The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

**Be it resolved** that the Mayor  Village Board Chairperson  of Bellevue  
(check one box) (Print Name of Municipality)  
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

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

City Council/Village Board Members

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

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

Attest:  
\_\_\_\_\_  
(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2025. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2025. RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (the forms and meeting minutes) in a separate file for future reference.

### Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2025

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: January 1, 2025 to December 31, 2025

\*(1)(a) The municipality of Bellevue certifies that: Robert Joseph Riggs was the appointed City Street Superintendent during the above period. IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.

(b) the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality       Contract (consultant) with this Municipality       Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(c) and the above listed individual assisted in the following: Reference Neb. Rev. Stat. §39-2512

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as (Check all boxes that apply) city engineer  village engineer  public works director  city manager  city administrator  street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- 1359 and Class of License A, and/or

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- \_\_\_\_\_

(2) \_\_\_\_\_  
Signature of Mayor  Village Board Chairperson   
(Check one box)

\*(3) If during the calendar year your municipality (a) did not have an appointed City Street Superintendent for any portion(s) of the year; or (b) had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. Copy this form as needed to account for these separate periods.

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.

(5) Failure to return by December 31, 2025, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2025 to:

Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Department of Transportation  
PO Box 94759  
Lincoln NE 68509-4759

## SUPERINTENDENT(S) APPOINTMENT DOCUMENTATION

**Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2025 to the back of this Page:** **For most municipalities this information may be found in the November or December 2024 or the January 2025 meetings minutes.** Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds).

Call (402) 479-4436 or email [NDOT.BLSHelp@Nebraska.gov](mailto:NDOT.BLSHelp@Nebraska.gov) if you have any questions about what to attach for documentation.

**RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

# MINUTE RECORD

Bellevue City Council Meeting, December 3, 2024, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the December 3, 2024 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. 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, posted and put on city website, the designated method for giving notice and was also given to the Mayor and all members of the City Council. Available in the Office of the City Clerk confirmation of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice. All proceedings shown hereafter were taken while the convened meeting was open to the public.

## PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led the Pledge of Allegiance. Chaplain John Heatley, Life Spring Church, 13904 South 36th Street gave 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 CONSENT AGENDA:

**Motion** was made by Casey, seconded by Burns, to approve the consent agenda consisting of the following items: Acknowledge receipt of November 13, 2024 Board of Health Minutes; Approval of the November 19, 2024 City Council Minutes; Acknowledge receipt of November 20, 2024 Bellevue Board of Adjustment Minutes; Acknowledge receipt of November 21, 2024 Planning Commission Minutes; and Acceptance of Election Certificates. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## Notice of Resignation - Kathy Welch (Ward 4)

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

Mayor Hike recognized and thanked Council President Paul Cook for his twelve years on the City Council. Six of the twelve years Councilman Cooke served as President.

Council Members Welch, Burns, Preister, McCaw, and Casey thanked Council President Cook for his years of service, commitment, leadership, and dedication to the city.

Council President Cook thanked the residents of Bellevue, Council Members, City Staff, and City Administration.

Mayor Hike presented Council President Cook with a Certificate of Appreciation and a clock.

## Adjourn sine die

There being no further business to come before the Council at this time, on motion by Casey, seconded by Burns, at 6:18 p.m. the meeting adjourned sine die.

Mayor Hike stated the Council will take a short break. Following the Honorable Judge Palm administering the Oath of Office to newly elected or re-elected Council Members, the new City Council will be called to order to finish the agenda.

## Administration of Oath Office

The Honorable Judge S. Colin Palm, District Court Judge of the Second Judicial District, administered the Oath of Office to elected Ward One Councilman Thomas Burns, Ward Three Councilwoman Kathy Welch, and Ward Five Councilman Donald Preister. A short break was held to get reorganized.

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 3<sup>rd</sup> of December 2024, at 6:45 p.m. Present were Council Members Rich Casey, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

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

# MINUTE RECORD

Bellevue City Council Meeting, December 3, 2024, Page 2

none. Motion carried.

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

Councilman Casey asked to have the Claims removed from the consent agenda.

**Motion** was made by Casey, seconded by Burns, to approve the consent agenda consisting of the following items: Appoint Robert Joseph Riggs, Class A, License S-1359, as the employed street superintendent for the purpose of the 2025 calendar year Highway Incentive Program, from January 1, 2025 through December 31, 2025.

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

## **APPROVAL OF CLAIMS:**

**Motion** was made by Casey, seconded by Preister, to remove Swain Construction from the Claims. Roll call vote to approve action was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

## **SPECIAL PRESENTATIONS: NONE**

## **ORGANIZATIONAL MATTERS:**

**Election of the City Council President for 2025.** (Motion is needed to vote by secret ballot)

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

## **APPROVED CITIZEN COMMUNICATION: NONE**

## **LIQUOR LICENSES:**

**Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of an addition to the current Class "C" Liquor License for John James with Tightcuts Barber & Beauty LLC., dba "Tightcuts Barber & Beauty" at 1308 Fort Crook Road South.** (City Clerk)

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

Mr. John James, 1308 Fort Crook Road South, explained the request is for an addition to his existing liquor license which he has had for three years. Discussion followed.

No one in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

**Motion** was made by Welch, seconded by Burns, to recommend approval to the Nebraska Liquor Control Commission (NLCC) the application of an addition to the Class "C" Liquor License for John James with Tightcuts Barber & Beauty LLC., dba "Tightcuts Barber & Beauty" at 1308 Fort Crook Road South. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Recommend to the Nebraska Liquor Control (NLCC) the approval of an addition to the current Class "D" Liquor License for Bryan with A Y Industries LLC dba "Liquor Cabinet" at 1003 Galvin Road South.** (City Clerk)

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

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) the application of an addition to the current Class "D" Liquor License for Bryan with A Y Industries LLC dba "Liquor Cabinet" at 1003 Galvin Road South. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, December 3, 2024, Page 3

**ORDINANCES FOR ADOPTION: (Third Reading): NONE**

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

**Ordinance No. 4169: Amending Chapter 19 of the City Code by adding a new Article IX, Sections 19-108 to 19-120 regarding Vacant Property Registration.** (Legal)

Ordinance No. 4169: An ordinance to amend Chapter 19, of the Bellevue Municipal Code by adding a new Article IX, Sections 19-108 to 19-120 to require the registration of vacant properties; provide registration fees; provide penalties for failing to register vacant properties; to repeal conflicting ordinances and sections and to provide an effective date was read for the second time and a public hearing was held.

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

No one in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on December 17, 2024.

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

**Ordinance No. 4170: Request to rezone Lots 1 and 2, Perez Addition Replat Two, being a replat of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, from RE-PS and RE to RE-PS and RE for the purpose of single-family residential development. Applicant: Jonathan Revis. General Location: 10711 Old 36th Street.** (Planning Director)

Ordinance No. 4170: 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 10711 Old 36<sup>th</sup> Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 17, 2024.

**Ordinance No. 4171: An ordinance to amend Chapter 19 of the Bellevue Municipal Code by Amending 19-23 and 19-42 regarding Request for Hearing for Nuisance Violations.** (Administration)

Ordinance No. 4171: An ordinance to amend Chapter 19, of the Bellevue Municipal Code by amending Sections 19-23 and 19-42 regarding request for hearing for nuisance violations and to provide an effective date was read by title only for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 17, 2024.

**Ordinance No. 4172: An ordinance to amend Chapter 29.5 of Bellevue Municipal Code by Amending Section 29.5-9, 29.5-10, and 29.5-28 regarding Request for Hearing for Nuisance Violations.** (Administration)

Ordinance No. 4172: An ordinance to amend Chapter 29.5, of the Bellevue Municipal Code by amending Sections 29.5-9, 29.5-10, and 29.5-28 regarding request for hearing for nuisance violations and to provide an effective date was read by title only for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 17, 2024.

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

**Approve the Event Application for Bellevue Community Foundation for Annual Christmas in Olde Towne on Saturday, December 14, 2024 from 4:00 p.m. - 8:00 p.m. in Olde Town on Mission Avenue and Franklin Street by Washington Park, and to waive the \$50.00 application fee.** (City Clerk)

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

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 approve the Event Application for Bellevue Community Foundation for Annual Christmas in Olde Towne on Saturday, December 14, 2024 from 4:00 p.m. - 8:00 p.m. in Olde Town on Mission Avenue and Franklin Street by Washington Park, and to waive the \$50.00 application fee. Roll call vote to approve the motion was as follows: Casey, McCaw,

# MINUTE RECORD

Bellevue City Council Meeting, December 3, 2024, Page 4

Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Public Hearing to obtain citizen input on the CDBG 2023-2024 Consolidated Annual Performance Evaluation and Report (CAPER).** (Finance Director/CDBG Program Specialist)

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

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.

**RESOLUTIONS:**

**Resolution No. 2024-34: Authorizing the submission of the Consolidated Annual Performance and Evaluation Report for the 2024-34 Community Development Block Grant Program Year.** (Finance Director/CDBG Program Specialist)

**Motion** was made by Welch, seconded by Preister, to approve Resolution No. 2024-34: A resolution authorizing the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) for the 2023-2024 Community Development Block Grant Program Year. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**CURRENT BUSINESS:**

**Approve and authorize the Mayor to sign the HUD Form 7015.15 - Request for Release of Funds and Certifications and submit to HUD.** (Finance Director/CDBG Program Specialist)

**Motion** was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the HUD Form 7015.15 - Request for Release of Funds and Certifications and submit to HUD. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve final payment application in the amount of \$71,266.35. Approve Final Change Order in the amount of \$85,600.80. Approve the project as substantially complete and accept final project quantities. Closing of 2024 Concrete Project with Swain Construction.** (Public Works Director)

**Motion** was made by McCaw, seconded by Casey, to approve final payment application in the amount of \$71,266.35. Approve Final Change Order in the amount of \$85,600.80. Approve the project as substantially complete and accept final project quantities. Closing of 2024 Concrete Project with Swain Construction. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve final payment application in the amount of \$10,453.70. Approve the project as substantially complete and accept final project quantities. Closing of 2024 Restrooms at Stonecroft Park with Midwest DCM.** (Public Works Director)

**Motion** was made by Burns, seconded by Welch, to approve final payment application in the amount of \$10,453.70 and approve the project as substantially complete and accept final project quantities. Closing of 2024 Restrooms at Stonecroft Park with Midwest DCM. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve final payment application in the amount of \$1,378.86. Approve the project as substantially complete and accept final project quantities. Closing of 2024 Restrooms at Washington Park with Midwest DCM.** (Public Works Director)

**Motion** was made by Preister, seconded by McCaw, to approve final payment application in the amount of \$1,378.86 and approve the project as substantially complete and accept final project quantities. Closing of 2024 Restrooms at Washington Park with Midwest DCM. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Agreement with HDR Engineering Inc., for Professional Services for Twin Creek Siphon Stabilization, in an amount not to exceed \$46,450.00.** (Public Works Director)

**Motion** was made by Preister, seconded by Welch, to approve and authorize the Mayor to sign the Agreement with HDR Engineering, Inc. for Professional Services for Twin Creek Siphon Stabilization, in an amount not to exceed \$46,450.00. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the agreement between the City of Bellevue and Pride Home Maintenance Services Inc., not exceed \$60,000.00 for the Haworth Park Ballfields Renovations.** (Public Works Director)

# MINUTE RECORD

Bellevue City Council Meeting, December 3, 2024, Page 5

**Motion** was made by McCaw, seconded by Burns, to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Pride Home Maintenance Services, Inc., in an amount not to exceed \$60,000.00 for the Haworth Park Ballfields Renovations. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve the Purchase of a Miller PKG XMT 350 CC/CV MIGRU Welder and accessories from Matheson Welding Supply not to exceed the amount of \$12,204.27.** (Public Works Director)

**Motion** was made by Casey, seconded by Preister, to approve the Purchase of a Miller PKG XMT 350 CC/CV MIGRU Welder and accessories from Matheson Welding Supply not to exceed the amount of \$12,204.27. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Second Extension to the Real Estate Broker Services Agreement with CBRE Inc.** (City Administrator)

**Motion** was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the Second Extension to the Real Estate Broker Services Agreement with CBRE Inc. Roll call vote to approve the motion was as follows: Casey, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**ADMINISTRATION REPORTS: Comments must be limited to items on the current reports (Monthly Report is given at the first Council Meeting of each month - reports will be attached January 21, 2025 to the Council Packet.)**

**CLOSED SESSION: NONE**

**ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Welch, seconded by Burns, the meeting was adjourned at 7:13 p.m. Roll call vote on motion to adjourn was as follows: Casey, McCaw, Preister, Burns, and Welch 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 Mayor and Council on December 3, 2024; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

  
Susan Kluthe, City Clerk



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

November 4, 2025

Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Dept. of Transportation  
P. O. Box 94759  
Lincoln, NE 68509-4759

RE: Year-End Certification of City Street Superintendent 2025

To Whom It Concerns:

Enclosed is Resolution No. 2022-24 authorizing the signing of the Year-End Certification of City Street Superintendent 2025; the Year-End Certification Form; and the final copy of the minutes from December 3, 2024 appointing Robert Joseph Riggs as the Street Superintendent for the 2025 calendar year. I have highlighted in the minutes where action was taken.

If you have any questions or need additional information, please feel free to contact me.

Thank you!

Best regards,

Susan Kluthe  
City Clerk  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
402.293.3007  
[susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net)

# NEBRASKA

Good Life. Great Journey.

## DEPARTMENT OF TRANSPORTATION

October 16, 2025

**Notice to file the Year-End Certification of City Street Superintendent, Signing Resolution, and Documentation of the Appointment(s) of City Street Superintendent(s) for Calendar Year 2025 with the Nebraska Department of Transportation (NDOT) by December 31, 2025.**

**Please make this an agenda item for your next City Council / Village Board meeting and return to the NDOT by December 31, 2025.** **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

The attached **YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT** and **SIGNING RESOLUTION**, together with a copy of the **DOCUMENTATION OF THE CITY STREET SUPERINTENDENT(S) APPOINTMENT(S) for CALENDAR YEAR 2025**, is the basis for determining the calendar year 2025 Incentive Payment. **Please complete and return the following to the NDOT by December 31, 2025:**

- **Signing Resolution** (*Page 1*): The original Signing Resolution, authorizing the signing of the Year-End Certification(s) by the Mayor or the Village Board Chairperson.
- **Year-End Certification of City Street Superintendent** (*Page 2*): If more than one individual provided street superintending services during Calendar Year 2025, or if the municipality did not have an appointed street superintendent, document each successive appointed city street superintendent and/or period without an appointed city street superintendent using a separate Year-End Certification form. **Copy the form as needed.**
- **Documentation of the City Street Superintendent(s) Appointment(s)** (*Page 3*): Attach to page 3 a copy of the City Council or Village Board meeting minutes showing the appointment(s) of the City Street Superintendent(s) **for Calendar Year 2025** by their name as it appears on their License (*if applicable*), their License Number (*if applicable*), and Class of License (*if applicable*), and the type of appointment, i.e., employed, contract (consultant or interlocal agreement with another county and/or incorporated municipality), and the **beginning date of the appointment.** **For most municipalities this information may be found in the November or December 2025 or the January 2025 meetings minutes.**

**Failure to complete and return:** If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2025 and the municipality does not complete and return the above documentation to the NDOT **by December 31, 2025, the municipality will not receive an Incentive Payment for Calendar Year 2025.**

**Payment:** If your municipality qualifies, payment will be scheduled for February 2026. Reference Neb. Rev. Stat. §39-2515. **Additional information** on Incentive Payments is available on the NDOT Boards - Liaison Service Website: <https://dot.nebraska.gov/business-center/lpa/boards-liaison/>

Please let me know if you have any questions. Email: [ndot.blshelp@Nebraska.gov](mailto:ndot.blshelp@Nebraska.gov)  
Phone: (402) 479-4436

Sincerely,



LeMoyne D. Schulz  
Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Department of Transportation

LDS/2025

Attachments (3)

Vicki Kramer, Director

Department of Transportation

|                        |                       |
|------------------------|-----------------------|
| MAILING ADDRESS        | PHYSICAL ADDRESS      |
| PO Box 94759           | 1500 Nebraska Parkway |
| Lincoln, NE 68509-4759 | Lincoln, NE 68502     |

[dot.nebraska.gov](http://dot.nebraska.gov)

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

**15b.**  
**11/4/2025**

|  |   |  |  |
|--|---|--|--|
| COUNCIL MEETING DATE: <b>November 4, 2025</b>  |   | SUBMITTED BY: <b>Tammi Palm, Planning Director</b> |  |
| AGENDA ITEM:                                   | CONSENT AGENDA <input type="checkbox"/>   | SPECIAL PRESENTATION <input type="checkbox"/>      |  |
| LIQUOR LICENSE <input type="checkbox"/>        | ORDINANCE <input type="checkbox"/>        | PUBLIC HEARING <input type="checkbox"/>            |  |
| RESOLUTION <input checked="" type="checkbox"/> | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/>                     |  |

**SUBJECT:**

Request the Sarpy County Board of Commissioners to cede jurisdiction of Tax Lots 10B and 12C to the City of Bellevue. Applicant: City of Bellevue.

**SYNOPSIS/BACKGROUND:**

This resolution asks the Sarpy County Board of Commissioners to cede jurisdiction of Tax Lots 10B and 12C to the City of Bellevue. Once approved, this request will be sent to the Sarpy County Board of Commissioners so the city may finalize this extension of our extra-territorial jurisdiction boundary.

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 is recommending approval of this resolution

**ATTACHMENTS:**

|  |                         |                         |
|--|-------------------------|-------------------------|
| 1. <input type="text" value="Res. No. 2025-25"/> | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text"/>                          | 5. <input type="text"/> | 6. <input type="text"/> |

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*Tammi Palm*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

**RESOLUTION NO. 2025 – 25**

BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska:

**WHEREAS**, the extra-territorial zoning jurisdiction of Tax Lots 10B and 12C located in the Northwest ¼ of Section 27, Township 13 North, Range 13 East of the 6<sup>th</sup> P.M., Sarpy County Nebraska is split between the City of Bellevue and Sarpy County (as shown on attached Exhibit “A”); and

**WHEREAS**, the owner of said Tax Lots 10B and 12C has requested that the City of Bellevue assume zoning jurisdiction over the entire lot;

**NOW THEREFORE**, be it resolved by the Mayor and City Council of the City of Bellevue, Nebraska, that the City of Bellevue is requesting the Sarpy County Board of Commissioners cede zoning jurisdiction of that part of said Tax Lots 10B and 12C within its zoning jurisdiction to the City of Bellevue.

**PASSED AND APPROVED** this 4<sup>th</sup> day of November 2025.






\_\_\_\_\_  
Rusty Hike, Mayor

ATTEST:

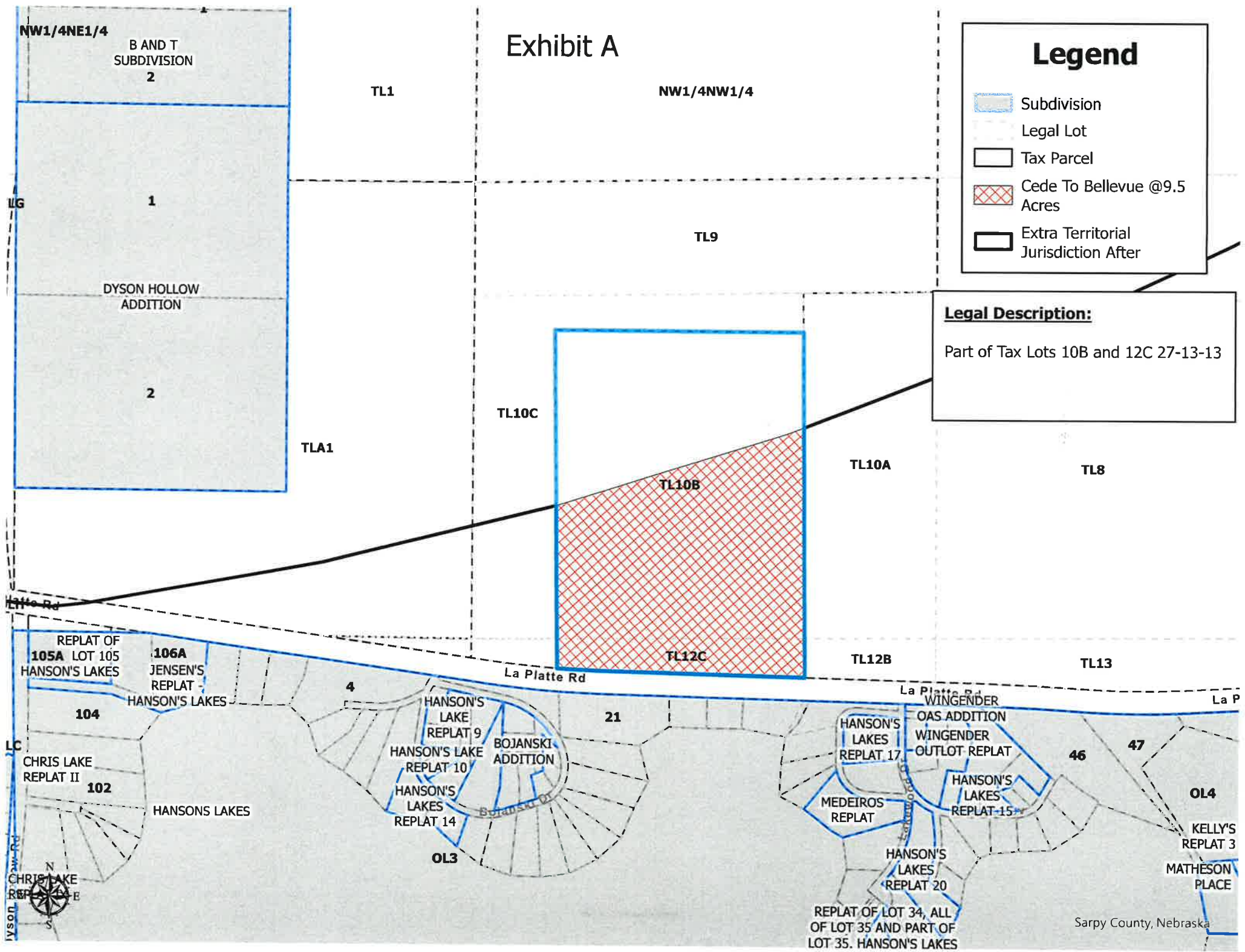
\_\_\_\_\_  
Susan Kluthe, City Clerk

# Exhibit A

## 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



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\*16a.  
8/19/2025

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

SUBJECT:

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

SYNOPSIS/BACKGROUND:

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

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: N/A

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

PROJECT NAME: N/A

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

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

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

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

RECOMMENDATION:

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

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Simone Borst*  
*[Signature]*  
*[Signature]*

## 2025 Hunter Waivers

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16b.  
11/4/2025

|   |  |                      |                          |
|---|--|----------------------|--------------------------|
| COUNCIL MEETING DATE: 11/04/25          |  | SUBMITTED BY: Police |                          |
| AGENDA ITEM:                            | CONSENT AGENDA <input type="checkbox"/>              | SPECIAL PRESENTATION | <input type="checkbox"/> |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/>                   | PUBLIC HEARING       | <input type="checkbox"/> |
| RESOLUTION <input type="checkbox"/>     | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER                | <input type="checkbox"/> |

SUBJECT:

Approve the purchase of In-Car and body camera systems for police cruisers from Motorola Solutions for the quoted amount of \$76,403.29.

SYNOPSIS/BACKGROUND:

With the purchase of the new police cruisers they will need to be outfitted with In-Car video recording systems. Upgrade body camera systems in the older cruisers. Half of the body cameras we are currently using are non-supported and outdated. With the purchase of 40 more body cameras we will be able to get rid of all of the outdated models and officers will be able to use cameras that are currently supported.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

|   |  |   |
|---|--|---|
| IS THIS A CONTRACT?: <input type="text" value="No"/>            | COUNTER-PARTY: <input type="text"/>              | INTERLOCAL AGREEMENT: <input type="text" value="No"/> |
| CONTRACT DESCRIPTION: <input type="text"/>                      |  |   |
| CONTRACT EFFECTIVE DATE: <input type="text"/>                   | CONTRACT TERM: <input type="text"/>              | CONTRACT END DATE: <input type="text"/>               |
| PROJECT NAME: <input type="text"/>                              |  |   |
| START DATE: <input type="text"/>                                | END DATE: <input type="text"/>                   | PAYMENT DATE: <input type="text"/>                    |
| INSURANCE REQUIRED: <input type="text"/>                        |  |   |
| CIP PROJECT NAME: <input type="text"/>                          | CIP PROJECT NUMBER: <input type="text"/>         |   |
| STREET DISTRICT NAME (S): <input type="text"/>                  | STREET DISTRICT NUMBER (S): <input type="text"/> |   |
| ACCOUNTING DISTRIBUTION CODE: <input type="text" value="6362"/> | ACCOUNT NUMBER: <input type="text"/>             |   |

RECOMMENDATION:

Approve the purchase of Cruiser and body cameras from Motorola Solutions for use in the new cruisers and retrofitting older cruisers with the new body cameras at a quoted cost of \$76,403.29.

ATTACHMENTS:

- |  |                         |                         |
|--|-------------------------|-------------------------|
| 1. <input type="text" value="Motorola Solutions 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: \_\_\_\_\_

*Aimee Bortillon*

*[Signature]*

**Billing Address:**  
 BELLEVUE POLICE DEPT, CITY  
 OF  
 1500 WALL ST  
 BELLEVUE, NE 68005  
 US

**Shipping Address:**  
 BELLEVUE POLICE DEPT, CITY  
 OF  
 206 INDUSTRIAL DR  
 BELLEVUE, NE 68005  
 US

**Quote Date:**10/03/2025  
**Expiration Date:**12/02/2025  
**Quote Created By:**  
 Joshua Medeiros  
 Regional Sales Manager - Video, IA/NE  
 Josh.Medeiros@  
 motorolasolutions.com  
 402.269.6932

**End Customer:**  
 BELLEVUE POLICE DEPT, CITY OF

**Contract:** 39497 - M500 PROMO  
**AGREEMENT:** WG AGREEMENT  
**Payment Terms:**30 NET

| Line # | Item Number       | Description   | Qty | Term    | Ext. Sale Price |
|--------|-------------------|---|-----|---------|-----------------|
|        | M500              |   |     |         |                 |
| 1      | WGB-0703A         | M500 ICV SYSTEM, V300 WIFI DOCK, SPS                      | 5   |         | \$23,587.8      |
| 2      | WGB-0189A         | MTIK CONF KIT,802.11AC,M500POE,5GHZANT                    | 5   |         | \$1,470.9       |
| 3      | WGP02225-650-KIT2 | BRACKET DISP/VISTA/CAMVR POST 2025+EXPL                   | 5   |         | Include         |
| 4      | LSV07S05295A      | 3Y ESSENTIAL WITH ADVANCED REPLACEMENT M500               | 5   | 3 YEARS | \$1,547.1       |
|        | V700              |   |     |         |                 |
| 5      | WGA00635-KIT2     | V300/V700, WIFI DOCK VHCL CHGR/ UPLD KIT FOR M500 W/O SPS | 30  |         | \$8,744.4       |
| 6      | WGA00668-KIT      | V700 LOCKING MOLLE MNT WITH BWC BOX                       | 40  |         | Include         |
| 7      | WGB-0138A         | TRANSFER STATION, 8 SLOTS, FOR V300/V700 BWC              | 3   |         | \$3,226.5       |
| 8      | WGA00640-KIT1     | V300/V700, DESKTOP USB DOCK CHGR/UPLD KIT                 | 5   |         | \$896.9         |
| 9      | WGB-0741A         | V700 BODY WORN CAMERA FIRSTNET READY                      | 40  |         | \$27,781.6      |
| 10     | LSV07S03512A      | ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT - V700    | 40  | 3 YEARS | \$9,148.0       |
| 11     | SWV07S03593A      | BODY WORN CAMERA SOFTWARE ENHANCEMENTS                    | 40  | 3 YEARS | Include         |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Grand Total

**\$76,403.29(USD)****Notes:**

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
11/4/2025

|   |  |   |  |
|---|--|---|--|
| COUNCIL MEETING DATE: November 4, 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:

Cemetery retaining wall replacement

SYNOPSIS/BACKGROUND:

Bellevue Cemetery retaining wall replaced at the main entrance 200 foot long 3 feet tall failing wall removed and hauled away. Retaining wall built with new diamond pro block with retaining wall caps and drain tile.

FISCAL IMPACT: \$22,750.00 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Best Cut Lawn Care, Inc INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Bellevue Cemetery retaining wall replacement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: Replace deteriorated entrance wall CIP PROJECT NUMBER: CIPCE26(4)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the agreement with Best Cut Lawn Care. Inc. for the retaining wall replaced at the cemetery for the amount not to exceed \$22,750.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Anna Borjillo*  
*[Signature]*  
*[Signature]*

# ESTIMATE

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

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

**Bill to**  
Jason Houghtaling  
City Bellevue Ne

**Ship to**  
Jason Houghtaling  
City Bellevue Ne

## Estimate details

Estimate no.: 1044

Estimate date: 04/27/2025

| #  | Date | Product or service | Description  | Qty | Rate         | Amount             |
|----|------|--------------------|--|-----|--------------|--------------------|
| 1. |      | Retaining Wall     | Bellevue Cemetery retaining wall replacement main entrance 200 foot long 3 feet tall failing wall remove and haul away | 200 | \$4.00       | \$800.00           |
| 2. |      | Retaining Wall     | Retaining wall new Diamond Pro block from watkins 200 ft long 3 ft tall  | 600 | \$35.50      | \$21,300.00        |
| 3. |      | Retaining Wall     | Retaining wall caps glue and drian tile  | 1   | \$650.00     | \$650.00           |
|    |      |                    |  |     | <b>Total</b> | <b>\$22,750.00</b> |

Accepted date

Accepted by

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16d.  
11/4/2025

|   |   |  |  |
|---|---|--|--|
| COUNCIL MEETING DATE: November 4, 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 type="checkbox"/> | OTHER <input type="checkbox"/>                 |  |

SUBJECT:

240124 CIP26 ST(06) 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. This group of Acquisitions are for the following TRACTS: 12, 20 & 23 in the amount of \$8,690.00. Complete documentation for each TRACT is available upon request.

FISCAL IMPACT:: YES  \$8,690.00 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: 240124 CIP26 ST(06) M146(271A) Whitted Creek 25th St Lynnwood to Blackhawk

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME: 240124 CIP26 ST(06) 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: ST (06)

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S): ST (06)

ACCOUNTING DISTRIBUTION CODE: 6243 ACCOUNT NUMBER: 10-15-6243

RECOMMENDATION:

Recommend the City Council review and recommend the Mayor to approve the Acquisition of Temporary Easements for the CIP26 ST(06) Whitted Creek 25th St Lynnwood to Blackhawk project for TRACTS: 12, 20 & 23 in the amount of \$8,690.00.

ATTACHMENTS:

- |                             |                                   |                             |
|-----------------------------|-----------------------------------|-----------------------------|
| 1. MWROW Cover Letter       | 2. Statement of Just Compensation | 3. Temporary Easements      |
| 4. <input type="checkbox"/> | 5. <input type="checkbox"/>       | 6. <input type="checkbox"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:




October 9, 2025

John Krager  
City of Bellevue  
1510 Wall Street  
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska  
Whitted Creek - 25<sup>th</sup> Street, Lynwood to Blackhawk  
Project # BPW-240124  
Tract #12

Dear Mr. Krager:


Enclosed are executed copies of the Temporary Easement for Tract 12, Sonja M. Brezina. 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 \$4,270.00 made payable to:**

**Sonja M. Brezina  
13202 South 24<sup>th</sup> Street  
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to [cschescke@midwestrow.com](mailto: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.: 12

**STATEMENT OF JUST COMPENSATION 3**

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, Sonja M. Brezina, with this written statement of Just Compensation made to acquire the property.

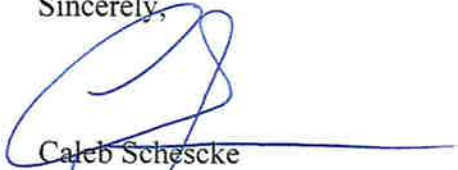
This offer will be made in the amount not less than the appraised fair market value of the property involved and will include a summary of the basis for the amount established as just compensation for:

|  |           |                 |
|--|-----------|-----------------|
| Land Acquisition: 645 SF x \$7.00/SF x 10% x 2 Years | \$        | 910.00 ®        |
| Fence Damages: White Vinyl and Rod Iron              | \$        | 860.00          |
| Move Shed  |           | 2,500.00        |
| <b>Total Amount Offered</b>                          | <b>\$</b> | <b>4,270.00</b> |

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 7<sup>th</sup> day of October, 2025, and the total amount of this offer is \$4,270.00.

Sincerely,

  
Caleb Schescke  
Right of Way Agent

## TEMPORARY CONSTRUCTION EASEMENT

PROJECT: City of Bellevue, Nebraska - Whitted Creek 25<sup>th</sup> Street Lynwood to Blackhawk  
 PROJECT # BPW-240124 TRACT: 12

## KNOW ALL MEN BY THESE PRESENTS:

That SONJA M. BREZINA, 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 FOUR THOUSAND, TWO HUNDRED SEVENTY and NO/100 DOLLARS, (\$4,270.00), 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

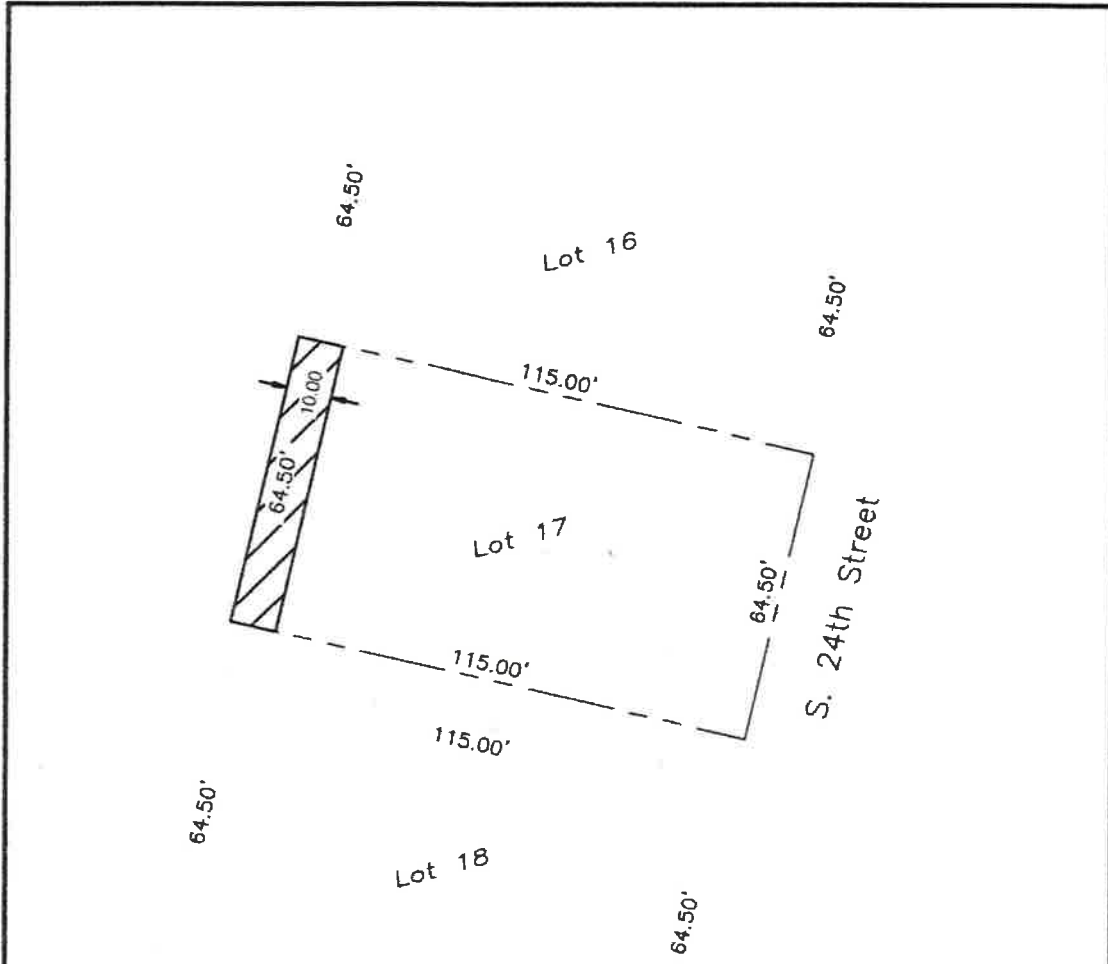
As a further consideration of this grant, the Parties herein agrees as follows:

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 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]*

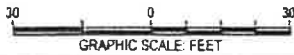




**Legal Description - Temporary Easement**

A PARCEL OF LAND LOCATED IN LOT 17, STONECROFT, AS SURVEYED, PLATTED & RECORDED IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF SAID LOT 17 CONTAINING 645 SQUARE FEET, MORE OR LESS.



**Lot 17 - Stonecroft**



TEMPORARY EASEMENT: 645 S.F.

TRACT NO.: 12

PROJECT NO.: 24-2773

PREPARE DATE: 03/14/25

REVISION DATE: 08/27/25

**TRACT 12**



October 9, 2025

John Krager  
City of Bellevue  
1510 Wall Street  
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska  
Whitted Creek - 25<sup>th</sup> Street, Lynwood to Blackhawk  
Project # BPW-240124  
Tract #20

Dear Mr. Krager:

Enclosed are two (2) executed copies of the Temporary Easement for Tract 20, Mark E. and Kelly L. Beccard. The authorized representative of the City of Bellevue, Nebraska will need to sign both copies of the easement. 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:**

**Mark E. Beccard and Kelly L. Beccard  
2812 Rahn Blvd.  
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to [kroegers@midwestrow.com](mailto: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 that reads "Chris Wayne".

Chris Wayne  
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska  
Project No.: BPW-240124  
Tract No.: 20

**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, **Mark E. and Kelly L. Beccard**, with this written statement of Just Compensation made to acquire the property.

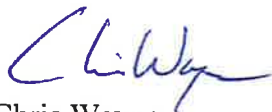
This offer will be made in the amount not less than the appraised fair market value of the property involved and will include a summary of the basis for the amount established as just compensation for:

|  |    |                           |
|--|----|---------------------------|
| Temporary Easement: 863 SF x \$7.00/SF x 10% x 2 Years | \$ | <u>1,210.00 ®</u>         |
| Fence Damages: Wood Fence                              | \$ | <u>1,100.00</u>           |
| <b>Total Amount Offered</b>                            |    | <b>\$ <u>2,310.00</u></b> |

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 18<sup>th</sup> day of July, 2025, and the total amount of this offer is **\$2,310.00**.

Sincerely,



Chris Wayne  
Right of Way Agent

## TEMPORARY CONSTRUCTION EASEMENT

PROJECT: City of Bellevue, Nebraska - Whitted Creek 25<sup>th</sup> Street Lynwood to Blackhawk  
 PROJECT # BPW-240124

TRACT: 20

## KNOW ALL MEN BY THESE PRESENTS:

That **MARK E. BECCARD and KELLY L. BECCARD, 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, 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 23<sup>rd</sup> day of September, 2025.

INDIVIDUAL ACKNOWLEDGMENT

OWNER(S):

Mark E. Beccard  
MARK E. BECCARD

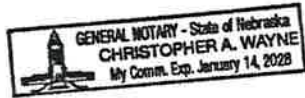
Kelly L. Beccard  
KELLY L. BECCARD

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

Dated this 23<sup>rd</sup> day of September, 2025, before me, a General Notary Public duly commissioned and qualified, personally came Mark E. Beccard and Kelly L. Beccard 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)



Christopher A. Wayne  
NOTARY PUBLIC

EXECUTED by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BUYER: CITY OF BELLEVUE, NEBRASKA

BY: \_\_\_\_\_

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

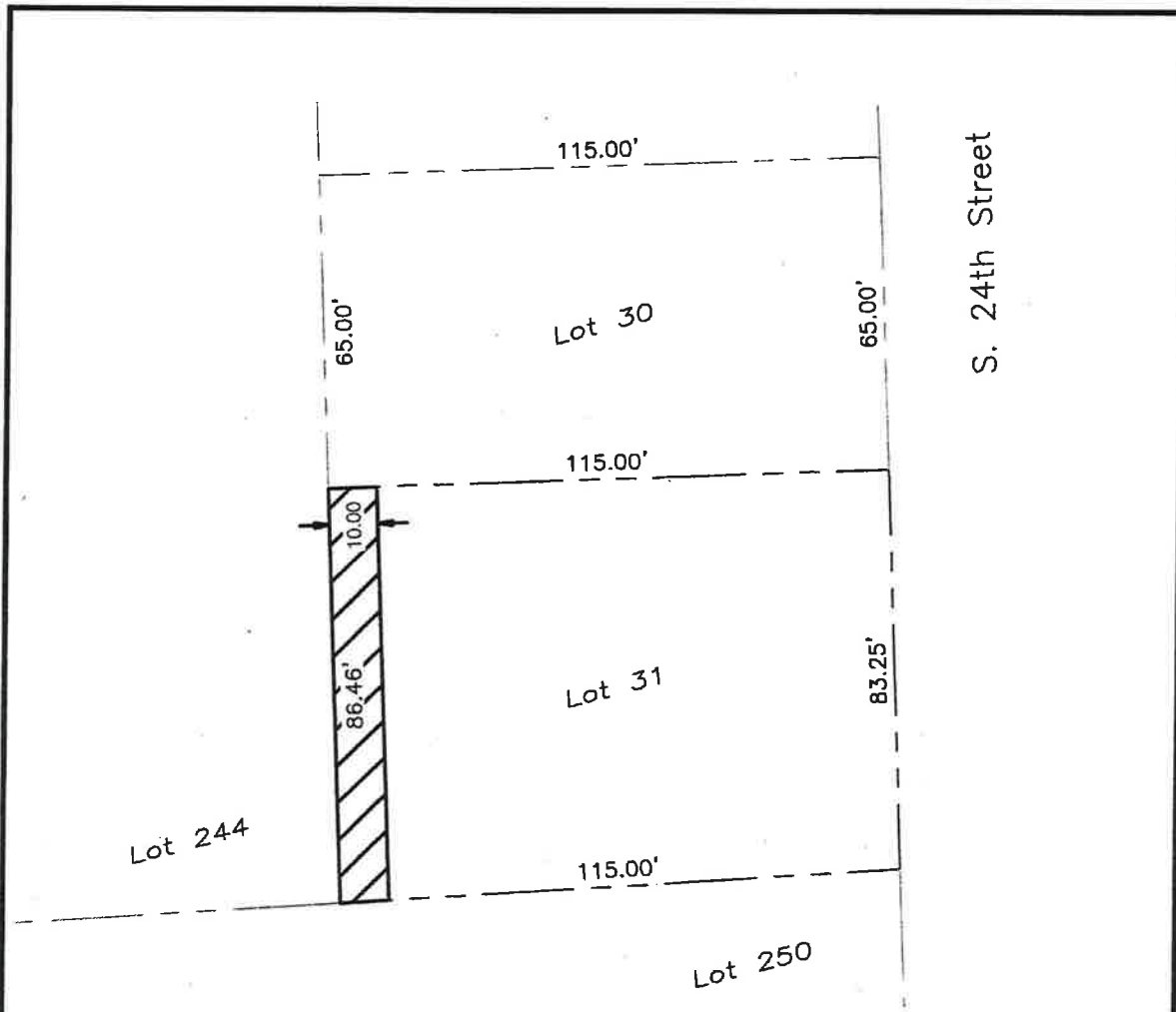
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a General Notary Public, duly commissioned and qualified, personally came \_\_\_\_\_

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 31, STONECROFT, AS SURVEYED, PLATTED & RECORDED IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF SAID LOT 31 CONTAINING 863 SQUARE FEET, MORE OR LESS.



**Lot 31 - Stonecroft**



TEMPORARY EASEMENT: 863 S.F.

TRACT NO.: 20

PROJECT NO.: 24-2773

PREPARE DATE: 03/14/25

REVISION DATE:

**TRACT 20**



October 10, 2025

John Krager  
City of Bellevue  
1510 Wall Street  
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska  
Whitted Creek - 25<sup>th</sup> Street, Lynwood to Blackhawk  
Project # BPW-240124  
Tract #23

Dear Mr. Krager:

Enclosed are two (2) executed copies of the Temporary Easement for Tract 23, Maricela Lucas and Gustavo Antonio. The authorized representative of the City of Bellevue, Nebraska will need to sign both copies of the easement document. 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 \$2,110.00 made payable to:**

**Maricela Lucas and Gustavo Antonio  
13304 South 24<sup>th</sup> Street  
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to [kroegers@midwestrow.com](mailto: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,

Chris Wayne  
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska  
Project No.: BPW-240124  
Tract No.: 23

**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, **Maricela Lucas and Gustavo Antonio**, 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>        |
| <b>Total Amount Offered</b>                            | <b>\$ <u>2,110.00</u></b> |

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 21<sup>st</sup> day of July, 2025, and the total amount of this offer is **\$2,110.00**.

Sincerely,  
  
Chris Wayne  
Right of Way Agent

## TEMPORARY CONSTRUCTION EASEMENT

PROJECT: City of Bellevue, Nebraska - Whitted Creek 25<sup>th</sup> Street Lynwood to Blackhawk  
 PROJECT # BPW-240124

TRACT: 23

## KNOW ALL MEN BY THESE PRESENTS:

That MARICELA LUCAS, a single person and GUSTAVO ANTONIO, as single person, as Joint Tenants with Right of Survivorship, 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, ONE HUNDRED TEN and NO/100 DOLLARS, (\$2,110.00), 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 25<sup>th</sup> day of September, 2025.

INDIVIDUAL ACKNOWLEDGMENT

OWNER(S):

Maricela Lucas  
MARICELA LUCAS

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

Dated this 25<sup>th</sup> day of September, 2025, before me, a General Notary Public duly commissioned and qualified, personally came Maricela Lucas

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)



Christopher A. Wayne  
NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

OWNER(S):

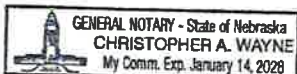
Gustavo Antonio  
GUSTAVO ANTONIO

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

Dated this 25<sup>th</sup> day of September, 2025, before me, a General Notary Public duly commissioned and qualified, personally came Gustavo Antonio

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)



Christopher A. Wayne  
NOTARY PUBLIC

**TRACT 23**

EXECUTED by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**BUYER: CITY OF BELLEVUE, NEBRASKA**

BY: \_\_\_\_\_

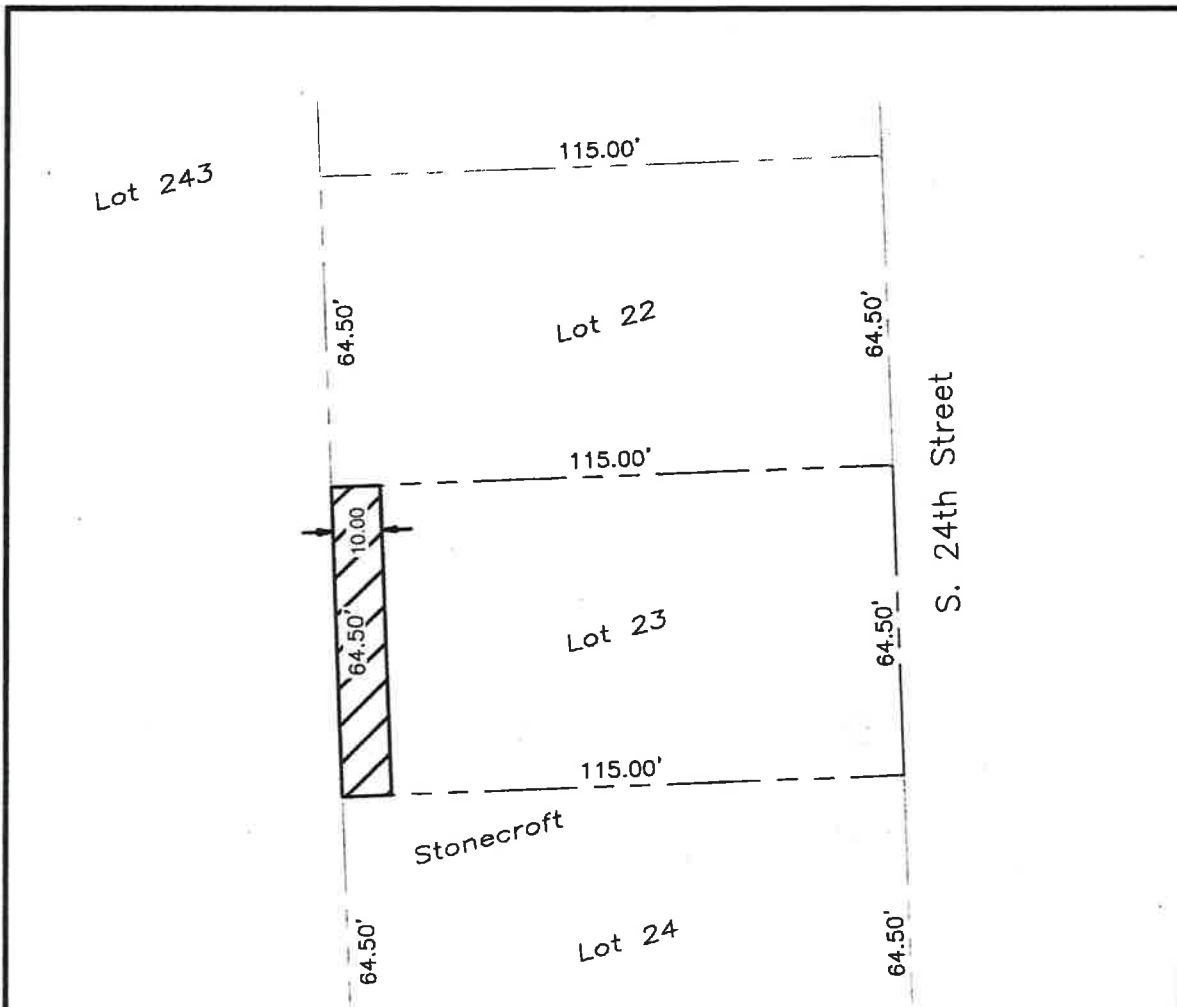
STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

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 23, STONECROFT, AS SURVEYED, PLATTED & RECORDED IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF SAID LOT 23 CONTAINING 645 SQUARE FEET, MORE OR LESS.



**Lot 23 - Stonecroft**

|  |                              |                        |                      |
|--|------------------------------|------------------------|----------------------|
|  | TEMPORARY EASEMENT: 645 S.F. | TRACT NO.: 23          | PROJECT NO.: 24-2773 |
|  |                              | PREPARE DATE: 04/03/25 | REVISION DATE:       |

**TRACT 23**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16e.  
11/4/2025

|   |  |   |  |
|---|--|---|--|
| COUNCIL MEETING DATE: November 4, 2025  |  | SUBMITTED BY: David Goedeke, 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 - CIP26 ST(04) 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. This group of Acquisitions are for the following TRACTS: 9 in the amount of \$260.00. The complete documentation for each TRACT is available upon request.

FISCAL IMPACT::  YES \$210.<sup>00</sup>  BUDGETED FUNDS?:  YES  GRANT/MATCHING FUNDS?:  NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 240109 - CIP26 ST(04) M146(338B) Mission Ave Reconstruction & Streetscape

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME: 240109 - CIP26 ST(04) M146(338B) Mission Ave Reconstruction & Streetscape

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

CIP PROJECT NAME: M146(338B) Mission Ave Reconstruction & Streetscape CIP PROJECT NUMBER: ST(04)

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

ACCOUNTING DISTRIBUTION CODE: 6243 ACCOUNT NUMBER: 10-15-6243

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: 9 in the amount of \$260.00

ATTACHMENTS:

|                             |                                   |                             |
|-----------------------------|-----------------------------------|-----------------------------|
| 1. MWROW Cover Letter       | 2. Statement of Just Compensation | 3. Temporary Easements      |
| 4. <input type="checkbox"/> | 5. <input type="checkbox"/>       | 6. <input type="checkbox"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*Linnea Bontillon*  
*[Signature]*  
*[Signature]*



10/08/25

John Krager  
City of Bellevue  
1510 Wall Street  
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska  
Mission Avenue Improvements  
Project # M146 (388B)  
Tract #9

Dear Mr. Krager:

Enclosed are executed copies of the Temporary Easement for Tract 9, Chris and Natalie Malmberg. 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 \$260.00 made payable to:**

**Chris and Natalie Malmberg  
PO Box 641785  
Omaha, Nebraska 68164**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to [Abbottj@midwestrow.com](mailto:Abbottj@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.: 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, **Chris Malmberg and Natalie Malmberg**, with this written statement of Just Compensation made to acquire the property.

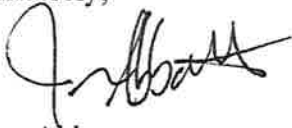
This offer will be made in the amount not less than the Waiver Valuation of the property involved and will include a summary of the basis for the amount established as just compensation for:

|  |    |                 |
|--|----|-----------------|
| Temporary Easement: 182 SF x \$7.00/SF x 10% x 2 Years | \$ | <u>260.00</u> ® |
|  | \$ |                 |
| <b>Total Amount Offered</b>                            | \$ | <u>260.00</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 15 day of August, 2025, and the total amount of this offer is \$260.00.

Sincerely,



Jim Abbott  
Right of Way Agent

**TEMPORARY CONSTRUCTION EASEMENT**

PROJECT: City of Bellevue, Nebraska - Mission Avenue Improvements  
 PROJECT # M146 (388B)

TRACT: 9

**KNOW ALL MEN BY THESE PRESENTS:**

That **CHRIS MALMBERG and NATALIE MALMBERG, as Husband and Wife, as joint tenants with full rights 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 HUNDRED SIXTY and NO/100 DOLLARS, (\$260.00)**, 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 7 day of October, 2025.

INDIVIDUAL ACKNOWLEDGMENT

OWNER(S):

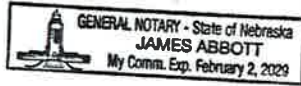
Chris Malmberg  
CHRIS MALMBERG

Natalie Malmberg  
NATALIE MALMBERG

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

Dated this 7 day of October, 2025, before me, a General Notary Public duly commissioned and qualified, personally came Chris Malmberg and Natalie Malmberg 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)



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 )

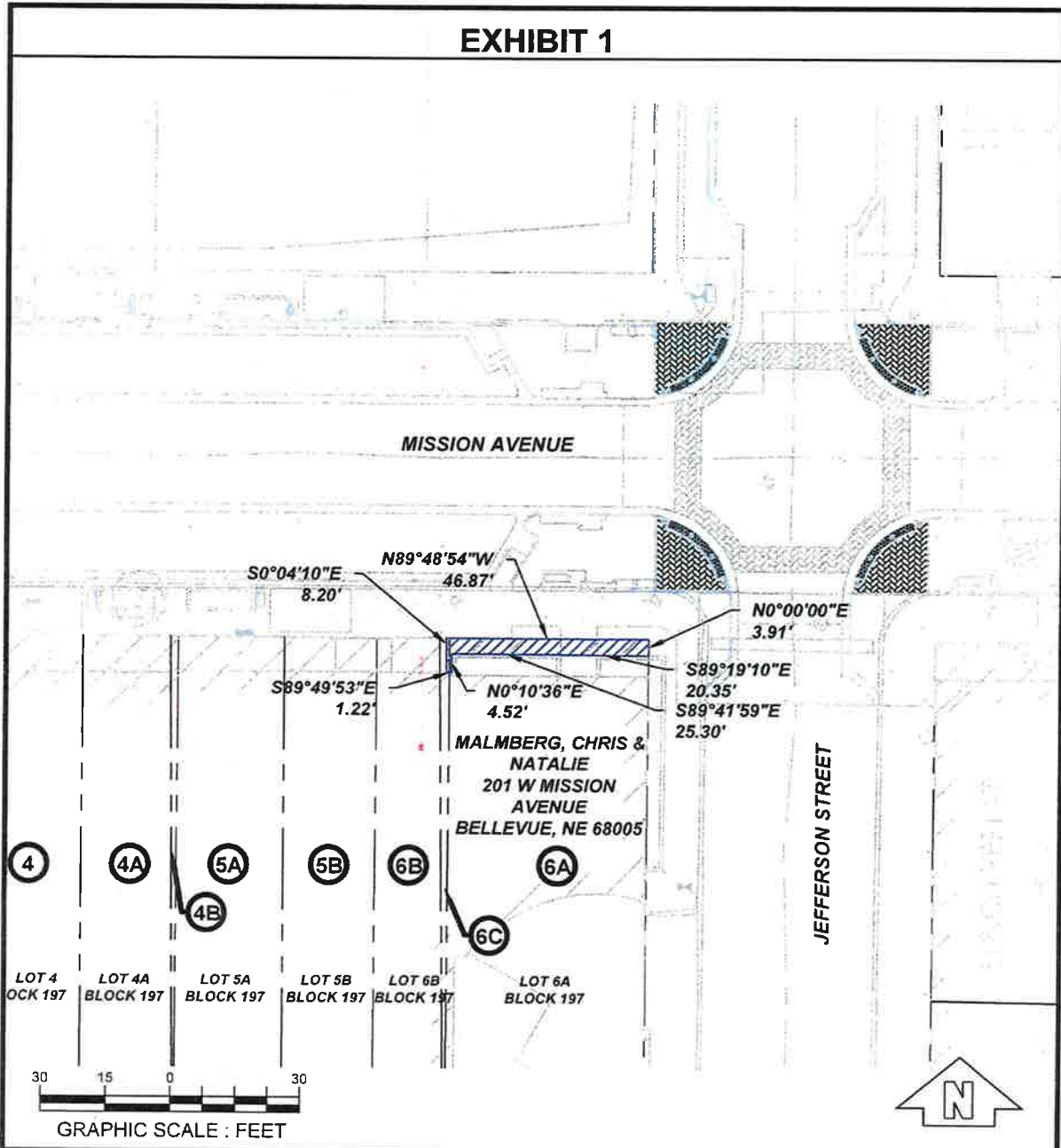
Dated this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a General Notary Public, duly commissioned and qualified, personally came \_\_\_\_\_

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): Chris & Natalie Malmborg<br>Parcel Address: 201 W Mission Avenue<br>Bellevue, NE 68005 | TEMPORARY EASEMENT:    182    S.F. |                   |             |
| Project No.    M146 (388B)   |                                    |                   |             |
| Project Name: Mission Avenue Improvements  |                                    |                   |             |
| Tract No.:    9  | Date Prepared:    02/27/2025       | Revision Date(s): | Page 2 of 2 |

TRACT 9

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16f.  
11/4/2025

|   |  |  |                          |
|---|--|--|--------------------------|
| COUNCIL MEETING DATE: <b>November 4, 2025</b> |  | SUBMITTED BY: <b>Tammi Palm, Planning Director</b> |                          |
| AGENDA ITEM:                                  | CONSENT AGENDA <input type="checkbox"/>              | SPECIAL PRESENTATION                               | <input type="checkbox"/> |
| LIQUOR LICENSE <input type="checkbox"/>       | ORDINANCE <input type="checkbox"/>                   | PUBLIC HEARING                                     | <input type="checkbox"/> |
| RESOLUTION <input type="checkbox"/>           | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER  | <input type="checkbox"/> |

**SUBJECT:**  
Request to approve the the amendment to the Subdivision Agreement for Belle Lago South (SID #325) Applicant: City of Bellevue.

**SYNOPSIS/BACKGROUND:**  
This amendment transfers ownership of Outlot E, Belle Lago South, from the developer to the district. The outlot would then be maintained by the SID until such time it is annexed by the city. The city would take over ownership upon annexation. It is the city's preference the outlot be owned/maintained by the SID. Both Legal and Public Works have reviewed this amendment to the subdivision agreement.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**  
Staff is recommending approval of this amendment.

**ATTACHMENTS:**

|   |  |                         |
|---|--|-------------------------|
| 1. <input type="text" value="Map of Outlot E"/> | 2. <input type="text" value="Amendment to the Sub Agreement"/> | 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: 

**AMENDMENT TO  
SUBDIVISION AGREEMENT  
FOR BELLE LAGO SOUTH**

THIS AMENDMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and among \_\_\_\_\_, a Nebraska limited liability company, (“Developer”), SANITARY AND IMPROVEMENT DISTRICT NO. 325 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision (“District”), and THE CITY OF BELLEVUE, a municipal corporation of the first class (“City”) to the Subdivision Agreement for Belle Lago South dated November 13, 2017, as amended by that certain First Amendment to Subdivision Agreement dated April 8, 2019 (collectively, the “Subdivision Agreement”).

WITNESSETH:

WHEREAS, the City, District, and Developer desire to clarify and define the respective ownership and responsible party for Outlot “E”, Belle Lago South, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (“Outlot “E”).

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The Developer shall transfer to the District, and the District shall take ownership of Outlot “E”, Belle Lago South.
2. The District shall be responsible for the maintenance of Outlot “E”, Belle Lago South, including, but not limited to, the obligations set forth in Subsection 5(h) of the Subdivision Agreement.
3. Except as specifically provided in this Amendment, the terms and conditions of the Subdivision Agreement shall remain unmodified and in full force and effect.
4. This Amendment may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument. A party’s signature on this Addendum transmitted by electronic transmission (for example, through use of DocuSign) shall be valid and effective to bind the party so signing.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first above written.

[Signatures on Next Pages]

ATTEST:

CITY OF BELLEVUE

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

By:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

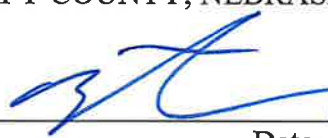
APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for City of Bellevue


ATTEST:

  
Clerk

SANITARY AND IMPROVEMENT DISTRICT  
NO. 325 OF SARPY COUNTY, NEBRASKA,

By:   
Chairman Date 10-15-25

HRC BELLE LAGO, LLC, a Nebraska limited liability company,

By:   
Name: Justin Knapp  
Title: Assistant Vice President

# Outlot E, Belle Lago South



Sarpy County GIS



Map Scale 1: 2747

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



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16g.  
11/4/2025

|   |  |   |  |
|---|--|---|--|
| COUNCIL MEETING DATE: November 4, 2025  |  | SUBMITTED BY: City Administrator              |  |
| AGENDA ITEM:                            | CONSENT AGENDA <input type="checkbox"/>              | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/>                   | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input type="checkbox"/>     | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/>                |  |

SUBJECT:

Approve and authorize the Mayor to Sign the Third Extension to Real Estate Broker Services Agreement with CBRE, Inc.

SYNOPSIS/BACKGROUND:

In December 2022, the City of Bellevue entered into a Real Estate Broker Services Agreement with CBRE Inc. to represent the City in buying and selling property for a one (1) year term. The City has extended its Agreement for additional one year periods since execution of original Agreement.

The City continues to be pleased with CBRE's representation of the City in real estate transactions and seeks to extend the Agreement for an additional one (1) year term. The attached Third Extension solely extends the term of the Agreement and does not change any other provisions.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to Sign the Second Extension to the Real Estate Broker Services Agreement with CBRE Inc.

ATTACHMENTS:

|  |                         |                         |
|--|-------------------------|-------------------------|
| 1. <input type="text" value="Third Extension to the Agreement"/> | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text"/>  | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

**REAL ESTATE BROKER SERVICES AGREEMENT**

**THIRD EXTENSION**

The City of Bellevue ("City") and CBRE, Inc. (Contractor") entered into a Real Estate Broker Services Agreement, commencing on or about December 21, 2022 ("Agreement") which is attached hereto as Exhibit "A".

**WHEREAS**, the Agreement was extended by the First Extension approved by the City Council on December 19, 2023; and

**WHEREAS**, the Agreement was extended by the Second Extension approved by the City Council on December 3, 2024; and

**WHEREAS**, the parties have had the opportunity to discuss the Agreement and desire to enter into this Third Extension (hereinafter "Extension") which will extend the term of the Agreement as outlined herein.

**NOW THEREFORE**, the Parties hereto agree as follows:

That the Real Estate Broker Services Agreement entered into between the City and Contractor, which commenced on December 21, 2022, which was extended through December 21, 2025, shall be extended for a one (1) year term (hereinafter "Extension Term"). The Extension Term shall commence on December 22, 2025, and will remain in effect through December 21, 2026, unless terminated earlier in accordance with Section 4 of the Agreement. The Agreement may be extended beyond this Extension Term through mutual agreement between both parties in writing and upon City Council approval.

WHEREAS, except as expressly amended herein, the terms and conditions of the Agreement commencing on or about December 21, 2022, between the parties remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereby cause this Second Extension to be executed by their duly authorized representatives on this \_\_\_ day of \_\_\_\_\_ 2025.

CONTRACTOR

CITY:

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

Name: Rusty Hike

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

Title: Mayor, City of Bellevue

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

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

## Real Estate Broker Services Agreement

This Agreement ("Agreement") is made by and between the City of Bellevue, 1500 Wall Street, Bellevue, Nebraska 68005 ("City") and

**Contractor Name:** CBRE, Inc.

**Contractor Address:** 11213 Davenport St. Suite 300. Omaha, NE 68154

("Contractor").

The parties agree as follows:

### **1. Contractor Services**

Contractor shall provide to City the services described in Attachment A as requested by the City subject to the terms and conditions set forth in this Agreement.

All work to be performed under this Agreement shall be requested by the City through a written Amendment to this Agreement signed by both parties. Any Amendment requesting services from the Contractor shall include the City's requested Scope of Work. All work must be mutually agreed upon in writing and costs known before that work may commence.

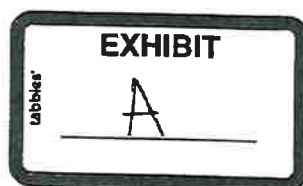
Contractor warrants to City that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel.

### **2. Payment**

City shall pay Contractor for the services described in Attachment A based on the compensation structure provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence.

The compensation structure to be applied (commission, fee for service, etc.) shall be dictated by the desired Scope of Work and established in each Amendment to this Agreement. It should be noted that, before entering into a commission-based Scope of Work, City shall inform Contractor of any known interested parties and City reserves the right to buy or sell a property directly to one of these known parties. In such cases, the City may seek professional services from Contractor to assist the City in finalizing the property transaction in lieu of paying Contractor a commission per the compensation structure provided by the Contractor in Attachment B.

Payment shall be provided within thirty (30) days following receipt of invoice commensurate with progress towards Scope of Work completion and satisfactory performance.



### 3. Term of Agreement

The term of this Agreement is for one (1) year commencing December 21, 2022, and remaining in effect through December 21, 2023 unless terminated earlier in accordance with Section 4 of this Agreement. This Agreement may be extended beyond this term through mutual agreement between both parties in writing and upon City Council approval.

### 4. Termination of Agreement

City may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty (30) days' written notice to Contractor.

### 5. Insurance Requirements

Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Nebraska. All coverages shall be with insurance carriers acceptable to City. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to City. Contractor shall be responsible to City for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

- Worker's Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers' Liability Coverage either in accordance with all applicable statutes of the State of Nebraska or have the State of Nebraska listed under Section 3 - Other States Insurance in the Contractor's insurance policy.
- Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- Additional Insured: Commercial General Liability Insurance as described above, shall include an endorsement stating the following shall be additional insureds: "City of Bellevue, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." It is understood and agreed that, by naming City of Bellevue as additional insured, coverage afforded is considered to be primary and any other insurance City of Bellevue may have in effect shall be considered secondary and/or excess.

Cancellation Notice: If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and City may terminate this Agreement immediately.

Proof of Insurance Coverage: Upon execution of this contract and at least (10) business days prior to commencement of services under this Agreement, Contractor shall provide City with a copy of their Worker's Compensation and Commercial Liability certificates of insurance evidencing the required coverage and endorsements.

Should the need arise, City reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

No payments shall be made to Contractor until current certificates of insurance have been received and approved by City. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates to City at least ten (10) days prior to the expiration date.

#### **6. Reporting and Review**

Contractor shall report to City as required by this Agreement and also upon request. Contractor shall cooperate and confer with City as necessary to ensure satisfactory work progress and performance. All documents submitted by Contractor must be dated and bear the Contractor's name. All reports made in connection with Contractor's services are subject to review and final approval by City. City may review and inspect Contractor's activities during the term of this Agreement. After reasonable notice to Contractor, City may review any of Contractor's internal records, reports or insurance policies, related to work with the City pursuant to this contract.

#### **7. Indemnification**

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of City, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section shall survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

#### **8. Independent Contractor**

To the fullest extent permitted by law, the parties agree that Contractor is an independent Contractor; that Contractor and its employees will in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of City for any purpose, and will not be entitled to any fringe benefits of City, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay; and that Contractor will be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and

maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify City against such liability.

**9. Subcontracting**

Contractor shall provide all services covered by this Agreement and will not subcontract, assign or delegate any of these services without written authorization from City.

**10. City Employees**

Contractor shall not hire any City employee to perform any of the services covered by this Agreement without written authorization from City.

**11. Default**

In the event of default by Contractor, City may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

**12. Endorsement Prohibition**

Contractor shall not use in any form or medium the name of City, or supportive documentation or photographs of City projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by City.

**13. Compliance with Laws**

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations. Contractor agrees to protect, defend and indemnify City against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

**14. Nondiscrimination**

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

**15. Equal Opportunity Employer**

In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.

**16. Confidentiality**

Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by City, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of City.

**17. Contractor Personnel**

Contractor employees may be subject to an approved criminal background check prior to entering City property to perform work under this Contract. Employees of Contractor must wear apparel or other means of identification while performing services under this Contract.

**18. Amendment**

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by both parties.

**19. Binding Effect**

This Agreement is binding upon and shall inure to the benefit of Contractor and City and their respective legal representatives, successors and authorized assigns.

**20. Waiver**

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

**21. Counterparts**

This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**22. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

**23. Section Titles**

Section Titles set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any provisions of this Agreement.

**24. Choice of Law and Forum**

This Agreement is governed by and interpreted according to the laws of the State of Nebraska. The parties agree that the proper forum and venue for litigation arising out of this Agreement is Sarpy County, Nebraska.

**25. Royalties and Patents**

Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save City and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by Contractor and/or Contractor's subcontractors and agents.

**26. Debarment or Suspension Status**

In signing this Agreement, Contractor certifies that it is not suspended, debarred or ineligible from entering into real estate contracts, or in receipt of a notice of proposed debarment from any State agency or local public body.

**27. Conflicts of Interest**

In signing this Agreement, Contractor certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Contractor will immediately inform City regarding same.

**28. Anti-Collusion Statement**

In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of the City are permitted either with, prior to, or after any delivery of product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Contractor from future bidding opportunities.

**29. Entire Agreement**

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

1. This Real Estate Broker Services Agreement.
2. Agreement and Scope of Work Clarifications.
3. Attachment A – City's Scope of Work.
4. Attachment B – Cost Proposal Form completed and submitted with Contractor's Proposal.
5. Attachment C – Contractor's Proposal received and opened by City.

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

**CONTRACTOR:**

Sign: Bennett Gmsberg  
Name: Bennett Gmsberg  
Title: Managing Director  
Date: 1-6-23

**CITY:**

Sign: Russell  
Name: RUSSELL  
Title: Mayor  
Date: 12-20-22

## Attachment A – Scope of Work

### 1. Overview

- 1.1 Contractor shall be a commercial real estate broker able to assist the City in buying, selling, and/or leasing property and also able to provide miscellaneous real estate consulting services.
- 1.2 All services are to be provided by the Contractor upon request of the City and will be agreed to through an Amendment to this master Agreement.

### 2. Sale or Lease of Property by City

Should the City desire to use the services of Contractor to sell or lease property owned by the City, Contractor shall generally:

- 2.1 Develop and carry out an agreed upon public marketing strategy to solicit interested buyers / lessees.
- 2.2 Market the property in a manner consistent with local zoning ordinances.
- 2.3 Coordinate site visits with developers and potential buyers / lessees as needed, keeping the City apprised of all planned site visits.
- 2.4 Receive and evaluate bids / offers received from all buyers / lessees.
- 2.5 Present all received bids to the City with a recommendation.
- 2.6 Coordinate and finalize real estate transactions and agreements working closely with the City Attorney and City Administrator to assist City in finalizing the sale and lease.

### 3. Purchase or Lease of Property by City

Should the City desire to use the services of Contractor to purchase or lease property not owned by the City, Contractor shall generally:

- 3.1 Work with the City to identify needs and characteristics of property to be acquired or leased.
- 3.2 Identify potential candidate sites and properties maintaining discretion and client confidentiality.
- 3.3 Present findings on suitable properties.
- 3.4 Coordinate site visits by representatives of the City as necessary.
- 3.5 Coordinate any necessary or desired inspections of a property.
- 3.6 Coordinate and finalize real estate transactions and agreements working closely with the City Attorney and City Administrator, to assist City in finalizing the sale and lease.

### 4. Real Estate Consulting Services

Real Estate Consulting Services that the City may request include, but are not limited to:

- 4.1 Property valuation.
- 4.2 Researching lease rates for commercial / office type properties.
- 4.3 Developing and implementing brownfield property redevelopment strategies.

# Costs

10.4.1 Complete and certify the Cost Tables in Attachment B.

## Attachment B – Cost Proposal Form

### 5. COST PROPOSAL

Unless otherwise noted by the Contractor, all costs associated with the scope of work outlined in Attachment A are itemize in this Cost Proposal Form taking the following into consideration:

#### 5.1 Taxes

The City is exempt from Federal Excise Tax and Nebraska Sales Tax and these shall not be included in the cost proposal, invoiced or charged to the City.

#### 5.2 Variances

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices specified elsewhere in Contractor's proposal, the pricing shown on this Cost Proposal Form shall prevail.

#### 5.3 Payment

Payment terms will be consistent with terms identified in Section 2 of this Agreement.

#### 5.4 Cost Tables

Once completed, the following cost shall establish the pricing to be charged unless otherwise negotiated in writing.

| Sales Commission   | Commission Rate |   |
|--|-----------------|---|
| Property Sale by City<br>(based on total sale price)         | 3*              | % |
| Property Purchase by City (based<br>on total purchase price) | 0*              | % |


| Real Estate Consulting Services – Hourly Rates to be charged by Position |             |
|--|-------------|
| Position Title   | Hourly Rate |
| Regional Manager/Vice President  | \$ 325      |
| Manager  | \$ 300      |
| Analyst  | \$ 200      |
| Support  | \$ 150      |
|  | \$          |
|  | \$          |

\*CBRE's portion of the fee will be 3% of the sale price payable by the City from proceeds at closing. In the event that the buyer is represented by a broker with a verified representation agreement, it is customary for the seller (the City) to pay the buyer's representation fee as well, which is typically 3%, for a total of 6%. In the event the buyer is unrepresented, the only fee will be 3% paid to CBRE.  
 \*0% - CBRE will pursue fees from the seller of property the City acquires, as is customary. In the event the seller will not pay a commission, the fee will be paid by the City at 3% of the purchase price.

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**5.5 Cost Proposal Certification**

Bid is firm for 120 days (60 days minimum) and signed by the following individual authorized to certify pricing and enter into agreements.

|                              |   |
|------------------------------|---|
| Contractor Name:             | CBRE, Inc   |
| Contractor Address:          | 11213 Davenport Street, Suite 300   |
| City, State, Zip:            | Omaha, NE 68154   |
| Representative Name (Print): | Bennett Ginsberg  |
| Representative Signature:    |  |
| Representative Title:        | Managing Director   |

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**10.6.2 Should the City desire to lease property to or from another party, propose a reasonable up-front compensation structure that doesn't have ongoing payments as the City does not have a sufficient number of properties or vacant space to need a firm to provide ongoing property management services.**

---

Should the City desire to lease property to another party and engage CBRE to represent you in locating and securing tenants, CBRE's compensation (and the tenant's broker's compensation if applicable) would be paid by the City as a percentage of the lease consideration. Typically this rate is 3% to CBRE and 3% to the tenant's broker for a total of 6%.

In the event the City desires to lease property from another party and engages CBRE to represent you in locating and securing space on your behalf, our compensation would be a market rate paid by the third party landlord, not the City.

We understand you are not seeking ongoing property management services and therefore have not quoted a price.

---

**10.4.3 Contractor may attach more detailed pricing information and additional items and costs for consideration.**

---

If desired by the City, CBRE also offers to be paid on a monthly retainer basis. This fee is \$5,000 paid monthly and acts as a seamless way for the City to access our advice and support on projects that may not have a commission associated with them.

We present the monthly retainer as an alternative to hourly rates and would still anticipate collecting a commission on projects where one applies. This payment structure is optional, but may represent less administrative burden for the City regarding tracking and quoting hours, paying variable invoices, etc.

If the City chooses to use the monthly retainer compensation model, we will refund the monthly retainer accrued to date once our commission revenue reaches \$200,000. Once the \$200,000 commission revenue threshold is reached, CBRE will continue to refund the monthly retainer on an annual basis, as long as subsequent commission revenue is higher than the monthly retainer accrued each year.

We welcome the opportunity to discuss this structure with the City if it represents an attractive option for you.

**REAL ESTATE BROKER SERVICES AGREEMENT**

**SECOND EXTENSION**

The City of Bellevue ("City") and CBRE, Inc. ("Contractor") entered into a Real Estate Broker Services Agreement, commencing on or about December 21, 2022 ("Agreement") which is attached hereto as Exhibit "A".

**WHEREAS**, the Agreement was extended by the First Extension approved by the City Council on December 19, 2023.

**WHEREAS**, the parties have had the opportunity to discuss the Agreement and desire to enter into this Second Extension (hereinafter "Extension") which will extend the term of the Agreement as outlined herein.

**NOW THEREFORE**, the Parties hereto agree as follows:

1. That the Real Estate Broker Services Agreement entered into between the City and Contractor, which commenced on December 21, 2022 and was extended through December 21, 2024, shall be extended for a one (1) year term (hereinafter "Extension Term"). The Extension Term shall commence on December 21, 2024 and will remain in effect through December 21, 2025, unless terminated earlier in accordance with Section 4 of the Agreement. The Agreement may be extended beyond this Extension Term through mutual agreement between both parties in writing and upon City Council approval.

**WHEREAS**, except as expressly amended herein, the terms and conditions of the Agreement commencing on or about December 21, 2022 between the parties remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereby cause this Second Extension to be executed by their duly authorized representatives on this 31<sup>st</sup> day of December 2024.

**CONTRACTOR:**  
Sign: [Signature]  
Name: Michael A. Kesterson  
Title: Vice President CBRE  
Date: 11/24/2024

**CITY:**  
Sign: [Signature]  
Name: Rusty Hike  
Title: Mayor  
Date: 12/3/24

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16h.  
11/4/2025

|   |  |  |  |
|---|--|--|--|
| COUNCIL MEETING DATE: 11/04/25          |  | 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:

New 4520 Ventrac & Accessories

SYNOPSIS/BACKGROUND:

Park Department would like to purchase a New 4520 Ventrac & Accessories. This purchase will replace PA662 1445 John Deere mower and will be put up for auction.

FISCAL IMPACT: \$54,612.60 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: TYS OUTDOOR POWER & SERVICE 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: 10-11-7100

RECOMMENDATION:

Approve and Authorize the purchase of the New Ventrac 4520 & Accessories in the amount not to exceed \$54,612.60

ATTACHMENTS:

1. Quote(s) 2. 3.  
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Janet Willis*  
*David Goedeken*



We Influence The World!

City of Bellevue  
Parks Department  
8201 South 42<sup>nd</sup> St. • Bellevue, Nebraska • 68147 • 402-293-3122

**MEMO**

TO: Dave Goedeken  
Public Works Director  
FROM: Jim Shada *J Shada*  
SUBJECT: Revision of Budget Proposal 2025 – 2026  
DATE: October 14, 2025

*OK  
8/22/25  
10/22/25*

The Parks Department would like to revise the following purchase for the 2025 – 2026 Budget. Instead of purchasing the 3500 Duramax Chevy, we would like to purchase a New 4520 Ventrac & Accessories. (Which will replace PA662 1445 John Deere mower and will be put up for auction).

Instead of purchasing:  
White 3500 Duramax Chevy Diesel Truck \$60,000.00  
(Replace #558 Ford 550 mileage 46,398)

We would like to purchase:  
New 4520 Ventrac & Accessories \$54,612.60

Thank You For Your Consideration!

Dave Goedeken

*Dave Goedeken*  
*10/23/25*



Prepared For:

Mark Blackburn  
City of Bellevue

Sold & Serviced by:

Ty's Outdoor Power & Service - Gretna  
Jason Mackling  
21611 Platteview Rd  
Gretna, NE 68028  
Phone: 402.981.8659



**VENTRAC**

**4520  
TRACTOR**

# 4520 TRACTOR

| Model Comparison   | 4520K                 | 4520P           | 4520Y            | 4520N    | 4520Z    |
|--|-----------------------|-----------------|------------------|----------|----------|
|  | VANGUARD<br>Big Block | KAWASAKI<br>DFI | KUBOTA<br>Diesel | KUBOTA   | KUBOTA   |
| Stock Codes  | 39.51219              | 39.51216        | 39.51217         | 39.51225 | 39.51215 |
| California Model Stock Code  |                       | 39.51221        |                  | 39.51227 |          |
| Accessory Kit: Front fenders, foot pegs, 4 rear weights, weight transfer | Optional              | Standard        | Standard         | Standard | Standard |

## Engines

| Engine                                 | Vanguard M54                 | Kawasaki FD851D<br>DFI | Kubota D902         | Kubota WG972 EFI      | Kubota WG972-GL       |
|--|------------------------------|------------------------|---------------------|-----------------------|-----------------------|
| Max Operating Speed                    | 3600 rpm                     | 3600 rpm               | 3600 rpm            | 3600 rpm              | 3600 rpm              |
| Horsepower                             | 31                           | 31                     | 25                  | 32.5                  | 32.5                  |
| Peak Torque                            | 47 ft lb (64 nm)             | 47 ft lb (64 nm)       | 42 ft lb (57 nm)    | 51 ft lb (69 nm)      | 51 ft lb (69 nm)      |
| Displacement                           | 896cc                        | 824cc                  | 898cc               | 962 cc                | 962cc                 |
| Cylinders                              | 2                            | 2                      | 3                   | 3                     | 3                     |
| Engine Oil                             | Ventrac Full Synthetic 10W30 |                        |                     |                       |                       |
| Cooling                                | Air                          | Liquid                 | Liquid              | Liquid                | Liquid                |
| Fuel Type                              | Gasoline                     | Gasoline               | Diesel              | Gasoline              | Gasoline              |
| Fuel Capacity                          | 6 gal (22.7 L)               | 6 gal (22.7 L)         | 6 gal (22.7 L)      | 6 gal (22.7L)         | 6 gal (22.7 L)        |
| Fuel Economy <sup>^^</sup>             | 1.6 gal/hr (6 L/hr)          | 1.2 gal/hr (4.5 L/hr)  | 1.1 gal/hr (4 L/hr) | 1.2 gal/hr (4.5 L/hr) | 1.5 gal/hr (5.7 L/hr) |
| Slope Rating (continuous/intermittent) | 25°/30°                      | 30°/30°                | 20°/30°             | 20°/30°               | 20°/30°               |
| Alternator                             | 50 Amp                       | 30 Amp                 | 60 Amp              | 60 Amp                | 60 Amp                |

## Dimensions

|  |                                 |                  |                        |                  |                  |
|--|---------------------------------|------------------|------------------------|------------------|------------------|
| Weight with standard hitch                       | *1385 lb (628 kg)               | 1620 lb (735 kg) | 1705 lb (773 kg)       | 1700 lb (771 kg) | 1690 lb (767 kg) |
| Weight with accessories kit                      | 1610 lb (730 kg)                | N/A              | N/A                    | N/A              | N/A              |
| Weight with 3-point hitch                        | 1690 lb (767 kg)<br>w/ accr kit | 1700 lb (771 kg) | 1785 lb (810 kg)       | 1780 lb (807 kg) | 1770 lb (803 kg) |
| Length with standard hitch (ROPS up)             |                                 |                  | 81.5 inches (207 cm)   |                  |                  |
| Length with 3-point hitch                        |                                 |                  | 92 inches (234 cm)     |                  |                  |
| Width  |                                 |                  | 48.5 inches (123 cm)   |                  |                  |
| Width with wheel extensions                      |                                 |                  | 54.5 inches (138.5 cm) |                  |                  |
| Width with duals                                 |                                 |                  | 73 inches (185.5 cm)   |                  |                  |
| Wheelbase (front axle to rear axle)              |                                 |                  | 45 inches (114 cm)     |                  |                  |
| Height (ROPS up)                                 |                                 |                  | 68 inches (173 cm)     |                  |                  |
| Height (ROPS down)                               |                                 |                  | 54 inches (137 cm)     |                  |                  |
| Turning Radius (single tires, standard position) |                                 |                  | 39 inches (99 cm)      |                  |                  |
| Turning Radius (position 2)                      |                                 |                  | 54 inches (137 cm)     |                  |                  |
| Turning Radius (position 3)                      |                                 |                  | 68 inches (173 cm)     |                  |                  |
| Oscillation amount (@ wheel)                     |                                 |                  | 7.5 inches (19 cm)     |                  |                  |
| Ground Clearance                                 |                                 |                  | 5 inches (13 cm)       |                  |                  |

<sup>^^</sup> Fuel Economy tested with HIM602 mower for comparison purposes.

Application conditions & attachment will affect fuel economy.

All specifications subject to change without notice or obligation



The Ventrac 4520 tractor was built with you in mind. From the advanced electrical system, redesigned frame, more safety and comfort features; the 4520 offers the reliable performance, astounding versatility and comfortable handling you have come to expect.

Like all Ventrac tractors, the 4520 utilizes All Wheel Drive and an articulating chassis with a low center of gravity to provide superior traction, braking, stability, and security on tough terrain and slopes without disturbing turf when turning.

### Over 30 Ventrac Mount Attachments

Choose from over 30 professional grade Ventrac Mount attachments to transform your Ventrac into a productivity powerhouse. This incredibly rugged and dependable machine is a wise business investment for golf courses, schools and universities, parks, street maintenance departments, commercial mowing services, contractors, wineries, farms, property management associations, estate owners and anyone needing one machine to do it all.

### STANDARD FEATURES

- Pre-Wired Plug & Play Wiring Harness
- Premium Comfort Seat
- Advanced Electronic Instrument Panel
- 6 Function Warning Gauge & Alarm
- Conveniently Located PTO Belt Tensioner
- On-board Diagnostic System
- Sealed Electrical System
- Thermostatically Controlled Oil Cooler
- Battery Disconnect Switch with Circuit Breaker
- Automotive Style Parking Brake
- Universal PTO Switch
- S.D.L.A. Operator Controls
- Weight Transfer System\*
- \*Optional on 4520K, standard on other 4520 Models
- USB Charger

### Optional Accessories:

- Turf Tires, Chains
- Category 1 3-Point Hitch
- Cold Weather Cab
- Additional Lighting & Signaling Packages
- Electrical Power Outlets
- Digital Slope Indicator
- Dual Wheel or Wheel Extensions for Slope

Visit [www.ventrac.com/accessories](http://www.ventrac.com/accessories) for full list.



# 4520 TRACTOR (cont.)

## Electrical

|                    |  |
|--------------------|--|
| Battery            | 475 CCA (Group 51R)                        |
| Voltage            | 12 volts                                   |
| Battery Disconnect | Standard, with 150A System Circuit Breaker |
| Fuses              | Sealed, Mini Fuse and J-Case styles        |

## Drivetrain

|                                    |  |
|------------------------------------|--|
| Hydraulic Pump                     | Danfoss DDC-20                                       |
| Pump Drive                         | Direct Drive (Double U-Joint Drive-shaft)            |
| Hydraulic Motors                   | MPM  |
| Transaxles                         | Peerless 2600 series                                 |
| Axes                               | Peerless 40mm (forged) with integrated forged hub    |
| Hydraulic Oil Cooler               | Aluminum w/ Thermostatically controlled Electric Fan |
| Hydraulic Oil Filter (Suction)     | 25 micron  |
| Hydraulic Oil Filter (Pressurized) | 10 micron  |

## Hitch and PTO

|                                |                                   |
|--------------------------------|-----------------------------------|
| Front Hitch                    | Ventrac Mount System              |
| Electric PTO clutch with Brake | Ogura GT3.5 (250 ft lb) (339 nm)  |
| Rear Hitch                     | 2 inches Receiver                 |
| 3-Point Hitch                  | Optional Category 1 3-Point Hitch |

## Tires

|                        |          |
|------------------------|----------|
| Standard (All Terrain) | 22x12-8  |
| Optional Turf          | 22x11-10 |

## Travel Speed (F/R)

|            |   |
|------------|---|
| Low Range  | 5 mph (8 kph) forward /<br>4 mph (6 kph) reverse    |
| High Range | 10 mph (16 kph) forward /<br>8 mph (13 kph) reverse |

## Instruments, Gauges, and Alarm

|   |  |
|---|--|
| Gauges  | Tachometer, Speedometer, Hour Meter, Engine Temperature (liquid cooled engines only), Fuel Level, Volt Meter |
| Indicator Lights<br>^ Activates Audible Alarm | Parking Brake, Engine High-Temp^, Hydraulic Oil High Temp^, Low Voltage^, Low Oil Pressure^                  |
| Switches                                      | Key, PTO, and Lights   |
| Lights  |  |
| Head Lights                                   | (4) LED 1000 Lumen   |
| Tail Lights                                   | (2) Red LED Lights   |

## Controls

|                          |  |
|--------------------------|--|
| Forward Reverse          | S.D.L.A. (Speed, Direction, Lift, and Auxiliary) Handle; Optional Foot Pedal |
| Attachment Lift          | S.D.L.A. (Primary Handle)  |
| Auxiliary Hydraulics     | S.D.L.A. (Secondary Handle)  |
| Throttle                 | Dash Mounted   |
| Front Hitch Lock         | Column Mounted (Accessible from Seat)  |
| PTO Belt Tensioner       | Front Mounted, Automatic Tension Controlled                                  |
| Weight Transfer          | 5 position   |
| High/Low Range           | Single Lever, Column Mounted   |
| 3 Pt Controls (Optional) | Lift + 2 sets of Auxiliaries   |
| Steering                 | Power Steering   |

## Other Features

|            |  |
|------------|--|
| Tool Box   | Optional   |
| Cup Holder | Standard   |
| Seat       | Deluxe High Back Seat (arm rests and suspension seat optional) |

## ROPS

|                               |          |
|-------------------------------|----------|
| Folding ROPS                  | Standard |
| Heavy Duty Off-Road Seat Belt | Standard |

All specifications subject to change without notice or obligation

# Max Slope Rating (in any direction)

|  | Single Tires | Dual Wheels     |
|--|--------------|-----------------|
| 4520* w/Front Attachment<br>(unless specified otherwise below) | 20°          | 30°             |
| 4520 w/Cab   | 10°          | Not Recommended |
| 4520 w/Spreader  | 10°          | Not Recommended |
| 4520 w/RV602   | 10°          | 15°             |
| 4520 w/KH500   | 5°           | Not Recommended |
| 4520 w/MA900   | 10°          | 18°             |

\*Attachments, accessories, and tire configuration may reduce the 4520 power unit's maximum angle of operation. Refer to applicable operator manuals for maximum angle of operation of equipment.



Standard



Duals

## ENGINE RATINGS

| Model #                       | 4520K                 | 4520P           | 4520Y       | 4520N            | 4520Z           |
|-------------------------------|-----------------------|-----------------|-------------|------------------|-----------------|
| Engine                        | B&S Vanguard Model 54 | Kawasaki FD851D | Kubota D902 | Kubota WG972 EFI | Kubota WG972-GL |
| Fuel                          | Gas                   | Gas (DFI)       | Diesel      | Gas              | Gas             |
| Max Slope Intermittent Use*** | 30° (58%)^            | 30° (58%)       | 30° (58%)^  | 30° (58%)^       | 30° (58%)^      |
| Max Slope Continuous Use***   | 25° (47%)             | 30° (58%)       | 20° (36%)   | 25° (47%)        | 20° (36%)       |

\*\*\* For slope operation over 20°, Wheel Extensions are required for up to 25° or Dual Wheels are required for up to 30°



Digital Slope Gauge  
Recommended for operation on slopes.



### Intermittent Use Defined

^ The engine may operate between 20° and 30° for up to 10 minutes. If 10 minutes is reached, the engine must be returned to 20° or less to assure proper oil lubrication. After returning to 20° or less, the intermittent cycle can be repeated. The 4520P Kawasaki DFI engine is rated for 30° continuous operation and does not have this requirement.

All specifications subject to change without notice or obligation





**VENTRAC**



Shown with Turf Tires

### SPECIFICATIONS

|                          |                                    |
|--------------------------|------------------------------------|
| Stock Code               |                                    |
| All Terrain              | 70.4067 (1 kit per tractor)        |
| Turf                     | 70.4068 (1 kit per tractor)        |
| Bar                      | 70.4069 (1 kit per tractor)        |
| Weight                   | 80 lbs (36.25 kg) (per axle)       |
| Additional Tractor Width | 24 inches (12 inches/tire) (61 cm) |

All specifications subject to change without notice or obligation

#### Note:

- (A) Do NOT use dual wheels when using the Ventrac VERSA-Loader.
  - (B) Engine manufacturers' maximum angle of operation is 25° for continuous use (all directions) and 30° intermittent use\*. The 4500P Kawasaki DFI is rated for 30° continuous use.
  - (C) Do NOT use with Wheel Extensions
- \* Intermittent use is up to 10 minutes on the slope, then return to level ground before returning to the slope.

Dual Wheels are available for the 4000 series tractors. They are designed to increase stability, traction, and safety on slopes. Dual wheels are also great for reduction of soil compaction on delicate ground. Once the dual hubs have been installed on each wheel, the duals can be quickly mounted and dismounted.\*

Duals are recommended for sandy soils or where a broad distribution of tractor weight is desired, including when driving sideways on slopes greater than 20 degrees (not to exceed 30 degrees).

Duals are only one of numerous considerations for safety on slopes; speed, terrain, irregularities, and stopping the unit are other serious factors to consider for safe operation of the tractor.

\* Recommended tire pressure for dual wheels can be found in the 4500 operator manual and also on the sticker inside of the hood



Shown with Standard Tires

TRACTOR COMPATIBILITY KEY:



500 Venture Drive  
Orrville, OH 44667  
1.866.836.8722

Fax: 330.683.0000  
www.ventrac.com  
info@ventrac.com



**VENTRAC**

**WINTER CAB**  
**KW452**

# WINTER CAB

|                                      |                   |
|--------------------------------------|-------------------|
| <b>Model</b>                         | <b>KW452</b>      |
| Stock Code                           | 70.2014           |
| <b>Windshield Wiper</b>              | <b>Standard</b>   |
| Mounts On                            | Standard Roll Bar |
| <b>Easy Access Panel to Switches</b> | <b>Standard</b>   |
| Front & Rear Work lights             | Standard          |
| <b>Maximum Slope with Cab</b>        | <b>10° (18%)</b>  |

## Dimensions

|  |                        |
|--|------------------------|
| <b>Overall Height</b>                                    | <b>74 in. (188 cm)</b> |
| Overall Length   | 59 in. (150 cm)        |
| <b>Overall Width</b>                                     | <b>50 in. (127 cm)</b> |
| Weight   | 385 lbs. (174 kg)      |
| <b>Height (installed on power unit)</b>                  | <b>81 in. (206 cm)</b> |
| Height with Strobe Beacon (installed on power unit)      | 86 in. (219 cm)        |
| <b>Length (installed on power unit w/standard hitch)</b> | <b>92 in. (234 cm)</b> |
| Turning Radius (cab installed on power unit)             | 68 in. (173 cm)        |

## Optional Accessories

|   |                   |
|---|-------------------|
| Mirror Kit                                    | 70.2006-4         |
| <b>Defrost Fan Kit</b>                        | <b>70.2006-6</b>  |
| Strobe Light Kit                              | 70.8161           |
| <b>Hazard Lights Kit</b>                      | <b>70.8162</b>    |
| Windshield Washer Kit                         | 70.8148           |
| <b>Heater Kit for Kubota tractors (4500Y)</b> | <b>70.2014-51</b> |
| Heater Kit for Kawasaki tractors (4500P)      | 70.8137           |
| <b>Heater Kit for Kubota tractors (4500Z)</b> | <b>70.2014-53</b> |
| Lift Sling                                    | 47.0381           |

All specifications subject to change without notice or obligation



Designed to fit the Ventrac 4520 & 4500 tractors, the KW452 Cab offers exceptional visibility, while providing the operator with protection and comfort in many weather conditions.

### NOTE:

- A.** The KW452 weather cab cannot be used with the Ventrac KH500 Versa-Loader or RV602 Collection Vacuum.
- B.** Do not operate on slopes over 10° when cab is installed.

### STANDARD FEATURES

- Dual Port USB Outlet for Device Charging
- Optional windshield washer kit available
- Operator Controls and Fuse Positioning for easier access
- Intermittent Windshield Wiper Function
- Rear Vent with Optional Wiper Function
- Roof Design to channel water away from side windows and any rear mounted accessories like the SA250
- Better headroom clearance for operator
- Improved hazard light kit
- Breakaway LED strobe
- All heater kits now come standard with radiator baffle for improved heat output
- Simplified heater installation
- Simplified integrated lift points



Dual Port USB Outlet  
for device charging

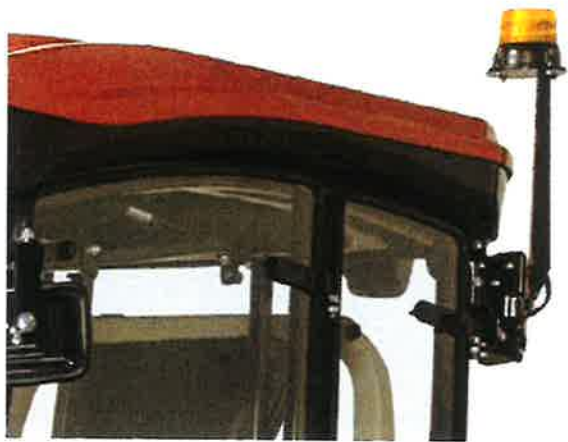
Easy Access to Switches and Fuse Panel



Exceptional Visibility and Interior Room



LED Work Lights, 2 Front and 1 Rear



Fully Sealed, Breakaway Mounted Optional Strobe Beacon



Better Headroom Clearance



3 Window Latches for Ventilation



Optional Defrost Fan





**VENTRAC**



**VENTRAC**

**V-BLADE**

**SE530**

# V-BLADE

Model SE530

## Optional Accessories

|                                  |         |
|----------------------------------|---------|
| 6" Ext. SE Kit                   | 70.8247 |
| SE Polyurethane Edge 6" Ext. Kit | 70.8249 |
| SE Snow Containment Flap Kit     | 70.8250 |
| SE Polyurethane Edge Kit         | 70.8248 |

## Dimensions

|   |                        |
|---|------------------------|
| Length                                  | 33 inches (84 cm)      |
| Width                                   | 53.125 inches (135 cm) |
| Height                                  | 23.5 inches (60 cm)    |
| Width, Wings Swept Back                 | 47.5 inches (121 cm)   |
| Width, Wings Swept Forward              | 48.875 inches (124 cm) |
| Blade Wing Angle (Forward and Backward) | 30 Degrees             |

All specifications subject to change without notice or obligation



## HYDRAULICALLY ANGLE EITHER WING



The 53.125-inch wide Ventrac SE530 V-Blade maximizes efficiency with the ability to quickly change from V-plow to scoop to straight blade, all from the convenience of Ventrac's exclusive S.D.L.A. Control System. With a 47.5" V width, the SE530 is ideal for walks and areas that larger blades are unable to plow.

Standard features include hydraulically activated wing cylinders, mechanical trip, adjustable cast iron skid shoe discs, reversible high carbon hardened steel cutting edges, and a center shoe for gliding over rough terrain. Pivot points are fully greasable to ensure proper operation, even in the worst environments.



# VENTRAC

## V-PLUS WARRANTY

All new Ventrac tractors and attachments purchased in the United States and Canada are covered by Ventrac's V-Plus Warranty, so you can purchase with confidence! Under the V-Plus, we will repair, replace, or adjust any part manufactured by Venture Products, Inc. that is defective in material and/or workmanship.

### 2-Year Commercial Limited Warranty

SSV/3000/4000 series tractors and attachments

- 2 years with **unlimited** hours

### Engine Warranty\*

Covered by engine manufacturer

- Briggs 3/LC = 2-year w/ 3rd major parts only
- Briggs V-twins = 3-year
- Kawasaki V-twins = 3-year
- Kubota 3 cylinder = 2-year or 2000 hours\*\* with 3rd year major parts only or 3000 hours\*\*

\*Please refer to the engine manufacturer's warranty statement included in your owner's manual.

\*\* Whichever occurs first

### Exclusions

Replacement parts - limited to 90 days



### Limitations and Conditions

Ventrac equipment, including defective parts, must be returned to your authorized Ventrac dealer within the warranty period. The warranty extends to the cost to repair or replace (as determined by V.P.I.) the defective part. The expense of pickup and delivery of equipment, service call drive time or any transportation expense incurred for warranty repair is the responsibility of the owner. Proof of purchase may be required. Warranty work must be completed by an authorized Ventrac dealer.

This warranty extends only to Ventrac turf equipment operated under normal conditions and properly serviced and maintained. The warranty does not cover repair of damage due to normal use, wear and tear, maintenance services, repair of damage related to abuse, neglect, accident or use of the turf equipment which is not in accordance with operating instructions in the operator's manual, or damage resulting from repair of Ventrac turf equipment by person or persons other than an authorized Ventrac service dealer or the installation of parts other than genuine Ventrac parts or Ventrac recommended parts.



# Pricing Quote

Quote #: 108438-1001  
 Contract #: 112624-TTC

Date Quoted: October 13, 2025  
 Quote Expires: November 13, 2025

### Prepared For:

Mark Blackburn  
 City of Bellevue

### Prepared By:

Ty's Outdoor Power & Service - Gretna  
 Jason Mackling  
 21611 Platteview Rd  
 Gretna, NE 68028  
 Phone: 402.981.8659

Customer's Sourcwell Membership ID: 1276

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

| QTY | Model #          | Description  | Sourcwell | Total     |
|-----|------------------|--|-----------|-----------|
| 1   | 4520N (39.51225) | Ventrac Tractor: KN, 4520N Kubota WG972 EFI<br><i>Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs</i> | 31,138.80 | 31,138.80 |
| 1   | 70.4161          | Accessory: 12V SWITCH & PLUG Kit, 12V Front 4520/4500  | 356.40    | 356.40    |
| 1   | 70.4164          | Accessory: DUAL FRONT HYD AUX Kit, Dual Front Hyd Aux 4520/4500  | 572.00    | 572.00    |
| 1   | 70.4067          | Accessory: DUAL WHEEL KIT Kit, Duals Field Trax Black  | 1,491.60  | 1,491.60  |
| 1   | 70.4140          | Accessory: DIGITAL SLOPE GAUGE Kit, Slope Indicator  | 404.80    | 404.80    |
| 1   | 70.4167          | Accessory: HEATED SUSPENSION SEAT Kit, Heated Suspension Seat 4500/4520  | 875.60    | 875.60    |
| 1   | 47.0452          | Accessory: ARM REST Kit, Armrest, Kit Suspension Seat 4500/4520  | 167.20    | 167.20    |
| 1   | KW452 (70.2014)  | Accessory: CAB Cab, KW452 for 4500/4520  | 7,876.00  | 7,876.00  |
| 1   | 70.2006-4        | Accessory: Kit, Mirror   | 145.20    | 145.20    |
| 1   | 70.8162          | Accessory: Kit, Cab Hazard Lights  | 475.20    | 475.20    |
| 1   | 70.8161          | Accessory: Kit, Cab Strobe Light   | 360.80    | 360.80    |
| 1   | 70.8148          | Accessory: Kit, Cab Windshield Washer  | 237.60    | 237.60    |
| 1   | 70.2006-6        | Accessory: Kit, Defrost Fan  | 255.20    | 255.20    |
| 1   | 70.2014-51       | Accessory: CAB HEATER KIT 4500/4520 Y&Z Kit, KW452 Heatr Install 4500/4520 N,Y&Z   | 334.40    | 334.40    |
| 1   | SE530 (39.55275) | Attachment: V-BLADE SE, SE530 V-Blade  | 4,250.40  | 4,250.40  |
|     |                  |  | Subtotal  | 48,941.20 |

|               |                |
|---------------|----------------|
|               | <b>CHARGES</b> |
| Setup Charges | +1,421.00      |
| TOTAL USD \$  | 50,362.20      |

**TY's**  

---

**OUTDOOR**  
**POWER & SERVICE**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# VENTRAC



Prepared For:

Mark Blackburn  
City of Bellevue

Sold & Serviced by:

Ty's Outdoor Power & Service - Gretna  
Jason Mackling  
21611 Platteview Rd  
Gretna, NE 68028  
Phone: 402.981.8659



**VENTRAC**

**V-BLADE**

**SE530**

# V-BLADE

Model SE530

## Optional Accessories

|                                  |         |
|----------------------------------|---------|
| 6" Ext. SE Kit                   | 70.8247 |
| SE Polyurethane Edge 6" Ext. Kit | 70.8249 |
| SE Snow Containment Flap Kit     | 70.8250 |
| SE Polyurethane Edge Kit         | 70.8248 |

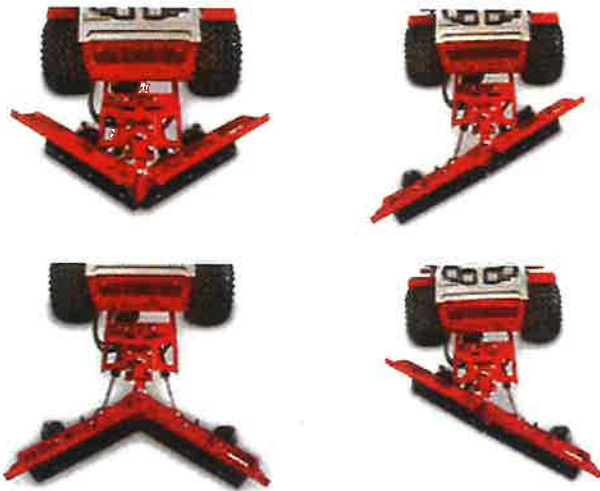
## Dimensions

|   |                        |
|---|------------------------|
| Length                                  | 33 inches (84 cm)      |
| Width                                   | 53.125 inches (135 cm) |
| Height                                  | 23.5 inches (60 cm)    |
| Width, Wings Swept Back                 | 47.5 inches (121 cm)   |
| Width, Wings Swept Forward              | 48.875 inches (124 cm) |
| Blade Wing Angle (Forward and Backward) | 30 Degrees             |

All specifications subject to change without notice or obligation



## HYDRAULICALLY ANGLE EITHER WING



The 53.125-inch wide Ventrac SE530 V-Blade maximizes efficiency with the ability to quickly change from V-plow to scoop to straight blade, all from the convenience of Ventrac's exclusive S.D.L.A. Control System. With a 47.5" V width, the SE530 is ideal for walks and areas that larger blades are unable to plow.

Standard features include hydraulically activated wing cylinders, mechanical trip, adjustable cast iron skid shoe discs, reversible high carbon hardened steel cutting edges, and a center shoe for gliding over rough terrain. Pivot points are fully greasable to ensure proper operation, even in the worst environments.





# Pricing Quote

Quote #: 108443-1001  
Contract #: 112624-TTC

Date Quoted: October 13, 2025  
Quote Expires: November 13, 2025

**Prepared For:**

Mark Blackburn  
City of Bellevue

**Prepared By:**

Ty's Outdoor Power & Service - Gretna  
Jason Mackling  
21611 Platteview Rd  
Gretna, NE 68028  
Phone: 402.981.8659

Customer's Sourcewell Membership ID: 1276

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

| QTY | Model #          | Description                              | Sourcewell          | Total           |
|-----|------------------|--|---------------------|-----------------|
| 1   | SE530 (39.55275) | Attachment: V-BLADE<br>SE, SE530 V-Blade | 4,250.40            | 4,250.40        |
|     |                  |  | <b>TOTAL USD \$</b> | <b>4,250.40</b> |



\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16i.  
11/4/2025

|   |  |   |  |
|---|--|---|--|
| COUNCIL MEETING DATE: 11/4/25           |  | SUBMITTED BY: Police                          |  |
| AGENDA ITEM:                            | CONSENT AGENDA <input type="checkbox"/>              | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/>                   | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input type="checkbox"/>     | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/>                |  |

SUBJECT:

Approve and authorize the Mayor to sign the Harley-Davidson Police Motorcycle Lease.

SYNOPSIS/BACKGROUND:

The Police Department's previous lease for the six (6) 2020 model year Harley-Davidson police motorcycles from Dillon Brothers Harley-Davidson expired August 31st, 2025. Not having new motorcycles in stock when the contract expired, both parties agreed to a month to month agreement through September and October. Now that the six (6) new police motorcycles have arrived, the Police Department is seeking approval for a four year lease for he motorcycles from Dillon Brothers Harley-Davidson.

FISCAL IMPACT: \$109,440 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Dillon Brothers Harley-Davidson 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: 6350 ACCOUNT NUMBER: \_\_\_\_\_

RECOMMENDATION:

Approve and authorize the Mayor to sign the Harley-Davidson Police Motorcycle Lease Agreement with Dillon Brothers Harley-Davidson to lease six (6) police motorcycles until October 31st, 2029, in an amount not to exceed \$109,440.

ATTACHMENTS:

1. Harley-Davidson Police Motorcycle Lease Agreement 2. \_\_\_\_\_ 3. \_\_\_\_\_  
4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*Joseph Hillis*  
*[Signature]*

# HARLEY-DAVIDSON POLICE MOTORCYCLE LEASE AGREEMENT

THIS AGREEMENT (“Lease”) made and entered into between DILLON BROTHERS HARLEY-DAVIDSON, INC., (“Lessor”), and CITY OF BELLEVUE (BELLEVUE POLICE DEPT) designated as a Lessee, this 24<sup>TH</sup> day of OCTOBER 2025 for the purposes of leasing SIX Harley-Davidson motorcycles to the Lessee under the following terms and conditions:

1. EQUIPMENT.

The leased equipment shall consist of six (6), 2025 Harley-Davidson police solo motorcycle(s) model FLHTP. These units will be ordered and will replace the current motorcycles being leased. Current bikes will be returned to the Lessor when new bikes are supplied and prepped for duty.

2. AGREEMENT TERM.

This Agreement shall be effective as of the date of delivery for a period of 4 years. Motorcycle(s) leased under this Agreement are to be used for police and law enforcement activities only.

3. RENT PAYMENT AND MILEAGE AGREEMENT.

Lessee shall pay rent for the entire term of this Agreement in the amount of \$27,360.00 per year for a total of \$109,440 for the 48-month term of the lease. Payment shall be due and payable by the Lessee to the Lessor on 11/1/2025 and on November 1 of subsequent years. Payments include the cost of the equipment, payment of interest, and administrative costs less the residual value of the motorcycle(s). The maximum mileage allowed for each motorcycle is 30,000 miles and Lessee shall pay, as excess of the above-referenced limit for each motorcycle, \$.45 per mile, which shall be due and payable at the end of the lease term.

4. INSURANCE.

Lessee shall insure each motorcycle with Public Liability and Property Damage insurance sufficient to protect the full value of the equipment and to protect the Lessor from liability in all events. The policy shall provide liability coverage with no less than a one million combined single limit with a carrier and other terms which are acceptable to Lessor. The Lessee shall carry Workman’s Compensation Insurance covering all employees working on, in, near, or about the motorcycle(s) and shall require any other person working on, in, near, or about the motorcycle(s) to carry such coverage.

The Lessor shall be included on the insurance policies as a named insured and loss payee. The Lessee shall furnish to the Lessor certificates or other satisfactory

evidence of all insurance coverages described above as required by the terms and conditions of the Agreement.

5. INDEMNITY

The Lessee shall and does hereby agree to indemnify and hold the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the motorcycle(s) including, but not limited to, injuries causing any form of personal injury, property damage and/or death, but shall be credited with any amounts received by the Lessor from liability insurance proceeds secured by the Lessee. Such indemnification shall include all costs and expenses, including attorney’s fees incurred by the Lessor in connection with any suits, actions or claims.

6. LIENS.

The Lessee shall not directly or indirectly create, incur or allow any security interest, mortgage, pledge, lien, charge, encumbrance or claim to arise against the equipment. Lessee shall promptly, at its own expense, take such actions as may be necessary to duly discharge any such security interest, mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time.

7. TAXES.

The Lessee shall comply with all laws and shall pay all taxes, if any, including, but not limited to, Sales and Use Taxes, Excise Taxes, Personal Property Taxes and Assessments and Penalties, Licenses, Registration Fees, Freight and Transportation charges, Permits and any similar charges imposed on the ownership, possession or use of the motorcycle(s) during the term of this Agreement.

8. CARE AND USE OF EQUIPMENT.

The Lessee, at its sole cost and expense, shall maintain the motorcycle(s) in good operating condition, repair and appearance, and protect them from deterioration other than normal wear and tear. All maintenance shall be performed by the Lessor per Harley-Davidson’s recommended service intervals. All repairs shall be made by Lessor at Lessee’s cost. The Lessee shall use

the motorcycle(s) for police and law enforcement activities only, without abuse, and in a manner contemplated by Lessor. Lessee shall not make any modifications, alterations or additions to the motorcycle(s) (other than normal operating accessories or controls) without the written consent of Lessor, which shall not be unreasonably withheld. Lessor shall have the right during normal hours to enter upon the premises where the motorcycle(s) is/are located in order to inspect, observe or otherwise protect its interest and the Lessee shall cooperate in affording it the opportunity to do the same. The Lessee agrees to maintain the motorcycle(s) pursuant to the Manufacturer's Standard Preventive Maintenance Contract and/or Recommendations.

9. DAMAGE OR DETERIORATION OF EQUIPMENT.

In the event the equipment is partially damaged or destroyed prior to the end of the Agreement Terms, the Lessee will promptly have equipment repaired and restored to its original condition and working order. As noted, all repairs shall be made by Lessor at Lessee's standard pricing.

10. EVENTS OF DEFAULT AND REMEDIES.

Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events of default:

- a. Lessee fails to make any payment, or to pay any other payments required to be paid hereunder, or
- b. Lessee fails to perform or comply with any other term, covenant or condition contained herein.

In the event of any default of this Agreement and Lessee shall fail to remedy such event of default within ten (10) days of the dispatch of a notice of default by Lessor, then Lessor or its assigns shall have the right, at Lessor's option, without any further demand or notice, to pursue any one or more of the following remedies:

- a. Re-enter and take possession of the equipment or terminate this Agreement, and repossess the equipment and sell or lease the equipment for the account of Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder; and
- b. Take any other action available in law or in equity under Nebraska law in order to enforce the rights and obligations of Lessor in connection with this Agreement. Any of the foregoing remedies are cumulative and shall not be deemed to be mutually exclusive and shall not require Lessor to pursue and one or more remedies before pursuing and others.

11. DISPOSITION OF EQUIPMENT.

Upon termination of this Lease Agreement, at the end of the 48-month period, Lessee will not have the option of purchasing the 2020 Harley-Davidson Motorcycle(s)

SK

covered by this Agreement. In the event Lessee is allowed to purchase any one or more of the motorcycles covered by this Agreement, then Lessee shall be required to execute any and all sales documentation which is customarily utilized Lessor in connection with its sales operations. The purchase, if applicable, will be consummated at the end of the Lease Agreement term.

12. OPTION TO EXTEND.

Lessee shall have the further option to extend this lease for 2 additional years, each such option of which must be exercised within 60 days of the expiration of each term. Upon each renewal, the parties shall agree upon the quantity of motorcycles, and if the parties are unable to agree on the quantity, then the quantity specified in the first term of this Agreement shall control.

13. ADDITIONAL TERMS

The Lessee is responsible for buying and installing Lessee's police equipment (lights, sirens, etc).

Bikes to have Stage 1 exhaust installed to match the setup Lessor provided to Omaha Police Fleet.

Lease vehicles to be titled using Standard Retail Installment Contract and Security Agreement with Dillon Brothers Harley-Davidson noted as security lien holder.

Excess mileage \$.45/mile. All service & repairs to be performed a Dillon Brothers Harley-Davidson. Lease amount includes 1,000 mile break-in service and subsequent services on 5,000 mile intervals. Brake flush service to be included in this lease as well. Tires to be replaced on case by case basis. Lessee agrees to maintain proper tire pressure on all units. Bellevue Police Department is responsible for all damage incurred to units.

CITY OF BELLEVUE (BELLEVUE POLICE DEPT)  
Lessee

By \_\_\_\_\_

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

DILLON BROTHERS HARLEY-DAVIDSON, INC.,  
Lessor

By MLB / MLBISCHOF

Date: 10/24/25

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16j.  
11/4/2025

|   |  |   |  |
|---|--|---|--|
| COUNCIL MEETING DATE: 11/04/2025        |  | SUBMITTED BY: Public Works                    |  |
| AGENDA ITEM:                            | CONSENT AGENDA <input type="checkbox"/>              | SPECIAL PRESENTATION <input type="checkbox"/> |  |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/>                   | PUBLIC HEARING <input type="checkbox"/>       |  |
| RESOLUTION <input type="checkbox"/>     | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/>                |  |

SUBJECT:

Approve the Pipeline Easement Agreement with Trailblazer CO2 Pipeline, LLC

SYNOPSIS/BACKGROUND:

Trailblazer CO2 Pipeline, LLC, which is affiliated with Tallgrass Energy, seeks a permanent easement on City property for the purpose of constructing and operating a pipeline to transport carbon dioxide as part of a 436-mile pipeline extending from northeast Colorado to Gage County, Nebraska. The sought-after permanent easement is located south of Payne Drive and east of the Missouri River, as depicted on Exhibit A attached to the Pipeline Easement Agreement.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Pipeline Easement Agreement with Trailblazer CO2 Pipeline, LLC

ATTACHMENTS:

|                                |                         |                         |
|--------------------------------|-------------------------|-------------------------|
| 1. Pipeline Easement Agreement | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text"/>        | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

*Shirley B. [Signature]*

FINANCE APPROVAL AS TO FORM:

*[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM:

*Jimmy T. [Signature]*

**Prepared by:**  
Tallgrass Energy  
Attn: Land & ROW  
370 Van Gordon St.  
Lakewood, CO 80225

**SI-NE-SR-508.000**

## **PIPELINE EASEMENT AGREEMENT**

**THIS PIPELINE EASEMENT** (“Agreement”) is made this \_\_\_ day of November, 2025, from **The City of Bellevue, a municipal corporation of the State of Nebraska**, whose mailing address is **1500 Wall St., Bellevue, NE 68005** (“Grantor” whether one or more), to **Trailblazer CO2 Pipeline, LLC, a Delaware limited liability company**, whose mailing address is **370 Van Gordon Street, Lakewood, Colorado 80228** (“Grantee”). The parties agree as follows:

1. Grant. For and in consideration of Twenty-Five Thousand and No Dollars (\$25,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells, conveys and warrants unto Grantee, its successors and assigns, a perpetual exclusive easement to survey (including, but not limited to, civil, environmental, geotechnical, and cultural surveys), construct, maintain, clear, inspect, test, upgrade, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, patrol by air or surface, protect, abandon in place or remove (including as provided in Section 6), one pipeline, and all related equipment and appurtenances, below and/or above ground, necessary or convenient for the transportation or transmission of carbon dioxide and any associated substances, products, derivatives, combinations, or mixtures thereof, including but not limited to, meters, regulators, valves, launchers/receivers, vent pipes, line markers, taps, rectifiers, alternating current mitigation, cathodic protection equipment, no more than one buried fiber optic communication line for the pipeline, buried electric lines and appurtenances for the pipeline, including fences or enclosures for the aforesaid appurtenances (the pipeline together with such appurtenances are collectively referred to herein as, the “Pipeline” and the foregoing rights and those provided to Grantee hereunder are collectively referred to herein as the “Easement Rights”), in, on, over, under, or through the real property situated in Sarpy County, State of Nebraska, being described as follows:

A portion of the Northeast Quarter (NE1/4) and the Northwest Quarter (NW1/4) in Section Six (6), Township Thirteen (13) North, Range Fourteen (14) East of the 6th P.M., Sarpy County, Nebraska as described in Deed dated January 10, 1985, and recorded in Book 160, Page 829, Deed Records of Sarpy County, EXCEPT that portion described in Warranty Deed dated January 12, 1988, recorded in Instrument No. 88-00346, Deed Records of Sarpy County, Nebraska.

2. Easement Location. The real property subject to the Easement Rights (the "Easement Lands") is comprised of a permanent easement area thirty feet (30') in width (the "Permanent Easement Area") and a temporary easement area of an additional zero feet (0') in width (the "Temporary Easement Area") as each is more generally described and/or depicted on Exhibit "A." Grantee may record this Agreement with a civil survey or a sketch as Exhibit "A" more generally depicting the location of the right-of-way and the route of the Pipeline across Grantor's property. If a sketch is utilized, upon or before completion of the construction of the Pipeline, Grantee shall (i) prepare and provide to Grantor a civil survey (the "Civil Survey") depicting the location of the Permanent Easement Area, and (ii) prepare, execute, and record in the real property records a notice that such Civil Survey is substituted for the sketch, with all references herein to the Easement Lands thereafter referring to the Easement Lands as described and depicted in the Civil Survey attached to such notice. Grantee shall furnish Grantor with a copy of the recorded notice.

In the event the Pipeline is constructed and the centerline of such Pipeline, as constructed, is in a different location than contemplated by Exhibit "A" Grantor and Grantee hereby agree that the width and/or location of the Permanent Easement Area as identified on Exhibit "A" will be modified as necessary in Grantee's reasonable discretion to facilitate the width as contemplated herein and the relative location of the Pipeline within the Permanent Easement Area (such as constructed location shall constitute the Permanent Easement Area for purposes of this Agreement). Where the Pipeline is installed via Horizontal Directional Drill, the final Permanent Easement Area shall be fifteen feet (15') each side of the Pipeline as actually drilled.

3. Use. The Grantor reserves the right to cultivate, use and occupy the Easement Lands for any purpose consistent with the rights and privileges herein granted and which, in the judgment of the Grantee, will not interfere with or endanger any of the Pipeline facilities therein or otherwise impair the use by Grantee, its agents and/or contractors of such Pipeline facilities and/or the Easement Lands. Grantor shall not, nor shall it allow others acting by or through Grantor to, excavate or otherwise alter the ground elevation or grade, remove any soil, construct or place any obstructions, buildings, improvements, fences, engineering works, utilities, roads, or structures, impound any water, affect the lateral or subjacent support of the Pipeline, or plant any trees, or shrubs (collectively, the "Prohibited Items") on, through, under, or upon the (i) Easement Lands until termination of the temporary easements and (ii) the Permanent Easement Area thereafter, without the prior written consent of Grantee in each case, which consent shall not be unreasonably withheld. If any Prohibited Items are placed upon the Easement Lands without Grantee's prior written consent, Grantee shall have the right, but not the obligation, to (a) enter and remove any such Prohibited Items upon thirty (30) days' notice to Grantor, at Grantor's cost, or (b) notify and require Grantor, at Grantor's cost, to remove any such Prohibited Items within thirty (30) days' notice or as soon as reasonably practicable. The Grantee shall have the right of ingress and egress and the right and obligation to improve existing or build new access roads over the Easement Lands and the right to install gates in fences and driveway culverts that cross the Permanent Easement Area, all in order that the Grantee may access the Permanent Easement Area

and exercise the Easement Rights. Grantor, on behalf of itself and Grantor's affiliates, heirs, and assignees, expressly agrees to the location of the Pipeline.

4. Term. Grantee's Easement Rights within the Permanent Easement Area shall be in perpetuity unless the Easement Rights are released by Grantee filing a formal release of the applicable Easement Rights in the county land records. Grantee's Easement Rights within the Temporary Easement Area shall expire upon completion of the pipeline construction and restoration of the Easement Lands, provided, however where the route of the Pipeline to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways, or other areas reasonably requiring extra workspace, Grantee may use such portion of the Grantor's property along and adjacent to the Permanent Easement Area as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Pipeline, in which event Grantee shall pay Grantor for all actual documented damages caused by Grantee's use of said extra workspace.

Except as provided for herein, should Grantee fail to commence construction of the Pipeline on the Easement Lands by the date that is two (2) years from the date of Grantor's execution of this Agreement (the "Outside Date"), then, at any time prior to the commencement of construction on the Easement Lands, Grantor shall have the right to terminate the Easement Rights, upon Grantor providing Grantee written notice that construction of the Pipeline did not commence on the Easement Lands prior to the Outside Date (the "First Termination Notice"). Notwithstanding the foregoing, Grantee, at any time before ninety (90) business days after Grantee's receipt of the written First Termination Notice, shall have the one-time right, but not the obligation, to extend the Outside Date for an additional one (1) year from the date of the Termination Notice (the "Extended Outside Date") by making an additional payment to Grantor in the amount of one hundred percent (100%) of the initial payment paid to Grantor for the Permanent Easement Area (the "Extension Consideration"), in which case this Agreement and the Easement Rights shall continue in full force and effect and shall not terminate. If Grantee pays to Grantor the Extension Consideration and Grantee does not commence construction of the Pipeline prior to the Extended Outside Date, then, at any time prior to the commencement of construction on the Easement Lands, Grantor shall have the right to terminate this Agreement and the Easement Rights, upon Grantor providing Grantee written notice that construction of the Pipeline did not commence on the Easement Lands prior to the Extended Outside Date.

If at any time after Grantee constructs and commences operation of the Pipeline, should Grantee fail to flow product through the Pipeline for a period of sixty (60) consecutive months, the Easement Rights shall terminate and revert to Grantor, Grantor's heirs, legal representatives, and assigns. Upon termination of the Easement Rights pursuant to the paragraph, Grantee shall file in the county land records a release of the Easement Rights and the Easement Rights shall revert to Grantor.

5. Depth of Cover. Grantee agrees that the underground portions of the Pipeline will be constructed with at least forty-eight inches (48") of soil cover. In areas containing rock the minimum cover shall be forty-eight inches (48").

6. Restoration and Compensation. Except as otherwise provided for in this Agreement (including, but not limited to, Grantee's restoration obligations), Grantee has compensated Grantor for damages associated with its use of the Easement Lands and initial installation of the Pipeline (and related activities) (the "Initial Damages"). No successor, heir, or

assign of Grantor or purchaser of all or any part of the Easement Lands shall be entitled to additional payment of said Initial Damages compensation already remitted to Grantor. Grantor agrees to accept the aforementioned consideration on behalf of Grantor, Grantor's successors in interest, and any current or future tenant ("Tenant") of Grantor, and to take full responsibility for compensating Grantor's Tenant for any damage or loss that is owed to the Tenant as a result of this conveyance and the Grantee's exercise of the Easement Rights. Except as set forth in the following paragraph, by agreeing to accept Grantee's consideration, Grantor agrees to indemnify and hold harmless the Grantee, its parent companies, affiliates and subsidiaries, and their officers, agents, and employees, from any claim asserted by the Grantor's Tenant, Tenant's successor in interest, or Tenant's heirs, for compensation, restitution, crop loss, consideration, or damage of any kind that the Tenant, if any, may be lawfully entitled to as a result of this conveyance and Grantee's use of the Easement Rights.

Grantee agrees to pay Grantor for any and all additional actual physical damages which were not already paid to Grantor, including but not limited to those to: (i) fences, (ii) growing crops and timber which arise from the Grantee's use of the Easement Lands in connection with any such installation, and (iii) occasioned by any construction and future reconstruction, maintenance, operation, alteration, protection, inspection, moving, replacement, testing, repair, change in size, upgrade or removal of the Pipeline in the Permanent Easement Area. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to make any payment related to the removal of any Prohibited Items or payment for any damages caused by the negligence, recklessness, or willful misconduct of third parties or the Grantor or anyone acting on the Grantor's behalf. The term "timber" is defined as trees or wood grown for commercial sale.

Grantee shall restore the surface of the Easement Lands, as nearly as reasonably practicable and permissible, to its prior condition following any disturbance occasioned by construction or use of the Easement Lands by the Grantee, its contractors, or agents.

Grantee shall have the right to abandon and terminate all or any part of the Easement Rights granted herein by filing a release of same in the county records in favor of Grantor. In the event Grantee files a release of the Easement Rights, after the Pipeline is emptied, disconnected from other pipelines, and sealed, consistent with the requirements of 49 CFR § 195.402(c)(10), and is no longer intended to be used by Grantee to transport carbon dioxide or any other substance, Grantee, shall then at the option of Grantor, either: (i) at Grantee's sole expense, remove the Pipeline from the Easement Lands and reclaim and restore the affected Easement Lands; or (ii) abandon the buried portion of the Pipeline in place in accordance with all applicable regulations and laws. In the event that Grantee abandons all or part of the Easement Rights as provided for above, Grantee shall notify Grantor of such abandonment and Grantor shall have thirty (30) days following said written notice, to elect in writing whether to have the Pipeline removed as described in (i) above, and if no timely election is made then Grantee shall have the right to abandon the Pipeline in place as described in (ii) above. If Grantor elects option (i) above, removal of the Pipeline shall be completed within two (2) years following termination of the Easement Rights at Grantee's sole expense. For the avoidance of doubt, in the event Grantee elects to terminate the Easement Rights, Grantee shall have the right to use the Easement Lands to the extent and as may be required to remove the Pipeline.

Grantee shall have the right to abandon and terminate all or any part of the Easement Rights granted herein by filing a release of same in the county records in favor of Grantor. In the event Grantee files a release of the Easement Rights, after the Pipeline is emptied, disconnected from

other pipelines, and sealed, consistent with the requirements of 49 CFR § 195.402(c)(10), and is no longer intended to be used by Grantee to transport carbon dioxide or any other substance, Grantee shall abandon the buried portion of the Pipeline in place in accordance with all applicable regulations and laws. Grantor or Grantor's successor as the case may be, shall receive a one-time payment of \$150,000 from Grantee following such abandonment in place.

7. Title. By entering into this Agreement, Grantor warrants that Grantor is the sole fee owner of the Easement Lands herein described and that Grantor has the authority to convey the Easement Rights in the Easement Lands to the Grantee, the Easement Lands are free from any unrecorded liens and encumbrances that are senior to this Agreement that will affect Grantee's rights hereunder (except as otherwise disclosed by Grantor in writing to Grantee), and Grantor will warrant and defend title thereto against the lawful claims of all persons whomsoever.

8. Covenants Running with the Land: Assignment. This Agreement (as well as any Memorandum and Notice of Pipeline Location pursuant to Section 2) shall be recorded in the real property records where the Easement Lands are located, and the terms of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, personal representatives, and heirs. This Agreement and the Easement Rights may be freely assigned in whole or in part by either party, provided that any assignment by Grantor shall be made only to a subsequent owner of the fee interest in the lands subject to the Easement Rights granted herein.

9. Indemnification. Grantee hereby agrees to indemnify and hold Grantor harmless from and against third party loss for damage to persons or damages to property, to the extent said third party loss is caused by Grantee's use of the Easement Lands, excepting, however, any such loss arising in whole or in part due to the negligence or wrongful acts of Grantor, or its servants, agents, or invitees.

10. Notices. All notices required or permitted under this Agreement shall be given by overnight courier service, by registered or certified mail, postage prepaid, or by hand delivery, directed to the addresses at the beginning of this Agreement or at other address provided by such party.

11. Document Execution and Interpretation. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals. This Agreement shall be interpreted and enforced under the laws of the state where the Easement Lands are located. If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the Easement Lands, held to be illegal, void, or unenforceable, or to be in conflict with the law of that jurisdiction, the validity of the remaining provisions, or portion hereof, shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision to be held invalid. This Agreement together with exhibits incorporated herein by reference, if any, embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. Whenever the context of this Agreement requires, words used in the singular shall be construed to include the plural and vice versa and pronouns designating a particular gender shall be deemed to include and designate the masculine, feminine and neuter gender. This Agreement shall not be construed against either party in the event of an ambiguity or other dispute as to its interpretation. Grantor and Grantee

represent to one another that each has the power and authority to execute and deliver this Agreement and to perform its respective obligations under this Agreement and the person or persons signing for each party has been duly authorized by such party to do so. Should Grantor consist of more than one person or entity, they shall be jointly and severally liable under this Agreement. The paragraph headings that appear in this Agreement are for purposes of convenience of reference only and are not in any sense to be construed as modifying the substance of the paragraphs in which they appear.

12. Miscellaneous. In the event of any litigation, controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, or the breach hereof, or the interpretation hereof, the substantially prevailing party by judgment shall recover from the other party, reasonable expenses, attorneys' fees and costs incurred in connection therewith, or in the enforcement or collection of any judgment or award rendered therein. Time is of the essence herein. Grantor hereby agrees to execute and deliver all documents and take or forbear from all actions as may be reasonably necessary or appropriate to achieve the purpose of and to give full effect to this Agreement. Failure of any party hereto to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver for the future of any such provision.

Prior to Grantee exercising any rights granted herein and performing any activity on or accessing the Easement Lands, Grantee must obtain all applicable federal, state, and local permits, approvals, and authorizations necessary to construct and operate the Pipeline on the Easement Lands.

**TO HAVE AND TO HOLD** the Easement Rights unto the Grantee, Grantee's successors, assigns, personal representatives, and heirs forever.

\*\*\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\*\*\*



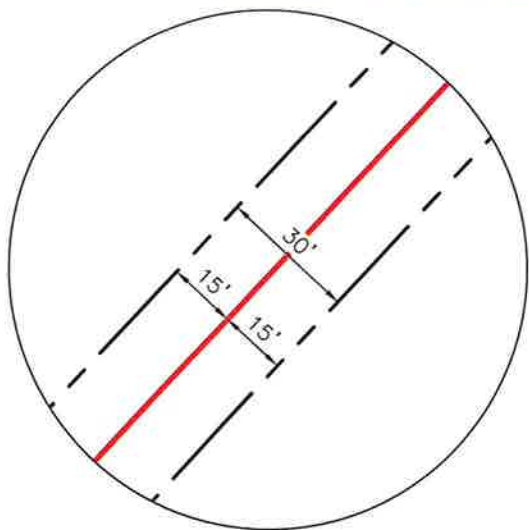


EXHIBIT "A"

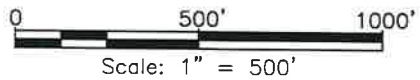
SEE ATTACHED

# EXHIBIT A

TAX LOT L2 OF SECTION 6, TOWNSHIP 13 NORTH, RANGE 14 EAST OF  
THE 6TH PRINCIPAL MERIDIAN, SARPY COUNTY  
STATE OF NEBRASKA



**DETAIL "A"**  
1" = 40'



THE TOTAL LENGTH OF THE PROPOSED EASEMENT CENTERLINE SHOWN HEREON IS 288.41 FEET (17.48 RODS).

THE TOTAL AREA OF THE 30-FOOT PERMANENT EASEMENT SHOWN HEREON IS 8,651 SQUARE FEET (0.20 ACRES).

○ THIS SYMBOL DOES NOT REPRESENT A MONUMENTED LINE. THIS SYMBOL ONLY DEPICTS A CHANGE IN DIRECTION.

—//— EXISTING PIPELINE

— PROPOSED CENTERLINE

□ PERMANENT EASEMENT

▨ TEMPORARY WORKSPACE

▩ ADDITIONAL TEMPORARY WORKSPACE

**NOTES:**

1. AUDUBON HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
2. THE LOCATION OF THE EASEMENT SHOWN HEREON IS BASED ON THE PROPOSED LOCATION OF THE PIPELINE.
3. THIS EXHIBIT IS NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.
4. FINAL WORKSPACE TO BE CONFIRMED UPON COMPLETION OF THE SURVEYS AND PRIOR TO CONSTRUCTION.

## TRAILBLAZER CO2 PIPELINE, LLC

**SI-NE-SR-508.000  
CITY OF BELLEVUE**

TAX LOT L2 OF SECTION 6, TOWNSHIP 13 NORTH,  
RANGE 14 EAST, 6TH P.M., SARPY COUNTY, NEBRASKA

SCALE 1" = 500'

DRAWN BY TA 10/01/25

REVISION

B

**audubon**  
3505 W Sam Houston Pkwy N, Houston, TX 77043 281.669.0590

**TALLGRASS**  
Leading Energy Solutions

SARPY COUNTY, NEBRASKA  
SIRE PIPELINE

SHEET

1 OF 1

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

|   |  |   |  |
|---|--|---|--|
| COUNCIL MEETING DATE: November 4, 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:

BPW 240802 PW26(6) Bellevue Entertainment District, Phase 1 Public Improvements

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works received Seven (7) bids for the 2026 Bellevue Entertainment District, Phase 1 Public Improvements Project on October 30, 2025 ranging from \$2,998,559.98 to \$3,548,353.05.

After the review of the bids received, the low, responsive, responsible bidder is Chas. Vrana and Sons in the amount of \$2,998,559.98.

FISCAL IMPACT: \$2,998,559.98 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Chas. Vrana and Sons INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION: BPW 240802 PW 26 (6) Bellevue Entertainment District, Phase 1 Public Improvements

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 240802 PW 26 (6) Bellevue Entertainment, District, Phase 1 Public Improvements

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: N/A

CIP PROJECT NAME: PW 26 (6) Entertainment District (Construction) CIP PROJECT NUMBER: PW 26 (6)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and the Mayor to execute the Notice of Award and approve the Agreement for the construction of the Bellevue Entertainment District, Phase 1 Public Improvements Project with Chas. Vrana and Sons in the amount of \$2,998,559.98 to be fully executed upon the receipt of the insurances and bonds by the Public Works Department.

ATTACHMENTS:

|   |                    |              |
|---|--------------------|--------------|
| 1. Bid Results/Engineers Recommendation | 2. Notice of Award | 3. Agreement |
| 4.                                      | 5.                 | 6.           |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures]*



October 31, 2025

City of Bellevue  
Attn: David Goedeken  
1510 Wall St,  
Bellevue, NE 68005

RE: Bellevue Entertainment District Phase 1 Public Improvements – Bid Opening  
Bellevue, NE  
Olsson Project No. 024-03706

On October 30, 2025 at 2:00 pm CST, the bid was publicly opened for Bellevue Entertainment District Phase 1 Public Improvements. Seven (7) bids were received from the following contractors: (i) Chas. Vrana & Son Construction Co.: \$2,998,559.98, (ii) Graham Construction, Inc: \$3,081,880.39 (iii) L.G. Roloff Construction Co. Inc.: \$3,138,963.04 (iv) RPL Utility, LLC: \$3,299,891.30 (v) K2 Construction: \$3,366,907.75 (vi) Valley Corporation: \$3,371,951.28 (vii) Tab Construction Co.: \$3,548,353.05.

Therefore, Olsson recommends that Chas. Vrana & Son Construction Co. with the low total bid of \$2,998,559.98 be awarded the contract to complete the work found in Bellevue Entertainment District Phase 1 Public Improvements. Please reference the attached bid tab for dollar amounts of the bids received.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brian Schuele". The signature is fluid and cursive, with a large initial "B" and "S".

**Brian Schuele, PE**  
*Engineer*

Encl: Bellevue Entertainment District Phase 1 Public Improvements – Bid Tabulation

**NOTICE OF AWARD**

Date of Issuance:

Owner: City of Bellevue Owner's Project No.:  
Engineer: Olsson Engineer's Project No.: 024-03706  
Project: Bellevue Entertainment District - Phase 1 Public Improvements  
Contract Name: Bellevue Entertainment District – Phase 1 Public Improvements  
Bidder: Chas. Vrana & Sons Construction Co.  
Bidder's Address: 4816 F Street, Omaha, NE 68117

You are notified that Owner has accepted your Bid dated October 30, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Bellevue Entertainment District – Phase 1 Public Improvements.

The Contract Price of the awarded Contract is \$2,998,559.98. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
- 3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Bellevue**  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Copy: Engineer

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Bellevue** (“Owner”) and **Chas. Vrana & Sons Construction Co.** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Sanitary, storm, and paving improvements for the Bellevue Entertainment District.**

## ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Bellevue Entertainment District - Phase 1 Public Improvements**

## ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Olsson (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

## ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **June 30, 2026** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 31, 2026.**
- 4.05 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

**ARTICLE 5—CONTRACT PRICE**

5.01 **OWNER SHALL PAY CONTRACTOR FOR COMPLETION OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE AMOUNTS THAT FOLLOW, SUBJECT TO ADJUSTMENT UNDER THE CONTRACT:**

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
- B. Total of Lump Sum Amount and Unit Price Work: (subject to final Unit Price adjustment).  
**Two million nine hundred ninety eight thousand five hundred fifty nine dollars and ninety eight cents. (\$2,998,559.98).**
- C. For all Work, in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. Bid Form
  4. General Conditions.
  5. Supplementary Conditions.
  6. Specifications as listed in the table of contents of the project manual.
  7. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: Bellevue Entertainment District Phase 1 Public Improvements.
  8. Drawings listed on the attached sheet index.
  9. Addenda (numbers 1 to 2, inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. None.
  11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner: City of Bellevue  
1500 Wall Street, Bellevue, NE 68005  
*(typed or printed name of organization)*

Contractor: Chas. Vrana & Sons Construction Co.  
4816 F Street, Omaha, NE 68117  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:  
Name: \_\_\_\_\_  
*(typed or printed)*  
Title: \_\_\_\_\_  
*(typed or printed)*

Designated Representative:  
Name: \_\_\_\_\_  
*(typed or printed)*  
Title: \_\_\_\_\_  
*(typed or printed)*

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

Oct 30, 2025

**Administration**

**Permits:**

**Planning:**

**Police:( See Attached)**

**Library: ( See Attached)**

**Fire: (See Attached)**

**Finance(See Attached)**

**Public Works(See Attached)**

CITY OF BELLEVUE  
ADMINISTRATION REPORT

October , 30, 2025

**Administration**

- Prairie Hills Farm Development meeting for NC3 project and infrastructure planning.
- United Cities meeting.
- Meeting with BPOA retirement committee.
- Meeting with project developers for Entertainment district.
- Samsara update meetings.
- City Insurance meetings.
- Meeting with Councilman Casey and McCaw regarding sidewalks.
- Meeting with Sen. Rountree for legislative issues.
- Inland Port Authority meeting.
- Platteview Expressway meeting with staff.
- Food Pantry meeting.
- Meeting with HBA for project review and update.
- Several meetings with citizens to solve concerns.
- Meeting with Finance – fraud compliance
- Benefit Consultant meeting
- Web site development meeting
- Finalize city insurance proposal.
- Meeting with department heads regarding operational issues.
- Meeting with Great Lakes development representative.
- Finalize Tall Grass easements with legal.
- Meeting with Planning and Finance to review city jurisdiction.
- Bellevue mayor's forum
- Inland Port Authority presentation from Omaha.

## Lisa Rybar

---

**From:** Tammi Palm  
**Sent:** Tuesday, October 28, 2025 11:51 AM  
**To:** Lisa Rybar  
**Subject:** Nov admin report

Here's what I have:

Permits:

- No report available this month due to workload

Planning:

- Staff attended fall NPZA conference
- Conducted a pre-app for a new multi family residential development.
- Continued work on the Bellevue/Papillion Housing Resiliency Plan

Best regards,

*Tammi Palm*

Planning Director  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
Office: (402) 293-3026  
Direct: (402) 293-3038  
Cell: (402) 515-6354

# ***BELLEVUE POLICE DEPARTMENT*** **MEMORANDUM**

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: October 2025 Directors Report

DATE: October 14, 2025



- 10/07 – City Council Meeting (AC Jashinske)
- 10/06 – 10/08 – Chief Clary attending Peace Officers Association of Nebraska Conference
- 10/14 – BPD Hosting Nebraska Association of Property and Evidence Conference
- 10/14 – Mayor’s Youth Council
- 10/21 – City Council Meeting (AC Jashinske)



We Influence The World!

## City of Bellevue

### Library

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

## M e m o

**To: Jim Ristow, City Administrator**

**From: Julie Dinville, Library Director**

**Date: 10/29/2025**

- The library is hosting a display by the Major Isaac Sadler-La Belle Vue Chapter of the DAR (Daughters of the American Revolution) until Nov. 8 commemorating the 250<sup>th</sup> anniversary of the United States in 2026. A special program celebrating the 250<sup>th</sup> anniversary will be held for children, starting at 9 a.m. on the 8<sup>th</sup>. As part of the display, there is also a station to sign cards thanking veterans for their service.
- The Friends of the Bellevue Public Library held their annual general meeting on Sunday, Oct. 26. This year the feature was "Let's Talk Books," with Kristine Woods, Reference Librarian, talking about new and popular books for all ages, books that would make good gifts for the holidays, and print and digital options for accessing books. About 25 persons attended the afternoon session. The Friends have also created crafting kits as a fundraiser, using pages from unwanted/unneeded donated books. Samples of the finished angel, Christmas ornament, pencil holder, and sturdy basket are on display in the library. Each kit is available for a \$5.00 donation to the Friends.
- Thirty-eight family members and friends attended the finale program by the participants of the fall Storytelling Club held at the library. During the nine-week program (which began in August), children learned public speaking and storytelling skills from volunteers of the Omaha Organization for the Purpose of Storytelling. The club was open to Grades 1-12 each Tuesday from 4:15 to 5:15 p.m.
- The Bellevue Public Library Advisory Board held a regular monthly meeting on Wednesday, Oct. 15. Among their agenda items, the Board continued to prepare for the accreditation process in 2026 by reviewing the Community Needs Plan established in the last accreditation cycle in 2019. Board members will consider goals for the plan that will be developed in 2026, following the categories from the Nebraska Library Commission: Economic Development and Jobs Training; Community Center/Lifelong Learning/Outreach; Community Needs – Technology/Digital Access and Skills.
- The library celebrated its first anniversary in the new location on Oct. 7 by handing out pens and magnets to patrons. The number of persons visiting the library in the past year increased by 19,000 as compared to the previous year with 146,611 visits recorded. The single highest daily count was the day the library re-opened at the new location when there were 1,195 visitors. Overall circulation increased for both physical items and digital items for the year. The number of library checkouts for physical items increased by over 17,000. Digital content borrowed increased by nearly 9,000 uses.
- Just in time for Halloween: Teens were given an opportunity to use their creativity to fashion an outfit for a 6-inch skeleton to display in the third annual Skeleton Show. The show is on view in the Teen area, and the public can vote online for their top choice with the winner receiving a gift card for their efforts.



# City of Bellevue Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

## Bellevue Fire Department Council Report

Report Date 10/26/2025

### A. General Items:

- QA/QI
- EMS committee meeting last week
- Chest pain committee meeting with UNMC next week
- Continuing to learn and modify ESO to meet our needs
- Waiting for the new paramedics to have state licenses issued so we can give them the protocol exam and get them started on ALS probation
- New training site construction should be completed by the end of November.
- Working on fire radio encryption.

### B. Training:

- Meeting this week to start discussion on EMS training topics for 2026
- Completed trench rescue will be tec rescue deployable in November.
- Abdominal trauma power point.
- Children's Hospital EMS training

### C. Inspections:

- Plan review 2500 BMC Dr CT Scan room.
- Remodel plan review 104 Galvin Rd.
- Plan review Repair of fire damage 7515 S. 25<sup>th</sup> St.
- Fire sprinkler line pressure test Gregg Road Apartments.
- Suppression hood plan review 1311 Fort Crook Rd.
- Fire sprinkler remodel plan review 2510 BMC Dr.
- Remodel plan review 4008 Twin Creek Dr. #108
- 

### D. Calls:

Fire – 113  
Rescue –364



## City of Bellevue

Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### **E. Ambulance Billing**

September 1-30, 2025

\$ 205,153.60 in claims sent to health insurance companies September 1-30, 2025 (231 insurance claims).

<\$ 92,319.12> approximate amount we will have to write off due to mandatory adjustments/write-offs  
(45% of \$205,153.60)

=====

\$ 112,834.48 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 96,744.18 deposited into the bank September 1-30, 2025

8,494.17 additional revenue in Credit/Debit/HSA card payments

=====

\$105,238.35 TOTAL September 1-30, 2025 rescue fee revenue

\$ 339,373.48 This figure represents the total "patient responsibility" balance due for the past 30-180 days.



# City of Bellevue Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

## F. Manpower Report Staffing

### Staffing Report from 9/29/2025 through 10/5/2025

|           |    |              |          |
|-----------|----|--------------|----------|
| Monday    | AM | Full         |          |
| Monday    | PM | Full         |          |
| Tuesday   | AM | Full         |          |
| Tuesday   | PM | Full         |          |
| Wednesday | AM | E1, T21, E31 | 3 Person |
| Wednesday | PM | T21, E31     | 3 Person |
| Thursday  | AM | T21, E31     | 3 Person |
| Thursday  | PM | Full         |          |
| Friday    | AM | Full         |          |
| Friday    | PM | Full         |          |
| Saturday  | AM | E1, E41      | 3 Person |
| Saturday  | PM | T21, E41     | 3 Person |
| Sunday    | AM | T21, E1, E41 | 3 Person |
| Sunday    | PM | T21, E1, E41 | 3 Person |

### Staffing Report from 10/6/2025 through 10/12/2025

|           |    |                   |            |
|-----------|----|-------------------|------------|
| Monday    | AM | Full              |            |
| Monday    | PM | Full              |            |
| Tuesday   | AM | E21, T31          | 3 Person   |
| Tuesday   | PM | Full              |            |
| Wednesday | AM | Full              |            |
| Wednesday | PM | Full              |            |
| Thursday  | AM | T31               | 3 Person   |
| Thursday  | PM | T31, E1           | 3 Person   |
| Friday    | AM | E1, E41           | 3 Person   |
| Friday    | PM | E41               | 3 Person   |
| Saturday  | AM | E1, E41 3 Person  | T21 Closed |
| Saturday  | PM | E1, T21, E31, E41 | 3 Person   |
| Sunday    | AM | T21, E41          | 3 Person   |
| Sunday    | PM | T21 3 Person      | M31 Closed |



# City of Bellevue

Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

## Staffing Report from 10/13/2025 through 10/19/2025

|           |    |                   |          |                      |
|-----------|----|-------------------|----------|----------------------|
| Monday    | AM | T31, E1           | 3 Person |                      |
| Monday    | PM | E1, T21, E31, E41 | 3 Person |                      |
| Tuesday   | AM | E41               | 3 Person |                      |
| Tuesday   | PM | T21, E41          | 3 Person |                      |
| Wednesday | AM | E1, T21, E41      | 3 Person |                      |
| Wednesday | PM | Full              |          |                      |
| Thursday  | AM | T31               | 3 Person |                      |
| Thursday  | PM | E41               | 3 Person |                      |
| Friday    | AM | E1, E41, T21      | 3 Person | T31 Closed           |
| Friday    | PM | E1, T31, E21      | 3 Person |                      |
| Saturday  | AM | E1, T31           | 3 Person | E41 Closed<br>NO EMS |
| Saturday  | PM | E1, T21, E31, E41 | 3 Person | NO EMS               |
| Sunday    | AM | T21, T31          | 3 Person | E1 Closed            |
| Sunday    | PM | E1, T31, E41      | 3 Person |                      |

## Staffing Report from 10/20/2025 through 10/26/2025

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

**Financials**

The City has filed a 2025-2026 Budget that balances anticipated revenues with spending.

**City of Bellevue  
Adopted Budget  
2025 – 2026**

|   |                              |
|---|------------------------------|
| <b>Forecasted Fund Balance (Cash) at 9/30/2025</b>    | <b>\$ 45,632,077.25</b>      |
| <b>Plus: FYE2026 Budgeted Revenues</b>                | <b><u>197,094,581.00</u></b> |
| <b>FYE2026 Budgeted Total Resources Available</b>     | <b>242,726,658.25</b>        |
| <b>Less: FYE2026 Budgeted Expenditures</b>            | <b><u>197,094,581.00</u></b> |
| <b>Budgeted Balance of Cash Reserves at 9/30/2026</b> | <b>\$ 45,632,077.25</b>      |
|   | <b>=====</b>                 |

The City currently has \$98,295,000.00 of outstanding debt (bonds). Of that amount, \$29,390,000.00 is related to the Bellevue Bay Waterpark project.

The City has the following cash balances as of 10/29/2025:

| <u>Fund Title</u>          | <u>Balance</u>          |
|----------------------------|-------------------------|
| General Fund               | \$ 27,264,312.49        |
| Wastewater                 | \$ 7,045,437.24         |
| Community Betterment       | \$ 4,820,297.81         |
| Economic Development LB840 | \$ 2,436,328.69         |
| Community Development      | \$ 0.23                 |
| Law Enforcement Trust      | \$ 226,391.17           |
| Federal Forfeitures        | \$ 81,769.66            |
| G.O. Bonds                 | \$ 10,799,244.90        |
| Total                      | <u>\$ 52,673,782.19</u> |



We Influence The World!

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

## Public Works Director's Report

October 30, 2025

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

### ***Public Works Administration:***

---

- Working with Consultant to develop PW Dept Strategic Plan
- 2025 Construction Projects Underway
- Reviewing and preparing projects for 2025/26 Budget Year
- Reviewing various Traffic concerns

### ***Engineering:***

---

- Various project management projects
  - 2025 Concrete Rehab Projects
  - Mission Ave Streetscape Project
  - Haworth Park and Bluff Street Lift Station Project
  - 2025 Asphalt Overlay Projects
- Planning and P&I plan review as needed
- Projecting 2026 Projects and getting Proposals for Engineering work

### ***Parks & Recreation:***

---

- Fall Recreation Programs beginning
- Playground Inspections and Mulching
- Tree Trimming and Removal as Needed
- Closing out Summer phase beginning Fall Phase

### ***Street Maintenance:***

---

- Repairing signs and facilities damaged in recent windstorms
- Pothole repairs
- Sign and signal repairs
- Summer maintenance operations closing, Fall maintenance beginning
- Concrete and asphalt repairs

***Waste Water:***

---

- Jetting
- Lift station inspections
- Projects let and awarded
  - CIPP Design Process
  - Bluff Street Lift Station plan
  - Haworth Park Lift Station plan review
- Prevent maintenance on vehicles and preparing for cold weather season

***Fleet:***

---

- Typical City vehicle maintenance
- Annual Maintenance of warm weather equipment
- Prepping equipment for Fall and Winter Usage
- Assisting departments in purchasing of Capital funded vehicles

***Building Maintenance:***

---

- Misc Painting jobs
- Typical maintenance all city facilities
- Winterizing Restrooms and all non-heated facilities