

Bellevue City Council Meeting

Tuesday, April 7, 2026 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Peggy Dunston, Bellevue Christian Center, 1400 Harvell Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. (*) Approval of the March 17, 2026 City Council Minutes.
 2. (*) Acknowledge receipt of March 26, 2026 Planning Commission Minutes.
 3. (*) Acknowledge receipt of the Complete Streets Annual Report. (Planning Director)
6. APPROVAL OF CLAIMS - April 7th
7. SPECIAL PRESENTATIONS:
 - a. Proclamation declaring April 13, 2025 as "Earth Day" in Bellevue, NE. (Councilman Preister)
 - b. Proclamation declaring April 25, 2025 as "Arbor Day" in Bellevue, NE. (Councilman Preister)
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4206: Request to rezone Lots 1 and 2, R & L Acres, being a replat of part of the Northeast 1/4 of the Northeast 1/4 lying North of La Platte Road, located in Section 29, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RA for the purpose of single-family residential development. Applicants: Kenneth L. & Rhonda L. Gearhart. General Location: 16402 S. 36th Street. (Planning Director)
 1. Small subdivision plat Lots 1 and 2, R & L Acres. **(No action required)**
 - b. Ordinance No. 4207: Request to amend Section 2.04, Zoning Ordinance, adding an agritourism definition, and Section 5.05.03, adding agritourism as a conditional use permit in the AG zoning district. Applicant: Tim Colby. (Planning Director)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4210: Request to approve the detachment of Outlot A, Mora Acres, South 100' of Lot 2, Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Klancy Peterson for Orchard Valley Inc. (Planning Director)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE
15. RESOLUTIONS:
 - a. Resolution 2026-05: Request approval to operate a satellite keno location at the business operated by W & P Enterprise Inc. dba "Pat & Wally's Bar" at 701 Galvin Road S., Bellevue, NE and authorize the Mayor to sign. (City Clerk)
 - b. Resolution 2026-06: Request approval to operate a satellite keno location at the business operated by T Marie LLC dba "Chandler Bar" at 2617 Chandler Road W., Bellevue, NE and

authorize the Mayor to sign. (City Clerk)

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the updated Federal Transit Administration Title IV Program Procedure Agreement (Human Services Manager)

b. Approve and authorize the payment of \$32,647.00 for Bellevue's portion of the Sarpy County Crisis Response Case Manager, through Heartland Family Services. (Police Chief)

c. Approve and authorize the Mayor to sign Amendment No. 2 between the City of Bellevue and HGM Associates for the Library Parking Lot Resurfacing Design in an amount not to exceed \$40,135.00 (Public Works Director)

d. Approve and authorize the Mayor to sign the acquisition of Temporary Construction and Permanent Easement and Acquisition Contract for TRACT 1, for the WE26(5) Interceptor Sewer and SCCWWA Connection to Structure C project in an amount not to exceed \$21,400.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the agreement between the City of Bellevue and MidWest ROW for College Heights Drainage Improvements Amendment No. 1 in the amount of \$5,775.00. (Public Works Director)

f. Approve and authorize the Mayor to sign the agreement between the City of Bellevue and Jacobs Engineering Group for College Heights Drainage Improvements Amendment No.1 in the amount of \$38,395.00. (Public Works Director)

g. Approve and authorize the Mayor to sign the agreement between the City of Bellevue and HDR for Haworth Park Wastewater Collection System Amendment No. 4, not to exceed the amount of \$30,000. (Public Works Director)

h. Approve and authorize the Mayor to sign the License Agreement between the City of Bellevue and NebraskaLink Holdings, LLC. dba OPTK Networks. (Public Works Director)

i. Approve and authorize the Mayor to sign the work to be done by Trico Mechanical Service, for the Carrier system with one heat pump condensing unit, in an amount not to exceed \$11,288.00. (Public Works Director)

j. Approve and authorize the Mayor to sign the purchase of two snow plows, with Ty's Outdoor Power and Service, in an amount not to exceed \$21,066.27. (Public Works Director)

k. Approve and authorize the Mayor to sign and execute the Three-Year Reimbursable Project Proposal with OPPD in an amount not to exceed \$14,000.00, to provide new services for American Heroes Park Lift Station. (Public Works Director)

l. Approve and authorize the Mayor to sign the Modification and Amendment of Easement Agreement and Encroachment Agreement with Northern Natural Gas. (Economic & Community Development Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports ([March reports attached](#))

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b1.
4/7/2026

Bellevue City Council Meeting, March 17, 2026, 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 March 17, 2026 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw. Absent: none.

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Reverend Darryl Keeney, Lighthouse Baptist Church, 3919 Green Avenue, 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 Welch, seconded by Burns, to approve the agenda. Roll call vote to approve the agenda was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; absent: none. Motion carried.

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Casey, seconded by Collins, to approve the consent agenda consisting of the following items: Acknowledge receipt of the February 10, 2026 Tree Board Minutes; Acknowledge receipt of the February 26, 2026 Planning Commission Minutes; Approval of the March 3, 2026 Board of Equalization (BOE) Minutes; and Approval of the March 3, 2026 City Council Minutes. Roll call vote to approve the consent agenda was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

APPROVAL OF CLAIMS:

Motion was made by McCaw, seconded by Collins, to approve March 17, 2026 Claims. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second Reading): NONE

ORDINANCES FOR INTRODUCTION (1st reading):

Ordinance No. 4206: Request to rezone Lots 1 and 2, R & L Acres, being a replat of part of the Northeast 1/4 of the Northeast 1/4 lying North of La Platte Road, located in Section 29, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RA for the purpose of single-family residential development. Applicants: Kenneth L. & Rhonda L. Gearhart. General Location: 16402 S. 36th Street. (Planning Director)

Ordinance No. 4206: 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 16402 S. 36th Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the first time by title only.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on April 7, 2026.

MINUTE RECORD

Bellevue City Council Meeting, March 17, 2026, Page 2

Ordinance No. 4207: Request to amend Section 2.04, Zoning Ordinance, adding an agritourism definition, and Section 5.05.03, adding agritourism as a conditional use permit in the AG zoning district. Applicant: Tim Colby. (Planning Director)

Ordinance No. 4207: An ordinance to amend Sections 2.04 and 5.05.03, Ordinance No. 4146, Bellevue Zoning Ordinance, relating to definitions and conditional uses in the AG Agricultural District; to repeal such sections as heretofore existing; to provide an effective date of the ordinance; and to provide for the publication of this ordinance in pamphlet form was read for the first time by title only.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on April 7, 2026.

Ordinance No. 4208: Approve the Sale and Conveyance of City Property to Millman Lumber Company and to sign the Purchase & Sale Agreement. (Administration) (Request to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)

Ordinance No. 4208: An ordinance to approve the sale and conveyance of 6.1 acres more or less of city property to Millman Lumber Company and to provide an effective date was read for the first time by title only.

Motion was made by Casey, seconded by McCaw, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting.

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

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

Mr. Dan Millman, owner of Millman Lumber, stated the company is a wholesale lumber company, open Monday through Friday. He explained the project details and said he would take any questions the City Council may have. Councilwoman Welch asked for clarification on who their customers are. Mr. Millman responded they are a wholesaler who sell to retail businesses, they are not open to general public. Ms. Welch asked how many employees they have. Mr. Millman stated right now there are approximately 12 but they are hoping to expand rather quickly.

Councilman Preister asked for clarifications on whether their store in Millard will be moved to Bellevue. Mr. Millman stated yes, they will be moving everything to Bellevue.

Further discussion ensued.

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 Welch, to approve Ordinance No. 4208: Approve the Sale and Conveyance of City Property to Millman Lumber Company and to sign the Purchase & Sale Agreement. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Ordinance No. 4209: An ordinance to amend certain sections of the Bellevue City Code pertaining to fireworks. (City Clerk) (Request to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)

Ordinance No. 4209: An ordinance to amend Section 12-57, 12-60, 12-63, 12-76 through 12-81, 12-84, and 12-85 of the Bellevue Municipal Code pertaining to Fireworks, to repeal all previous versions of the same; to provide for the publication of this ordinance in pamphlet form; and to provide an effective date of this ordinance was read for the first time by title only.

Motion was made by Casey, seconded by Collins, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting.

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

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

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 McCaw, to approve Ordinance No. 4209: An ordinance to amend Section 12-57, 12-60, 12-63, 12-76 through 12-81, 12-84, and 12-85 of the Bellevue Municipal Code pertaining to Fireworks, to repeal all previous versions of the same; to provide for the publication of this ordinance in pamphlet form; and to provide an effective date of this ordinance.

MINUTE RECORD

Bellevue City Council Meeting, March 17, 2026, Page 3

Preister questioned Section 12-84 on Age of Sellers and Purchasers. He just wanted to make sure this section doesn't need to be looked at if the laws have changed. Ms. Aimee Bataillon stated she can look into the ages better and report back.

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

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS:

Resolution No. 2026-04: Approval of the Bellevue Bicycle Club to hold the annual "Ride of Silence" Special Event on May 20, 2026, from approximately 6:30 p.m. until 9:00 p.m. and to authorize the Mayor to sign. (City Clerk)

(Public Hearing Required)

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

Mr. Mike McGee, Bellevue Bike Club President, was present to discuss this event. This event is to raise awareness of bicycle safety. He stated it is the 24th year of the "Ride of Silence" nationally.

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 Welch, seconded by Collins, to approve Resolution No. 2026-04: Approval of the Bellevue Bicycle Club to hold the annual "Ride of Silence" Special Event on May 20, 2026, from approximately 6:30 p.m. until 9:00 p.m. and to authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign an Agreement with Stryker to provide a maintenance program for cardiac monitors and LUCAS devices for a 4-year term ending January 31, 2030, in an amount not to exceed \$20,422.10/year. (Fire Chief)

Motion was made by Collins, seconded by Welch, to approve and authorize the Mayor to sign an Agreement with Stryker to provide a maintenance program for cardiac monitors and LUCAS devices for a 4-year term ending January 31, 2030, in an amount not to exceed \$20,422.10/year. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Fire Chief to sign the Memorandum of Understanding (MOU) with The Nebraska Medical Center to obtain, carry, and administer blood products. (Fire Chief)

Motion was made by Collins, seconded by Welch, to approve and authorize the Fire Chief to sign the Memorandum of Understanding (MOU) with The Nebraska Medical Center to obtain, carry, and administer blood products. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Addendum to the Collective Bargaining Agreement with IAFF Local 4906 for the term 3/17/2026 through 9/30/2026, in an amount not to exceed \$31,500.00. (HR Director)

Motion was made by Welch, seconded by Casey, to approve and authorize the Mayor to sign the Addendum to the Collective Bargaining Agreement with IAFF Local 4906 for the term 3/17/2026 through 9/30/2026, in an amount not to exceed \$31,500.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Proposal with KenBrooke Roofing replace the lower-center roof at District 3 Fire Station, in an amount not to exceed \$28,896.00. (Public Works Director)

Motion was made by Collins, seconded by McCaw, to approve and authorize the Mayor to sign the Proposal with KenBrooke Roofing replace the lower-center roof at District 3 Fire Station, in an amount not to exceed \$28,896.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Proposal with Day Electric Service, Inc. to install new streetlights at the cemetery, in an amount not to exceed \$29,070.00. (Public Works Director)

MINUTE RECORD

Bellevue City Council Meeting, March 17, 2026, Page 4

Motion was made by Casey, seconded by Preister, to approve and authorize the Mayor to sign the Proposal with Day Electric Service, Inc. to install new streetlights at the cemetery, in an amount not to exceed \$29,070.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the agreement with Alfred Benesch & Co. for engineering construction services for the 2026 Overlay Projects, in an amount not to exceed \$82,565.00. (Public Works Director)

Motion was made by Collins, seconded by Casey, to approve and authorize the Mayor to sign the agreement with Alfred Benesch & Co. for engineering construction services for the 2026 Overlay Projects, in an amount not to exceed \$82,565.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Professional Services Agreement with Alfred Benesch & Co. for the Municipal Separate Storm Sewer System (MS4) Annual Reporting, in an amount not to exceed \$16,280.00. (Public Works Director)

Motion was made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign the Professional Services Agreement with Alfred Benesch & Co. for the Municipal Separate Storm Sewer System (MS4) Annual Reporting, in an amount not to exceed \$16,280.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign (2) Acquisition of Temporary Easement Contracts with Midwest ROW for Mission Avenue Reconstruction and Streetscape for Tracks 17 & 18, and 28, in an amount not to exceed \$1,280.00. (Public Works Director)

Motion was made by McCaw, seconded by Collins, to approve and authorize the Mayor to sign (2) Acquisition of Temporary Easement Contracts with Midwest ROW for Mission Avenue Reconstruction and Streetscape for Tracks 17 & 18, and 28, in an amount not to exceed \$1,280.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Agreement for Collection of Sewer Rates with Metropolitan Utilities District (MUD) of Omaha. (Public Works Director)

Motion was made by McCaw, seconded by Casey, to approve and authorize the Mayor to sign the Agreement for Collection of Sewer Rates with Metropolitan Utilities District (MUD) of Omaha. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign Change Order with Holland Basham Architects for Martin Aquatics Mattel Design changes in the amount not to exceed \$1,374,337.91 for upcoming Mattel Water Park Revision. (Community and Economic Development Director)

Motion was made by McCaw, seconded by Collins, to approve and authorize the Mayor to sign Change Order with Holland Basham Architects for Martin Aquatics Mattel Design changes in the amount not to exceed \$1,374,337.91 for upcoming Mattel Water Park Revision. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the MUD Gas Main Extension Agreement Phase I for the Bellevue Bay Entertainment District with MUD in an amount not to exceed \$588,080. (Community and Economic Development Director)

Motion was made by McCaw, seconded by Collins, to approve and authorize the Mayor to sign the MUD Gas Main Extension Agreement Phase I for the Bellevue Bay Entertainment District with MUD in an amount not to exceed \$588,080. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

ADMINISTRATION REPORTS:

Comments must be limited to items on the current Reports ([March report will be attached to April 7th Council packet](#))

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Collins, seconded by McCaw, the meeting was adjourned at 7:09 p.m.

MINUTE RECORD

Bellevue City Council Meeting, March 17, 2026, Page 5

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

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 March 17, 2026; 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

Bellevue Planning Commission Meeting, March 26, 2026, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, March 26, 2026, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Perrin, Yoder, Sims, Hankins, Bennett, Ackley, Lasenburg, and Taylor-Jones. Absent was Commissioner Aerni. Also present was Tammi Palm, Planning Director, and Angela Curry, Assistant Planning Manager.

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

Hankins announced a copy of the Open Meetings Act was posted in the entry to the City Council Chambers.

Motion was made by Ackley, seconded by Bennett, to approve the minutes of the February 26, 2026, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

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

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

The following item was on consent agenda:

Item 2.a. Request to small subdivision plat Lots 1 and 2, Casart Addition, being a platting of Tax Lots 4A2A and 4A2B, all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and waiver of Section 6-7 (7) and (8), Subdivision Regulations, regarding lot standards for excessive depth in relation to width and flag lots. Applicant: Ron Casart. General Location: 4113 Giles Rd. Case #: S-2601-02.

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

MOTION was made by Ackley, seconded by Taylor-Jones to recommend APPROVAL of a request to small subdivision plat Lots 1 and 2, Casart Addition, being a platting of Tax Lots 4A2A and 4A2B, all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and waiver of Section 6-7 (7) and (8), Subdivision Regulations, regarding lot standards for excessive depth in relation to width and flag lots. Applicant: Ron Casart. General Location: 4113 Giles Rd. Case #: S-2601-02. APPROVAL based upon lack of negative perceived impact upon the surrounding neighborhood and conformance with the Comprehensive Plan. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on April 21, 2026

Hankins explained the public hearing procedures.

PUBLIC HEARING was held on a request for site plan approval for Lot 1, Tregaron Towne Centre Replat 8, for the purpose of a Centris Federal Credit Union bank. Applicant: Centris Federal Credit Union. General Location: S 25th St & Capehart Rd. Case #Z-2602-02.

Hankins asked staff for updates. Palm stated there were no updates and gave a summary of the request.

Palm stated the request before the Commission is a site plan for a Centris Federal Credit Union bank branch near the intersection of 25th Street and Capehart Road. Palm stated the applicant has gone through the necessary steps with staff, and staff has reviewed the preliminary grading, drainage, landscaping, setbacks, access, and parking. Palm stated all items are in conformance with city regulations. Palm stated a bank branch is a permitted use in the General Business (BG) zoning district and that the property is properly zoned for this commercial use. Therefore, staff is recommending approval based upon conformance with the Comprehensive Plan, Zoning Ordinance, and Subdivision Regulations.

Blake Weatherly, 2111 S 67th Street, Omaha, NE, was present on behalf of the applicant and stated he is a civil engineer with Olsson representing Centris.

MINUTE RECORD

Bellevue Planning Commission Meeting, March 26, 2026, Page 2

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

Yoder asked, since the property is already zoned appropriately and the use is permitted, if the request is required due to the Planned Center Overlay (PCO). Palm clarified that because the property has a PCO overlay, site plan approval is required. Palm stated the original site plan approval for this area was completed approximately 25 years ago, and the current plan differs from the original. Therefore, the applicant was required to submit an updated site plan for approval for this property.

MOTION was made by Yoder, seconded by Bennett to recommend APPROVAL of a request for site plan approval for Lot 1, Tregaron Towne Centre Replat 8, for the purpose of a Centris Federal Credit Union bank. Applicant: Centris Federal Credit Union. General Location: S 25th St & Capehart Rd. Case #Z-2602-02. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, as well as lack of perceived negative impact upon the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on April 21, 2026.

Meeting adjourned at 6:09 p.m.



Jenna Lance
Planning/Permit Technician

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 7, 2026		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input checked="" type="checkbox"/>	

SUBJECT:

Complete Streets Annual Report

SYNOPSIS/BACKGROUND:

The attached report includes activities undertaken by city staff to further advance complete streets principles within the city. Ordinance No. 3921 requires an annual report from the City Administrator to the City Council showing the progress made in implementing complete streets.

FISCAL IMPACT:: None 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:

No action is required by the City Council. This report is for informational purposes only.

ATTACHMENTS:

- 1. Complete Streets Annual Report
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Tammi Palm

[Signature]

[Signature]

In accordance with Ordinance No. 3921, the City Administrator is required to provide the City Council with an annual report showing the progress made in implementing complete streets. During 2025, Complete Streets activities were conducted by city staff (Planning and Public Works Departments) and the Citizens Complete Streets Advisory Panel.

City staff activities conducted to further the Complete Streets program include:

- Participation in various MAPA committees including the Transportation Technical Advisory Committee, Regional Planning Advisory Committee, Safety Committee, and others
- Continued work on the construction of 36th Street improvements. Phase 1 of the project added a sidewalk and trail along 36th Street from Blaine Ave. to Blackhawk Dr. Phase 1 construction was completed in 2023. Phase 2 of the project will add sidewalk and trail along 36th Street from Blackhawk Dr. to Platteview Rd. Phase 2 construction began in late 2024 and is expected to be completed in 2026.
- Continued design for Capehart Road improvements, which will include completion of trail and sidewalk between 25th Street and 36th Street.
- Final design was completed for the reconstruction and streetscaping of Mission Avenue between Washington Street and Main Street. This project will improve walkability and ADA accessibility within the commercial district of Olde Towne Bellevue. Construction is scheduled to take place in 2026.
- Membership on the MAPA Transportation Technical Advisory Committee and attendance at monthly meetings
- Belle Lago – Construction of this development is nearly complete. Construction of trail along 48th Street from Lawnwood Drive to Capehart Road was completed in 2024.
- Belle Lago South - Includes trail connection to Clearwater Falls, as well as trails throughout the subdivision which provide connections to future projects. Most of the trail was constructed in 2023, with remaining portions constructed in 2025.
- Constructed 125 ADA curb ramps as part of various street repair and improvement contracts.
- Attended sessions at a statewide planning conference regarding complete streets and connectivity in cities.
- Attended meetings of the MAPA Transportation Safety Workshop.
- Secured a grant through the Metropolitan Area Planning Agency Transportation Alternatives Program (TAP) for the purpose of completing an Active Mobility Plan. The anticipated schedule is to begin work on the Plan in summer 2026 and complete summer 2027. Updated Complete Streets regulations will be part of this Plan.

In 2026, it is the intent of City staff to continue working on transit planning to implement complete streets principles wherever possible, including road improvement projects and new subdivisions.

Ordinance No. 3921 includes performance measurements to judge the effectiveness of the Complete Streets program. These measurements include:

- The miles of bicycle routes created – no new routes were signed in 2025; however, this is an on-going project, and new routes will be signed as determined by the CCSAP and City staff.
- New linear feet of pedestrian accommodation – As infrastructure improvements continue in Fairview South 2, Hyda Hills 2, Liberty Phases I and II, Spring Ridge, Lion’s Gate, Belle Lago, Belle Lago South, Falcon Pointe, Alta Collina, Lakewood West, Cornhusker Creek, and Cedar Grove Phase II, new sidewalks will be installed on all streets.
- Increase in use of public transportation, bicycling, and walking - The total monthly ridership statistics for Omaha Metro are attached. Staff will continue to meet with Metro and monitor the performance of the Bellevue Express route.

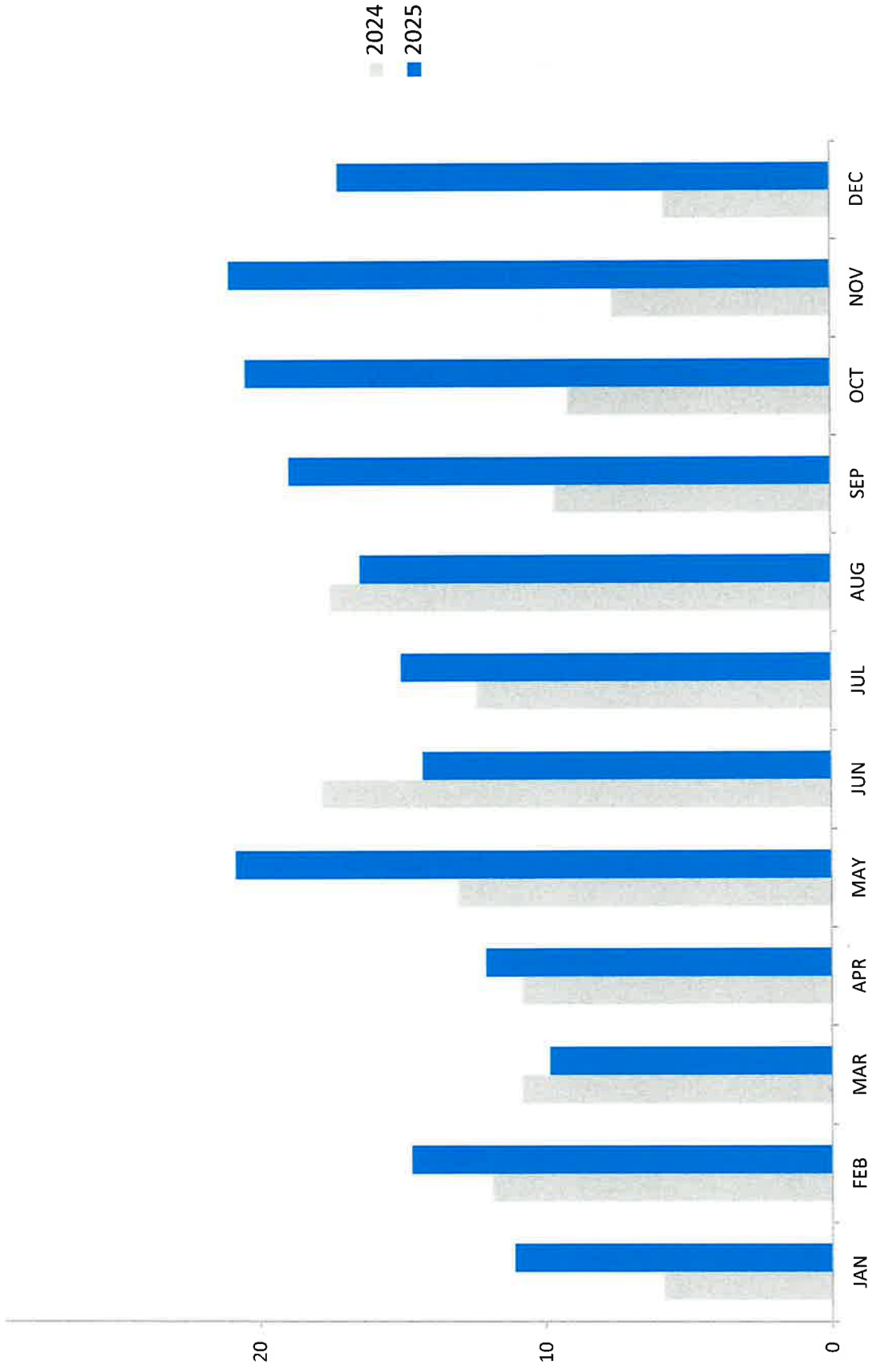
A B Cycle station was constructed in July 2021 at the Twin Creek Trail Head near 36th Street and Raynor Parkway. *Data from 2025 shows the Bellevue bike share station was Heartland Bike Share’s 3rd busiest station out of 85 stations throughout the Omaha metro.*

- The increased efficiency of traffic flow using sophisticated traffic control devices, turn lanes, traffic circles, and the leveling or decrease of transportation-related accidents – The Public Works Department continues to monitor traffic flow and signal timing throughout the City’s major traffic corridors, and makes adjustments as needed. As new subdivisions are developed, roundabouts and other traffic calming measures are being utilized to promote traffic safety and efficiency.

The miles of connection added between trails - Cedar Grove, Lions Gate, Falcon Pointe, and Belle Lago subdivisions have installed approximately three-quarters of a mile of trails along the South 48th Street corridor as part of their infrastructure. Additional trails have been constructed as part of the Belle Lago South subdivision, which connect with the Clearwater Falls trail. The 36th Street project from Blaine Avenue to Blackhawk Drive included the construction of approximately 2 miles of trails.

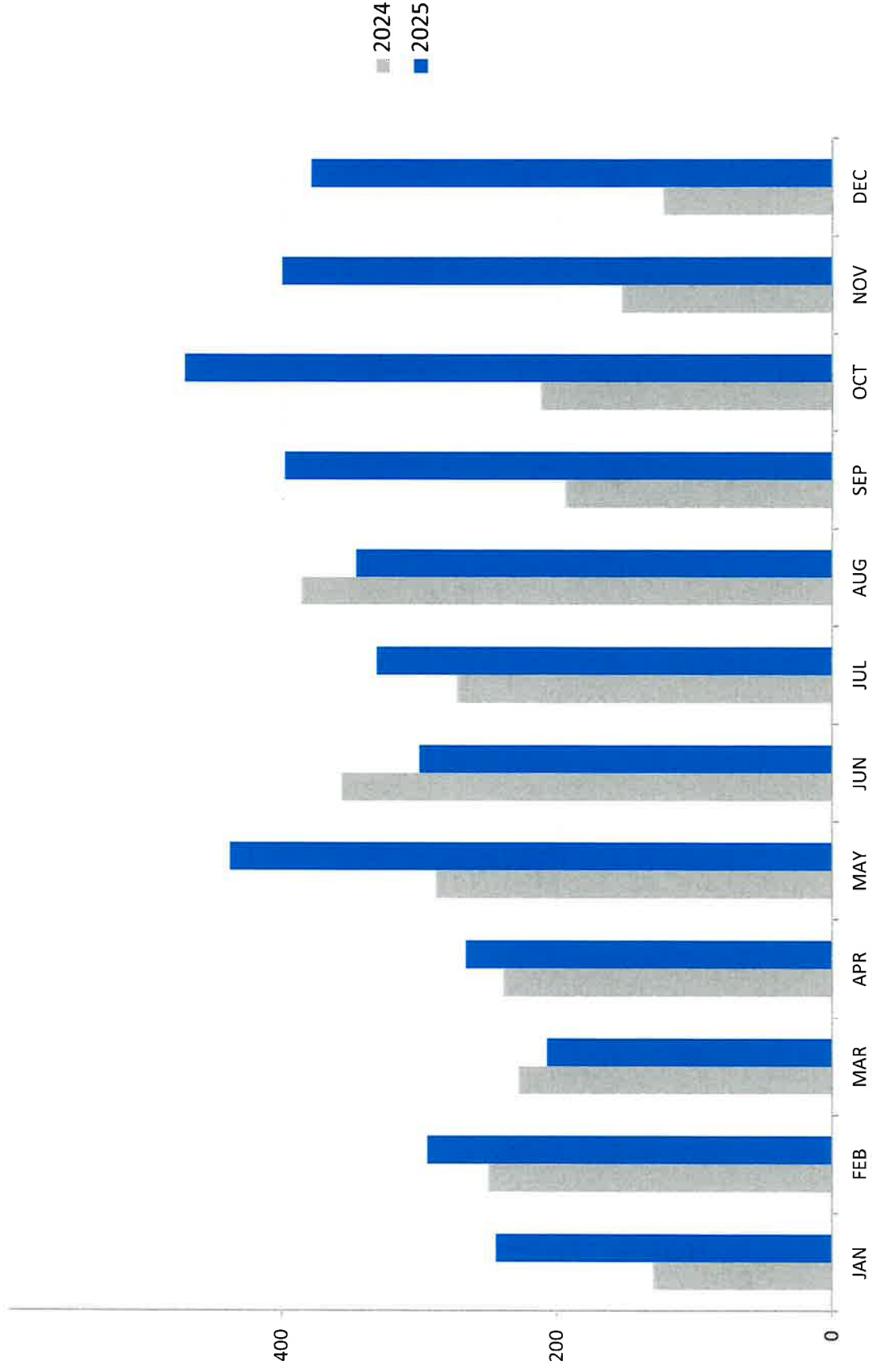


Bellevue Express - Average Weekday Ridership



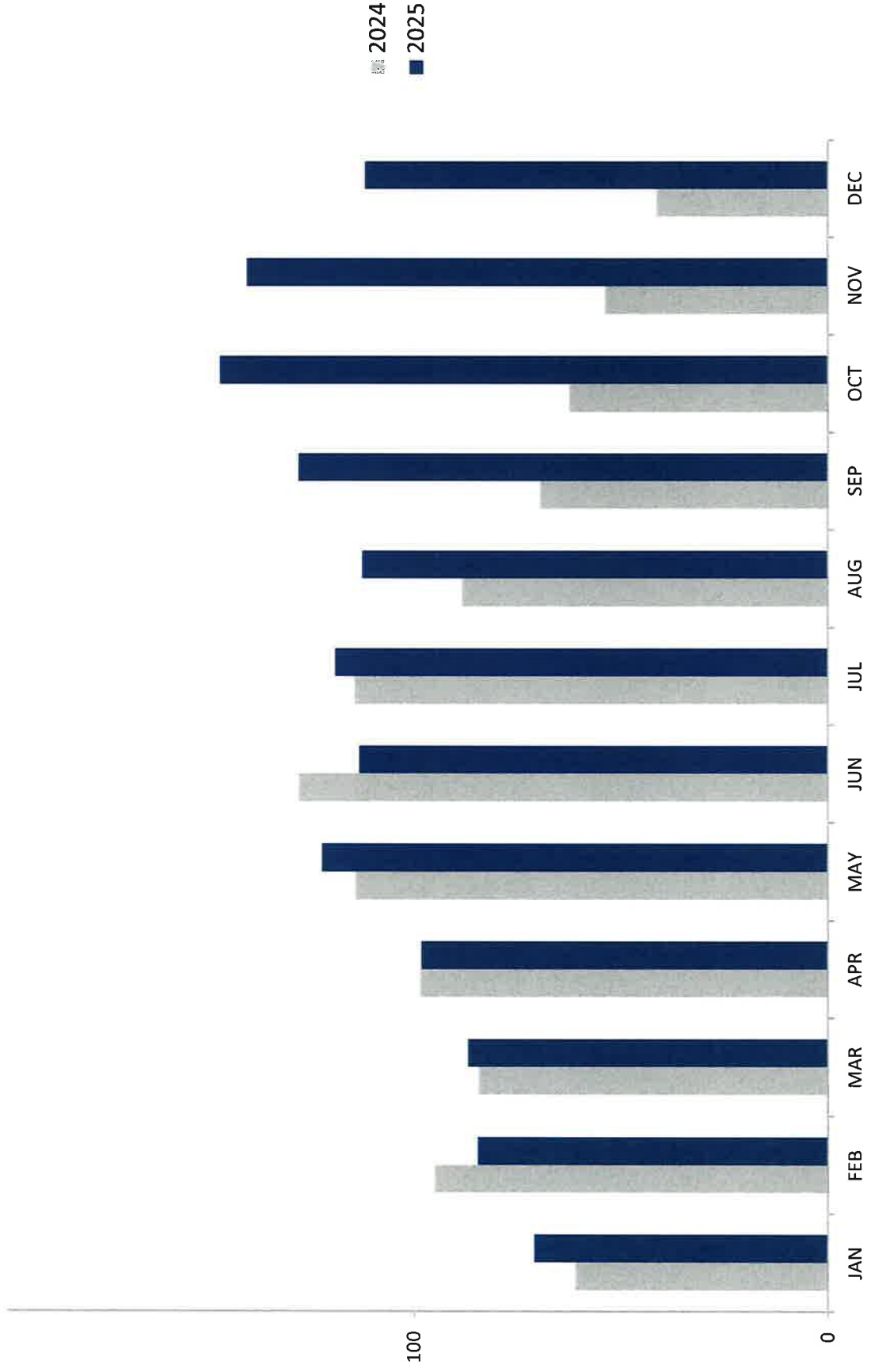


Bellevue Express - Total Monthly Ridership





All Express Routes - Average Weekday Ridership



MINUTE RECORD

6.
4/7/2026

CLAIMS FOR 2026/04/07 COUNCIL MEETING

PAGE 1

MAYOR

AT&T MOBILITY	2026/01/22-02/21 MONTHLY SERVICE	43.22
AT&T MOBILITY	2025/12/22-2026/01/21 MONTHLY SERVICE	43.22
LEAGUE OF NEBRASKA MUNICIPALITIES	2026 MIDWINTER CONFERENCE SENATOR APPRECIATION LUNCH	33.00
		<hr/>
		\$ 119.44

CITY ADMINISTRATOR

AMAZON.COM, LLC	PC-PENS	44.72
ANDERSON CONV MARKET	PC-FUEL FOR CITY VEHICLE	47.01
AT&T MOBILITY	2025/12/22-2026/01/21 MONTHLY SERVICE	185.00
AT&T MOBILITY	2026/01/22-02/21 MONTHLY SERVICE	86.44
BELLEVUE TIMES	PC-BELLEVUE TIMES AD	208.00
BLACK HILLS ENERGY	2025/12/31-2026/01/29 MONTHLY SERVICE	64.91
BLACK HILLS ENERGY	2026/01/29-03/02 MONTHLY SERVICE	59.57
CASEY #6130	PC-FUEL	39.06
CENTURY LINK	2026/02/22-03/21 MONTHLY SERVICE	31.58
HEARTLAND NATURAL GAS LLC	2026/01/29-2026/03/02 BHE307746	260.82
INT'L CONFERENCE OF SHOPPING CENTERS	PC-2025/12/04-2028/12/03 NEXTGEN MEMBERSHIP DUES 3 YRS	472.50
INT'L CONFERENCE OF SHOPPING CENTERS	PC-2026/05/20 REGISTRATION TO ICSC-LAS VEGAS	875.00
METROPOLITAN UTILITIES DIST	2026/02/06-03/07 MONTHLY SERVICE	26.55
NEDA - Membership Services	PC-MEMBERSHIP-RISTOW	150.00
OMAHA PUBLIC POWER DISTRICT	2026/02/11-03/12 MONTHLY SERVICE	278.20
OMAHA WORLD HERALD	PC-2025/11/25-12/30 OWH SUBSCRIPTION	19.99
OMAHA WORLD HERALD	PC-2025/12/30-2026/01/30 CHATGPT SUBSCRIPTION	19.99
OPENAI	PC-2025/11/30-12/30 CHATGPT SUBSCRIPTION	20.00
OPENAI	PC-2025/12/30-2026/01/30 SUBSCRIPTION	20.00
SARPY COUNTY TIMES	2026/04/03-2027/04/02 SUBSCRIPTION	139.99
SPARTAN NASH STORES, LLC	PC-WATER & POP FOR OFFICE	101.07
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LIFE	33.29
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LTD	65.91
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M DENTAL INSURANCE	85.26
US BANK VOYAGER FLEET SYSTEMS	2026/02/28M FUEL PURCHASES	91.15
U-STOP #28	PC-FUEL	19.45
WSJ/BARRONS SUBSCRIPTION	PC-2025/11/19 WSJ SUBSCRIPTION	58.84
WSJ/BARRONS SUBSCRIPTION	PC-2025/12/17 SUBSCRIPTION	58.84
		<hr/>
		\$ 3,563.14

CITY COUNCIL

UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M DENTAL INSURANCE	28.42
		<hr/>
		\$ 28.42

LEGAL

AT&T MOBILITY	2026/01/22-02/21 MONTHLY SERVICE	129.66
AT&T MOBILITY	2025/12/22-2026/01/21 MONTHLY SERVICE	129.66
BLACK HILLS ENERGY	2025/12/31-2026/01/29 MONTHLY SERVICE	11.45
BLACK HILLS ENERGY	2026/01/29-03/02 MONTHLY SERVICE	10.51
CLERK OF THE SUPREME COURT	PC-2026/01/01-12/31 LICENSE RENEWAL-A	98.00
HEARTLAND NATURAL GAS LLC	2026/01/29-2026/03/02 BHE307746	46.03
METROPOLITAN UTILITIES DIST	2026/02/06-03/07 MONTHLY SERVICE	4.69
NEBRASKA STATE BAR ASSOCIATION	PC-ETHICS SESSION	55.00
NEBRASKA STATE BAR ASSOCIATION	PC-2026/01/01-12/31 LICENSE RENEWAL-A	280.00
NEBRASKA.GOV	CASE LOOK UP FEES	10.00
NEBRASKA.GOV	PC-JUSTICE CASE LISTING	38.00
OMAHA PUBLIC POWER DISTRICT	2026/02/11-03/12 MONTHLY SERVICE	49.09
THOMSON REUTERS - WEST	PC-2025/12/31M ONLINE SOFTWARE CHARGES	636.00
THOMSON REUTERS - WEST	PC-2025/11/30M ONLINE SOFTWARE CHARGES	636.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LIFE	33.97
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LTD	60.60
		<hr/>
		\$ 2,313.92

MINUTE RECORD

CLAIMS FOR 2026/04/07 COUNCIL MEETING

PAGE 3

LIBRARY (cont'd)

CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	151.07
CENTURY LINK	2026/03/11-04/10 MONTHLY SERVICE	148.03
CNA SURETY DIRECT BILL	PC-2026/01/18-2030/01/18 BOND RENEWAL-	40.00
COLUMN SOFTWARE, PBC	PC-LEGAL ADS	18.00
COX BUSINESS SERVICES	2026/03/09-04/08 MONTHLY SERVICE	745.99
DEMCO	PC-BIND REPAIR TAPE	95.52
HOSTGATOR.COM	PC-2025/11/26-12/25 MONTHLY DOMAIN MAINTENANCE	87.99
HOSTGATOR.COM	PC-2025/12/26-2026/01/25 MONTHLY DOMAIN MAINTENANCE	87.99
INGRAM LIBRARY SERVICES LLC	BOOKS	4,096.73
J P COOKE COMPANY	PC-NOTARY STAMP-WOODS	50.00
JEFF QUINN	2026/08/01 SUMMER READING MAGIC SHOW	250.00
LAURA ANN MISCHKE	REIMB FOR NOTARY APP FEE	32.50
MENARDS	PC-PROGRAM SUPPLIES	38.39
MIDWEST TAPE	DVD	23.24
NEBRASKA LIBRARY ASSOCIATION	PC-2025/12/16-2026/12/15 MEMBERSHIP-	75.00
QUADIANT FINANCE USA, INC	2026/02/28M LIBRARY NEOSHIPS	726.87
QUADIANT LEASING USA, INC	PC-2025/12/08-2026/03/07 POSTAGE METER	282.33
ROSE WERTHER	REIMB FOR NOTARY APP FEE	32.50
SCIENCE HEROES	PC-SCIENCE HEROES DIGGING IT	382.00
THE DURHAM MUSEUM	2026/04/01-2027/03/31 LIBRARY PASS RENEWAL	1,000.00
TUTTLE TWINS	PC-BOOK	32.99
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M DENTAL INSURANCE	303.54
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LIFE	79.12
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LTD	96.41
WALMART SUPERCENTER	PC-PROGRAM SUPPLIES, SPONGES, PROGRAM SUPPLIES, SWIFFERS	82.70
YOUR WILD BOOKS	PC-BOOKS	143.00

\$ 14,661.59

ADMINISTRATIVE SERVICES/PERSONNEL

AMAZON.COM, LLC	PC-EMPLOYEE APPRECIATION GIFTS FROM DONATIONS	549.75
AT&T MOBILITY	2026/01/22-02/21 MONTHLY SERVICE	129.66
AT&T MOBILITY	2025/12/22-2026/01/21 MONTHLY SERVICE	129.66
AWARDS.COM	PC-YEARS OF SERVICE AWARDS	2,203.00
BLACK HILLS ENERGY	2025/12/31-2026/01/29 MONTHLY SERVICE	64.91
BLACK HILLS ENERGY	2026/01/29-03/02 MONTHLY SERVICE	59.57
CENTURY LINK	2026/02/22-03/21 MONTHLY SERVICE	15.79
HEARTLAND NATURAL GAS LLC	2026/01/29-2026/03/02 BHE307746	260.81
IDEAL PURE WATER COMPANY	BOTTLED WATER	23.00
MENARDS	PC-EMPLOYEE APPRECIATION GIFTS FROM DONATIONS	998.21
METROPOLITAN UTILITIES DIST	2026/02/06-03/07 MONTHLY SERVICE	26.55
OMAHA PUBLIC POWER DISTRICT	2026/02/11-03/12 MONTHLY SERVICE	278.20
PRECISE MRM LLC	2026/02/28M FLAT DATA PLAN	115.00
SAM'S CLUB DIRECT	PC-EMPLOYEE APPRECIATION GIFTS FROM DONATIONS	1,827.99
SAM'S CLUB DIRECT	PC-CITY EMPLOYEES CHRISTMAS LUNCHEON	585.11
TARGET CORPORATION	PC-EMPLOYEE APPRECIATION GIFTS FROM DONATIONS	189.05
UKG INC	2026/04/01-06/30 PRO TIME MANAGEMENT	34,028.31
UKG INC	2026/02/28M USAGE OVERAGE FEE	530.85
UKG INC	UKG PRO CHECK PRINTING	63.88
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M DENTAL INSURANCE	227.36
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LIFE	74.31
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LTD	101.61
UNITED STATES POSTAL SERVICE	PC-PERSONNEL MEMO MAILING	6.66
US BANK VOYAGER FLEET SYSTEMS	2026/02/28M FUEL PURCHASES	1,190.37
WALMART SUPERCENTER	PC-EMPLOYEE APPRECIATION GIFTS FROM DONATIONS	3,681.06
WESTLAKE ACE HARDWARE	PC-EMPLOYEE APPRECIATION GIFTS FROM DONATIONS	999.97

\$ 48,360.64

MINUTE RECORD

PARKS

AMAZON.COM, LLC	PC-RESIDUE REMOVER FOR CARS	75.86
A-RELIEF SERVICES	2026/02/21-03/20 PORTABLE RESTROOMS-	199.00
A-RELIEF SERVICES	2026/02/09-03/08 PORTABLE RESTROOMS- BICYCLE CLUB	103.00
A-RELIEF SERVICES	2026/02/09-03/08 PORTABLE RESTROOMS- HAWORTH PARK	103.00
A-RELIEF SERVICES	2026/02/17-03/16 PORTABLE RESTROOMS-AHP	554.00
AT&T MOBILITY	2026/01/22-02/21 MONTHLY SERVICE	83.76
AT&T MOBILITY	2025/12/22-2026/01/21 MONTHLY SERVICE	83.76
BLACK HILLS ENERGY	2025/12/31-2026/01/29 MONTHLY SERVICE	317.74
BLACK HILLS ENERGY	2026/01/29-03/02 MONTHLY SERVICE	270.15
CAPITAL BUSINESS SYSTEMS, INC	2026/02/18-03/17 COPIER EXPENSE	18.56
CENTURY LINK	2026/02/22-03/21 MONTHLY SERVICE	15.79
HEARTLAND NATURAL GAS LLC	2026/01/29-2026/03/02 BHE697770	1,091.54
HOME DEPOT	PC-RODENT REPELLENT, TREE WORK TOOLS, ICE MELT, GLOVES	1,234.45
J & J SMALL ENGINE SERVICE	PC-CHAINSAW CHAINS, BAR OIL	498.67
MENARDS	PC-BATTERIES, WIPES, NUTDRIVER, CLEANING SUPPLIES, FUEL STABILIZER, FOAM, LEAF RAKE, SAND TUBES	978.06
METROPOLITAN UTILITIES DIST	2026/02/11-03/11 MONTHLY SERVICE	824.00
OMAHA PUBLIC POWER DISTRICT	2026/01/05-02/02 MONTHLY SERVICE	95.28
OMAHA PUBLIC POWER DISTRICT	2026/01/14-02/11 MONTHLY SERVICE	1,084.57
OMAHA PUBLIC POWER DISTRICT	2026/01/22-02/20 MONTHLY SERVICE	34.02
OMAHA PUBLIC POWER DISTRICT	2026/01/26-02/23 MONTHLY SERVICE	645.29
OMAHA PUBLIC POWER DISTRICT	2026/01/27-02/24 MONTHLY SERVICE	73.80
PRECISE MRM LLC	2026/02/28M FLAT DATA PLAN	299.00
THE HOME COMPANY LLC	PC-PAINT CLOTH, AUTO RUST	41.94
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M DENTAL INSURANCE	312.62
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LIFE	83.11
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LTD	102.26
US BANK VOYAGER FLEET SYSTEMS	2026/02/28M FUEL PURCHASES	1,677.17
WESTLAKE ACE HARDWARE	PC-CHRISTMAS LIGHTS, KEYS	68.92
		\$ 10,969.32

RECREATION

AMAZON.COM, LLC	PC-HEAVY WEIGHT PAPER, CALENDARS	88.61
ANGIE KLEIN	REFUND SOCCER FEE	40.00
AT&T MOBILITY	2026/01/22-02/21 MONTHLY SERVICE	126.98
AT&T MOBILITY	2025/12/22-2026/01/21 MONTHLY SERVICE	126.98
CAPITAL BUSINESS SYSTEMS, INC	2026/02/11-03/10 COPIER EXPENSE	30.39
CENTURY LINK	2026/02/22-03/21 MONTHLY SERVICE	94.74
METROPOLITAN UTILITIES DIST	2026/02/06-03/07 MONTHLY SERVICE	251.86
OMAHA PUBLIC POWER DISTRICT	2026/01/05-02/02 MONTHLY SERVICE	53.88
OMAHA PUBLIC POWER DISTRICT	2026/01/14-02/11 MONTHLY SERVICE	245.39
OMAHA PUBLIC POWER DISTRICT	2026/01/22-02/20 MONTHLY SERVICE	309.11
OMAHA PUBLIC POWER DISTRICT	2026/01/26-02/23 MONTHLY SERVICE	34.84
PRECISE MRM LLC	2026/02/28M FLAT DATA PLAN	92.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LIFE	17.78
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LTD	31.59
US BANK VOYAGER FLEET SYSTEMS	2026/02/28M FUEL PURCHASES	40.41
		\$ 1,669.82

FACILITY MAINTENANCE

AE SUPPLY	PC-HALSEY KIT EE SENSOR-PD	200.00
ALLIED SYSTEMS, INC	HYDROMATIC MOTOR & FRT- LIFT STATION-	5,368.66
AMAZON.COM, LLC	PC-POCKET FILE FOLDERS, CAR CHARGER, VACUUM BAGS, WIRELESS MOUSE	176.70
AMERICAN UNDERGROUND SUPPLY, LLC	PC-BALL VALVE WITH HANDLE-FLEET	244.15
ASSOCIATED FIRE PROTECTION	2026/02/01-2027/01/31 SECURITY MONITORING	5,040.00

MINUTE RECORD

CLAIMS FOR 2026/04/07 COUNCIL MEETING

PAGE 7

FACILITY MAINTENANCE (cont'd)

TOTAL BLACKFLOW RESOURCES	PC-BACKFLOW TRAINING-NIEMIER	300.00
TRICO MECHANICAL SERVICES	HEATER-IGNITION CONTROL, THERMOSTAT, INDUCER MOTOR	2,885.98
TRISTAR CLAIMS MANAGEMENT	2026/02/28M WORK COMP DISBURSEMENTS	29.95
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LIFE	71.82
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LTD	90.71
US BANK VOYAGER FLEET SYSTEMS	2026/02/28M FUEL PURCHASES	526.51
WESTLAKE ACE HARDWARE	PC-CAULK KWIKSEAL, TAPE, SANDPAPER, LIGHT BULBS, PAINT SUPPLIES	318.05
		\$ 91,373.09

CEMETERY

AMAZON.COM, LLC	PC-DESK CALENDAR	5.98
A-RELIEF SERVICES	2026/02/21-03/20 PORTABLE RESTROOMS-	199.00
AT&T MOBILITY	2026/01/22-02/21 MONTHLY SERVICE	43.22
AT&T MOBILITY	2025/12/22-2026/01/21 MONTHLY SERVICE	43.22
BIG RED LOCKSMITHS	PC-SPARE KEY FOR TRUCK	58.81
BLACK HILLS ENERGY	2025/12/31-2026/01/29 MONTHLY SERVICE	262.47
BLACK HILLS ENERGY	2026/01/29-03/02 MONTHLY SERVICE	250.36
CENTURY LINK	2026/02/22-03/21 MONTHLY SERVICE	12.55
MENARDS	PC-SPRAY PAINT, PAPER PLATES	87.55
METROPOLITAN UTILITIES DIST	2026/02/06-03/07 MONTHLY SERVICE	116.94
OMAHA PUBLIC POWER DISTRICT	2026/01/22-02/20 MONTHLY SERVICE	1,341.51
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOORS	75.00
TOTAL BLACKFLOW RESOURCES	PC-BACKFLOW TESTER CERT CLASS-J	995.00
TRISTAR CLAIMS MANAGEMENT	2026/02/28M WORK COMP DISBURSEMENTS	576.28
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LIFE	23.14
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LTD	28.74
US BANK VOYAGER FLEET SYSTEMS	2026/02/28M FUEL PURCHASES	23.38
		\$ 4,228.41

STREETS

ALFRED BENESCH & COMPANY	BPW 220813-STREETSCAPING & RECON 2025/11/17-12/14	12,120.50
ALFRED BENESCH & COMPANY	BPW 220813-STREETSCAPING & RECON 2025/12/15-2026/01/11	8,578.55
ALFRED BENESCH & COMPANY	BPW 190815-CAPEHART RD DESIGN 2026/02/09-	876.00
ALFRED BENESCH & COMPANY	BPW 220813-STREETSCAPING & RECON 2026/01/12-02/08	7,682.00
ALFRED BENESCH & COMPANY	BPW 240101-MAJOR STREET RESURFACING 2026/02/09-03/08	3,414.78
ALFRED BENESCH & COMPANY	BPW 250103-CDGB SIDEWALK IMPROVEMENTS 2025/12/15-2026/03/08	2,206.00
ALLPADLOCKS	PC-PADLOCK	31.73
AMAZON.COM, LLC	PC-WIRELESS DISPLAY, UPS BACKUP, TV WALL MOUNT, SMART FIRE TV	1,096.32
AT&T MOBILITY	2026/01/22-02/21 MONTHLY SERVICE	256.64
AT&T MOBILITY	2025/12/22-2026/01/21 MONTHLY SERVICE	256.64
BEKO LLC	BPW 240109 TEMP EASEMENT ROW MISSION	640.00
BLACK HILLS ENERGY	2025/12/31-2026/01/29 MONTHLY SERVICE	624.52
BLACK HILLS ENERGY	2026/01/29-03/02 MONTHLY SERVICE	570.60
CAPITAL BUSINESS SYSTEMS, INC	2026/02/12-03/11 COPIER EXPENSES	38.75
CENTURY LINK	2026/02/22-03/21 MONTHLY SERVICE	78.95
COMMONWEALTH ELECTRIC CO OF THE MIDWEST	SIGNAL REPAIRS HARVELL DR & CHATEAU/HERMAN DR.1	71,475.96
CONCRETE SUPPLY, INC	CONCRETE	6,743.01
DEAN J JUNGERS & MARTHA L JUNGERS	BPW 240109 TEMP EASEMENT ROW MISSION AVE TRACT 17 & 18	1,730.00
DREFS TREE SERVICE	CUT DOWN & HAUL AWAY LOCUST TREE-120 LAFAYETTE LN	2,800.00
FELSBURG HOLT & ULLEVIG, INC	BPW 260107-FT CROOK & CHILDS INTERSECTION 2026/02/01-02/28	3,758.75
HEARTLAND NATURAL GAS LLC	2026/01/29-2026/03/02 BHE231905	889.93
HEARTLAND NATURAL GAS LLC	2026/01/29-2026/03/02 BHE642709	1,089.25
HEARTLAND NATURAL GAS LLC	2026/01/29-2026/03/02 BHE697769	661.48

MINUTE RECORD

CLAIMS FOR 2026/04/07 COUNCIL MEETING

PAGE 9

FLEET MAINTENANCE (cont'd)

BAXTER FORD OF OMAHA	SEPARATOR, BELTS, GASKETS, SEPARATOR, SEALANT, AIR MASS SENSOR, HOUSING	1,432.26
BLACK HILLS ENERGY	2025/12/31-2026/01/29 MONTHLY SERVICE	419.03
BLACK HILLS ENERGY	2026/01/29-03/02 MONTHLY SERVICE	371.45
BLIZZARD BOYS LLC	PC-LIGHTNING HARNESS, PLOW SOLENOID WIRE HARNESS	349.40
BOBCAT OF OMAHA	PC-O-RINGS, OIL SEAL	26.18
CENTURY LINK	2026/02/22-03/21 MONTHLY SERVICE	47.37
CORNHUSKER INTERNATIONAL TRUCKS	HEATER ASSEMBLY, CABLE, FUEL PUMP, CORE, SENSOR	2,044.27
CUMMINS SALES AND SERVICE	PC-SEAL CARRIER, TUBE KIT	428.93
DILLON BROTHERS H-D BUELL	CABLE ADJUSTER BUTTON	112.90
DULTMEIER SALES LLC	PC-FLANGE ADAPTER	9.20
DULTMEIER SALES LLC	FUEL PUMP HOSE SWIVEL	49.25
EDS WIRE ROPE & RIGGING	CLEVIS GRAB HOOK, WIRE ROPE, SLEEVES	44.02
EDWARDS CHRYSLER DODGE JEEP RAM	PC--PURGE HOSE	45.64
FACTORY MOTOR PARTS CO	RADIATOR CAP, COOLANT TEMP, FRICTION MODIFIER, WATER PUMP ASSY, SEALS	454.86
FLEET PRIDE	TRAILER AXLE PARTS, BRAKE PARTS, SHACKLE LINK, LEFT BRAKE ASSY	805.53
FORCE AMERICA INC	PC-RETROFIT KIT	2,055.25
GRAHAM TIRE COMPANY	PC-TIRES FOR CRUISERS	2,635.52
HEARTLAND NATURAL GAS LLC	2026/01/29-2026/03/02 BHE262116	1,684.67
HENDERSON PRODUCTS, INC	FILL CAPS, NYLON VENTED	78.49
HOSE & HANDLING, INC	PC-HOSE MENDER, CENTER PUNCH CLAMP	35.31
HOTSY EQUIPMENT CO	FLOOR CLEANER	202.25
INLAND TRUCK PARTS CO	WIRE HARNESS, BATTERY	361.99
INTERSTATE BATTERIES	PC-BATTERIES	243.95
INTERSTATE BATTERIES	BATTERIES	672.37
JIM HAWK TRUCK TRAILERS	PC-ANTI GEL, PLUGS, IP CARTRIDGES, LONG STROKE PIGGY BACK	1,245.36
JONES AUTOMOTIVE	SWING ARM WITH MOTION ADAPTER	301.63
KRIHA FLUID POWER CO	PC-ELBOW, FITTINGS, COUPLERS, SEALS, AIR REGULATOR, BLL VALVE, SWIVEL PIPE	955.72
LEISURE LIFE SPORTS	PC-SIDE MIRROR	234.49
LOGAN CONTRACTORS SUPPLY	REPAIR TAR MACHINE, FILTER	584.08
MACQUEEN EQUIPMENT, LLC	PC-DOOR SWITCHES, PUMP PANELS, ENGINE OIL	658.81
MATEFLEX FLOORING	PC-MALE EDGE, FIRM SINGLE -FLOORING FOR OXYGEN CYLINDER RENTAL, GLOVES, BATTERIES	449.85
MATHESON TRI-GAS INC		223.37
MCMASTER-CARR SUPPLY COMPANY	PC-THIN PROFILE NUTS, HEX SCREWS, COUPLING NUTS	124.80
MENARDS	PC-BATTERIES, MASKS, BATTERIES, CLEANING SUPPLIES, HOOKS, STRETCH WRAP, SPRAY GEL, BUSHINGS, TIEDOWNS	580.73
MENARDS - RALSTON	PC-LATCHES	37.45
METROPOLITAN UTILITIES DIST	2026/02/06-03/07 MONTHLY SERVICE	130.05
MICHAEL TODD INDUSTRIAL SUPPLY	PC-RUBER COATED WIRE	436.00
MIDWEST TRANSMISSION SUPPLY	PC-BOOST VALVE KIT, VALVE, SOLENOID, FILTER, PISTON	137.81
MURPHY TRACTOR	PC-FILLER CAP, HOSE, IDLER PULLEY, HOSE CLAMPS, GASKETS	503.25
NAPA AUTO PARTS	DISPOSABLE GLOVES, FILTERS, BRAKE PARTS CLEANER, CLAMPS, FITTINGS, OUTLETS, OIL, LOOM-SPLIT POLY	1,474.08
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	STUD NYLON EYELETS, CRIMP N SEAL, FUSE HOLDER, CONTACT SHROUD BODY, DRILL BITS, PC-HYDRAULIC SEALS	432.30
NMC INC		7.94
NORTH CENTRAL EMERGENCY VEHICLES	SWIVEL PLATE	632.25
OMAHA PUBLIC POWER DISTRICT	2026/01/26-02/23 MONTHLY SERVICE	1,140.66

MINUTE RECORD

CLAIMS FOR 2026/04/07 COUNCIL MEETING

PAGE 11

PERMITS & INSPECTIONS (cont'd)

CENTURY LINK	2026/02/22-03/21 MONTHLY SERVICE	15.79
EMERSON ENTERPRISES UNLIMITED, LLC	80% REFUND FOR CANCELLED PERMIT 25-006911	64.00
HEARTLAND NATURAL GAS LLC	2026/01/29-2026/03/02 BHE195089	88.18
INTERNATIONAL CODE COUNCIL, INC	PC-2025/12/03-2026/12/02 MEMBERSHIP DUES-CHRISTENSEN	170.00
METROPOLITAN UTILITIES DIST	2026/02/06-03/07 MONTHLY SERVICE	12.33
NATIONAL FIRE PROTECTION	PC-CREDIT FOR TAX ON CODE BOOK	(19.53)
NATIONAL FIRE PROTECTION ASSOCIATION	PC-2025/12/30-2026/12/31 MEMBERSHIP-CHRISTENSEN	225.00
NORATEK SOLUTIONS INC	2026/04/03-2027/04/02 WORKFORCE SAFETY SOFTWARE	3,612.00
OMAHA PUBLIC POWER DISTRICT	2026/02/11-03/12 MONTHLY SERVICE	265.91
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LIFE	88.69
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LTD	116.22
US BANK VOYAGER FLEET SYSTEMS	2026/02/28M FUEL PURCHASES	700.09
		\$ 8,209.45

POLICE

ABM SUPPLY	RIFLE STOPPING PLATES POINT BLANK	6,690.00
ACE INTERDICTION TACTICS	PC-ACE INTERDICTION TACTICS-SAFFORD	299.00
ADOBE CREATIVE SOFTWARE	PC-2025/11/15-2026/11/14 ADOBE	282.35
AIRSHIP AI, INC	2026/02/27-2027/02/27 SINGLE DEVICE LICENSE AIRSHIP ENT MGT	7,200.00
ALOFT PHOENIX AIRPORT	PC-LODGING/PARKING FOR TRAINING-SPENCER	763.64
AMAZON.COM, LLC	PC-HD HAND CLEANER, MEMORY STICKS, HARD DRIVE, COMPUTER MONITOR, JACKET, OFFICE SUPPLIES, LEVELING SYSTEM, ELECTRIC DRILL, PC-2025/11/13-12/12 TRAINING MEMBERSHIP-	2,766.10
AMERICAN COUNCIL ON EXERCISE	PC-2026/01/13-02/12 TRAINING MEMBERSHIP-	34.95
AMERICAN COUNCIL ON EXERCISE	PC-UNIFORM PANTS-KIRWAN	34.95
ANARCHY OUTDOORS		284.69
ANTHROPIC PBC	PC-2025/11/16-12/16 MEMBERSHIP-JASHINSKE	20.00
ANTHROPIC PBC	PC-2025/11/16-12/16 MEMBERSHIP-KIRWAN	20.00
ANTHROPIC PBC	PC-2025/12/16-2026/01/15 MEMBERSHIP-JASHINSKE	20.00
ANTHROPIC PBC	PC-2025/12/16-2026/01/15 MEMBERSHIP-KIRWAN	20.00
A-RELIEF SERVICES	20268/02/05-03/04 PORTABLE RESTROOMS-RANGE	199.00
AT&T MOBILITY	2026/01/22-02/21 MONTHLY SERVICE	4,357.92
AT&T MOBILITY	2025/12/22-2026/01/21 MONTHLY SERVICE	4,071.14
AT&T MOBILITY	2026/02/02-03/01 MONTHLY SERVICE	285.00
AT&T MOBILITY	2025/12/22-2026/01/21 MONTHLY SERVICE	286.78
AT&T MOBILITY-CC	2026/02/05-03/04 MONTHLY SERVICE	4,363.85
BENEFIT PLANS	2026/03/31M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2025/12/31-2026/01/29 MONTHLY SERVICE	446.87
BLACK HILLS ENERGY	2026/01/29-03/02 MONTHLY SERVICE	334.41
BLUE TO GOLD LAW ENFORCEMENT	PC-MASTERING PROACTIVE POLICING-M CARRILLO	249.00
BROWNELLS	GUN SCRUBBER, COTTON PATCHES, CLEANING BRUSH, TORX BIT	394.42
CALIBRE PRESS	PC-FIELD TRAINING OFFICER-MOORE, SPARR	718.00
CAPITAL BUSINESS SYSTEMS, INC	2026/01/17-02/16 COPIER EXPENSE	862.13
CAPITAL CITY CONCEPTS, LLC	WAGES REVIEW EXPENSE	600.00
CCAP AUTO LEASE	2026/03/31M USPIS VEHICLE LEASE	696.68
CENTURY LINK	2026/02/22-03/21 MONTHLY SERVICE	126.32
CNA SURETY DIRECT BILL	PC-2025/11/21-2029/11/21 SURETY BOND-M HOLM	40.00
CNA SURETY DIRECT BILL	PC-2025/12/21-2029/12/20 NOTARY BOND-MELVIN	40.00
COLLISION FORENSIC SOLUTIONS LLC	2026/04/13-2027/04/12 LEICA MAP 360 RENEWAL	503.50
CONNER PSYCHOLOGICAL SERVICES PC	2026/02/28M PSYCHOLOGICAL TESTING	1,100.00
CORNBREAD CUSTOM SIGNS	DEPARTMENT DISPLAY SIGN	635.00

MINUTE RECORD

CLAIMS FOR 2026/04/07 COUNCIL MEETING

PAGE 13

POLICE (cont'd)

NEBRASKA ASSOCIATION OF LAW ENFORCEMENT FIREARMS INSTRUCTORS	PC-2025/12/31-2026/12/17 NFLIA MEMBERSHIP-BENDICKSON	40.00
NEBRASKA ASSOCIATION OF LAW ENFORCEMENT FIREARMS INSTRUCTORS	PC-FIREARMS INSTRUCTOR-BENDICKSON	675.00
NEBRASKA FURNITURE MART	OFFICE DESKS, FILE CABINETS	3,740.00
NEBRASKA SECRETARY OF STATE	PC-NOTARY RENEWAL-M HOLM, VAZQUEZ	65.00
NEBRASKA STATE PATROL	2026/03/01-2027/03/01 2026 MACH & TRACS LICENSES	8,220.50
NEBRASKA STATE TREASURER	SEND POLICE EVIDENCE TO UNCLAIM PROPERTY AT STATE	3,641.16
NEWMAN SIGNS INC	REFLECTIVE PARKING SIGNS	43.27
NICHOLAS GREINER	ADVANCE PER DIEM FOR TRAINING	306.00
NU CPS REGISTRATION	PC-SCHOOL OF POLICE STAFF & COMMAND-C HAVERTY, STUCK, BETSWORTH, PETTIT	19,200.00
OAKLEY STANDARD ISSUE	PC-CREDIT FOR TAX	(8.97)
OMAHA DOOR & WINDOW COMPANY, INC	INSTALL THREE DRYWALL FRAMES, DOORS, & 2026/01/12-02/13 MONTHLY SERVICE	3,831.23
OMAHA PUBLIC POWER DISTRICT	2026/02/11-03/12 MONTHLY SERVICE	32.92
OMAHA PUBLIC POWER DISTRICT	2026/02/11-03/12 MONTHLY SERVICE	4,712.22
PANASONIC CONNECT NORTH AMERICA PCAN -NEBRASKA	PC-COMPUTER REPAIR	873.37
PORTABLE STORAGE OF NEBRASKA, LLC	2026/01/01-12/31 MEMBERSHIP DUES-CLARY	200.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/11/26-12/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/12/02-2026/01/01 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/12/26-2026/01/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2026/01/26-02/01 EVIDENCE STORAGE	164.00
PSI EXAMS-UNMANNED AIRCRAFT	PC-CREDIT-UNMANNED AIRCRAFT TRAINING-S	175.00
SAM'S CLUB DIRECT	PC-WATER, FOOD FOR WELCOME EVENT	82.13
SHERWIN WILLIAMS CO	PC-PAINT AND SUPPLIES	353.32
SMITH DAVIS INSURANCE INC	2026/03/24-2030/03/24 SURETY BOND RENEWAL-GERMAN	40.00
SMITH DAVIS INSURANCE INC	2026/03/26-2030/03/26 SURETY BOND RENEWAL-JASHINSKE	40.00
SOLOMON	PC-BOOTS- J KIRWAN	130.00
SPARTAN NASH STORES, LLC	PC-DRINKS FOR WELCOME EVENT	160.18
STERLING COMPUTERS CORPORATION	2026/04/12-2027/04/12 ABSOLUTE RESILIENCE	5,500.20
SUNSET LAW ENFORCEMENT, LLC	9MM PRACTICE AMMUNITION	6,000.05
SURVEY MONKEY.COM, LLC	PC-2025/12/27-2026/12/26 SUBSCRIPTION	468.00
SW IOWA LAW ENFORCEMENT TRAINING	PC-LASER INSTRUCTOR-BENDICKSON	750.00
TEAM ONE NETWORK	PC-LASER INSTRUCTOR COURSE-C ALBRECHT	750.00
THOMSON REUTERS - WEST	2026/02/28M ONLINE SOFTWARE SUBSCRIPTION	496.00
TOWNE PLACE SUITES	PC-LODGINGFOR TRAINING-BANKS	315.50
TRISTAR	2026/02/28M RE-OPEN CLAIMS	812.48
TRISTAR CLAIMS MANAGEMENT	2026/02/28M WORK COMP DISBURSEMENTS	14,151.60
TRI-TECH FORENSICS, INC	CREDIT FOR SAWTOOTH EVIDENCE TAPE	(759.90)
TROY BENDICKSON	REIMB PER DIEM	306.00
TWIN CREEK ANIMAL HOSPITAL	VET VISIT-CHEQUE	47.25
ULINE	ZEBRA DUAL BAR CODE PRINTER, SUPPLIES, UTILITY CART, RIBBONS	1,562.17
ULINE	CREDIT FOR ZEBRA BAR CODE PRINTER	(1,380.00)
UNITED AIR LINES	PC-AIR FARE FOR CONFERENCE-C REED	511.05
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M DENTAL INSURANCE	3,790.12
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LIFE	789.91
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LTD	2,020.29
US BANK VOYAGER FLEET SYSTEMS	2026/02/28M FUEL PURCHASES	12,472.55
VERIZON WIRELESS	2026/01/24-02/23 MONTHLY SERVICE	199.85
VERIZON WIRELESS	2026/02/24-03/23 MONTHLY SERVICE	187.57
VISTA PRINT	PC-BUSINESS CARDS	105.72
WALMART SUPERCENTER	PC-SUPPLIES FOR WELCOME CEREMONY, VACUUM CLEANER	208.90
WALTHER ARMS INC	WALTHER PDP F SERIES PRO 9MM PISTOL	420.00
WALTHER ARMS INC	WALTHER PDP PRO E 9MM PISTOL	407.00
		\$ 196,615.63

MINUTE RECORD

CLAIMS FOR 2026/04/07 COUNCIL MEETING

PAGE 15

FIRE & RESCUE (cont'd)

SONDRA REESE	REFUND FOR SERVICES	26.00
STARLINK - A DIVISION OF SPACE	PC-2025/11/28-12/28 STARLINK CLOUD STORAGE	165.00
STERICYCLE, INC	2026/02/28M ON-SITE SHREDDING SERVICE	144.00
TESSCO LLC	FEMALE ADAPTERS	95.58
THE UPS STORE	PC-MAILING	148.58
TRANSCENDX	PC-DISASTER COURSE	150.00
TRISTAR CLAIMS MANAGEMENT	2026/02/28M WORK COMP DISBURSEMENTS	2,652.93
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M DENTAL INSURANCE	2,842.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LIFE	630.08
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LTD	1,470.79
US BANK VOYAGER FLEET SYSTEMS	2026/02/28M FUEL PURCHASES	7,430.03
WILLIAM KEITH	REFUND FOR SERVICES	45.40
		\$ 176,889.44

NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	2026/02/28M NON-CDBG EXPENSES	550.00
AMERICAN NATIONAL BANK	2026/02/28M ACCT 1000 ANALYSIS CHG	545.51
AT&T MOBILITY	2025/12/22-2026/01/21 MONTHLY SERVICE	(87.28)
CENTURY LINK	2026/02/04-03/03 MONTHLY SERVICE	293.48
CENTURY LINK	2026/02/22-03/21 MONTHLY SERVICE	224.64
COLUMN SOFTWARE, PBC	PC-LEGAL AD	134.71
FIRST NATIONAL BANK OF OMAHA	2026/02/28M ACCT 1084 ANALYSIS CHG	618.45
FORVIS MAZARS LLP	2026/09/30 GASB 101 IMPLEMENTATION	7,500.00
FORVIS MAZARS LLP	PROGRESS BILLING FOR AUDIT FYE 2025	17,525.00
GREAT PLAINS COMMUNICATIONS LLC	2026/03/31M MONTHLY SERVICE	568.16
GREAT PLAINS COMMUNICATIONS LLC	2026/02/28M MONTHLY SERVICE	540.21
HEARTLAND MARKETING &	2026/01/26-02/22 SOCIAL MEDIA MANAGEMENT	2,028.24
LOCKTON COMPANIES, LLC	2026/03/31M WELLNESS CONSULTING FEE	1,875.00
NE-DEPARTMENT OF REVENUE	2026/02/28M SALES AND USE TAX RETURN	71.47
OMAHA PUBLIC POWER DISTRICT	2026/01/14-02/11 MONTHLY SERVICE	136.47
PM AM CORPORATION	2026/02/28M ALARM FEES	1,966.00
QUADIANT, INC	PC-2024/12/08-2025/12/07 POSTAGE MACHINES	1,536.00
QUADIANT, INC	PC-2024/12/08-2025/12/07 POSTAGE MACHINES	1,536.00
SARPY COUNTY COURT HOUSE	2026/02/28M ANIMAL CONTROL	17,259.00
SARPY COUNTY COURT HOUSE	2026/03/31M ANIMAL CONTROL	17,259.00
SARPY COUNTY COURT HOUSE	2026/04/30M ANIMAL CONTROL	17,259.00
SCOTT WELCH	PC-DEVELOPMENT HOURS-LICENSE BANNER	65.00
SCOTT WELCH	PC-2026/01/31M WEB HOSTING & SUPPORT	125.00
TRAVELERS CL REMITTANCE CENTER	2026/05/01-08/01 INSURANCE RENEWAL	176,400.00
UMB BANK - TRUST OPERATIONS	2020 REFUNDING BONDS TX(CONV CTR)	300.00
	\$6,365,000 DTD 3/31/20 PAF	
UMB BANK - TRUST OPERATIONS	2021 COP's REFUNDING BONDS TX \$4,270,000	500.00
	DTD 2021-03-15 PAF	
UMB BANK - TRUST OPERATIONS	2022A COPs TE \$1,910,000 DTD 2022-03-15 UMB	500.00
	PAYING AGENT FEE	
UMB BANK - TRUST OPERATIONS	2022B COPs TX \$2,000,000 DTD 2022-03-15 UMB	500.00
	PAYING AGENT FEE	
		\$ 267,729.06

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	PC-BATTERY BACKUP, D-LINKS, SMART TV'S, APPLE IPAD, TELEPHONE ADAPTER, CHARGER BLOCKS, ELECTRICAL BOX, PATCH CABLE, INPUT	6,348.63
BIG RED LOCKSMITHS	PC-KEYS	42.00
BLUE BEACON TRUCK WASH	PC-VEHICLE WASH	36.92
BLUEBEAM	2026/03/21-2027/03/20 AECO SOLUTION FOR MANAGING PROJECTS	1,650.00
CARAHSOFT TECHNOLOGY CORPORATION	2026/06/22-2027/06/21 CLOUD STORAGE RENEWAL (400)	25,632.00
MENARDS	PC-BATTERIES, PLUGS, TAPE	57.25
MENARDS - RALSTON	PC-CLEANING SUPPLIES, STEAM CLEANER	215.19

MINUTE RECORD

CLAIMS FOR 2026/04/07 COUNCIL MEETING

PAGE 17

WASTEWATER (cont'd)

CENTURY LINK	2026/02/22-03/21 MONTHLY SERVICE	110.53
CENTURY LINK	2026/03/04-04/03 MONTHLY SERVICE	66.58
CENTURY LINK	2026/03/13-04/12 MONTHLY SERVICE	233.74
COX BUSINESS SERVICES	2026/03/01-03/28 MONTHLY SERVICE	79.79
COX BUSINESS SERVICES	2026/03/04-04/03 MONTHLY SERVICE	220.00
COX BUSINESS SERVICES	2026/03/12-04/11 MONTHLY SERVICE	208.00
COX BUSINESS SERVICES	2026/01/29-02/08 MONTHLY SERVICE	87.32
EMBRIS GROUP LLC	BPW 230611-OLDE TOWNE CIPP REHAB PKG	1,228.75
FIRST NATIONAL BANK OF OMAHA	2026/02/28M ACCT 1086 ANALYSIS CHG	497.53
HEIMES CORPORATION	BPW 181013- QUAIL CREEK LIFT STATION THRU 2026/03/20	29,008.39
MENARDS	PC-WATER, SCREWDRIVERS, BATTERIES, DEGREASER, WINDSHIELD WASHER, TOOLS, CEMENT, OIL, COUPLINGS	741.77
METROPOLITAN UTILITIES DIST	2026/02/07-03/09 MONTHLY SERVICE	907.81
MICHAEL TODD INDUSTRIAL SUPPLY	GREEN SURVEY PAINT	278.88
NAPA AUTO PARTS	PC-WINDOW WELD ADHESIVE	75.22
OMAHA PUBLIC POWER DISTRICT	2026/01/14-02/11 MONTHLY SERVICE	2,398.62
OMAHA PUBLIC POWER DISTRICT	2026/01/22-02/20 MONTHLY SERVICE	1,501.49
OMAHA PUBLIC POWER DISTRICT	2026/01/26-02/23 MONTHLY SERVICE	1,044.01
RJN GROUP, INC	BPW 260106-PROF ENG SERVICES THRU	14,165.00
TRISTAR CLAIMS MANAGEMENT	2026/02/28M WORK COMP DISBURSEMENTS	923.82
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M DENTAL INSURANCE	454.72
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LIFE	130.53
UNITED OF OMAHA LIFE INSURANCE CO	2026/02/28M LTD	165.70
US BANK VOYAGER FLEET SYSTEMS	2026/02/28M FUEL PURCHASES	2,083.16
WESTLAKE ACE HARDWARE	PC-COUPLINGS, PIPE	40.35
		\$ 59,677.60

MEDICAL SELF FUNDING

BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/02/28M BCBS-NE ADMIN FEES	5,631.25
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/03/12 BCBS-NE MEDICAL CLAIMS FOR 2026/03/01-03/10	245,631.70
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/03/19 BCBS-NE MEDICAL CLAIMS FOR 2026/03/11-03/17	136,741.69
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/03/26 BCBS-NE MEDICAL CLAIMS FOR 2026/03/18-03/24	217,412.53
COVERYS	2026/03/31M COVERYS REINSURANCE PD	72,964.86
FIRST NATIONAL BANK OF OMAHA	2026/02/28M ACCT 1088 ANALYSIS CHG	290.14
		\$ 678,672.17

ECONOMIC DEVELOPMENT

COLUMN SOFTWARE, PBC	PC-LEGAL ADS	18.00
		\$ 18.00

COMMUNITY BETTERMENT

NEBRASKA DEPARTMENT OF REVENUE	FORM 50G 2026-2028 RENEW GAMING LICENSE	100.00
		\$ 100.00

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2026/03/01-03/06 CDBG ON-SITE EXPENSES	1,526.56
ABBY HIGHLAND	2026/02/28M CDBG EXPENSES	3,987.50
ALL SEASONS FOUNDATION	ALL SEASONS ASSISTANCE FOR VULNERABLE	1,023.10
BELLEVUE ECONOMIC ENHANCEMENT FOUNDATION	SMALL BUSINESS ASSISTANCE-ROMA'S RESTAURANT	6,977.96
HABITAT FOR HUMANITY OF SARPY COUNTY	HFH HOME REPAIR PROGRAM 10017 S 10TH ST, BELLEVUE	12,152.00
		\$ 25,667.12

Earth Day Proclamation 2026

WHEREAS: For more than five decades, Earth Day has united people across the globe in a shared commitment to environmental stewardship; and today our planet faces significant challenges—from climate change to biodiversity loss—that require sustained action at every level of society; and

WHEREAS: Since 2010, Bellevue has led by example in local environmental action through the formation and continued work of Green Bellevue, including hosting Earth Day in Bellevue on April 19, 2026, demonstrating how community-driven initiatives advance sustainability, education, conservation, and resilience; and

WHEREAS: Our community plays a vital role in protecting clean air and water, healthy soil, thriving ecosystems, and the biodiversity and pollinators that sustain them; and

WHEREAS: As our community grows and technology advances, thoughtful planning and responsible resource management are essential to ensure that economic development aligns with environmental sustainability and long-term community well-being; and

WHEREAS: Each of us has the power to make a difference through the choices we make, the policies we support, and the actions we take, and

WHEREAS: On this observance of Earth Day, I urge all residents of Bellevue to recognize the role we play—individually and collectively—to protect and restore our planet. Through education, innovation, collaboration, and local leadership, we can build a more sustainable and resilient community and ensure a thriving environment for future generations.

Now Therefore, I Mayor Rusty Hike have the distinct honor of
Proclaiming April 19, 2026
Earth Day in Bellevue, NE

Arbor Day Proclamation 2026

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

Whereas Tree City, USA is celebrating its 50th anniversary in 2026, *and*

WHEREAS Bellevue, NE became a Tree City USA community in 2012 and has received the Growth Award consecutively since 2018 for trees planted, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

Now Therefore, I Mayor Rusty Hike do hereby proclaim April 24, 2026 as ARBOR DAY In the City of Bellevue, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.



TREE CITY USA



Arbor Day Foundation

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
4/7/2026

COUNCIL MEETING DATE: March 17, 2026		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 and 2, R & L Acres, being a replat of part of the Northeast 1/4 of the Northeast 1/4 lying North of La Platte Road, located in Section 29, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RA for the purpose of single-family residential development; and small subdivision plat Lots 1 and 2, R & L Acres. Applicants: Kenneth L. & Rhonda L. Gearhart. General Location: 16402 S 36th St. Case #'s: Z-2601-01, S-2601-05.

SYNOPSIS/BACKGROUND:

Kenneth and Rhonda Gearhart are requesting to rezone and small subdivision plat their approximately 20-acre parcel located at 16402 South 36th St. The applicants are requesting to subdivide the land into two equal lots for family members. Each lot could have a single-family residence built on it. They are requesting to rezone the land from AG to RA (Residential Agriculture).

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"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NAME: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

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

ATTACHMENTS:

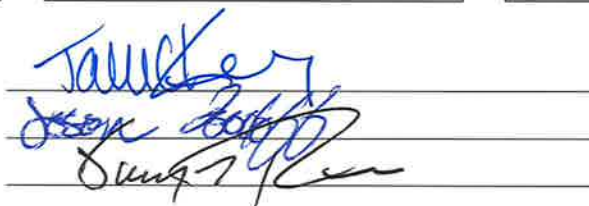
1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ordinance No. 4206"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Kenneth L. & Rhonda L. Gearhart

CASE #'s: Z-2601-01, S-2601-05

CITY COUNCIL HEARING DATE: April 7, 2026

REQUEST: to rezone Lots 1 & 2, R & L Acres, being a replat of part of the Northeast ¼ of the Northeast ¼ lying North of La Platte Road, located in Section 29, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RA for the purpose of single-family residential development; and small subdivision plat Lots 1 & 2, R & L Acres.

On February 26, 2026, the City of Bellevue Planning Commission voted eight yes, zero no, one absent, and zero abstained:

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

VOTE:

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

Planning Commission Hearing was held on: February 26, 2026

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: S-2601-05
Z-2601-01

FOR HEARING OF:
REPORT #1: February 26, 2026
REORT #2: April 7, 2026

I. GENERAL INFORMATION

A. APPLICANT:

Rhonda L. and Kenneth L. Gearhart
Attn: Rhonda L. Gearhart
16402 S 36th St
Bellevue, NE 68123

B. PROPERTY OWNER:

Rhonda L. and Kenneth L. Gearhart
16402 S 36th St
Bellevue, NE 68123

C. GENERAL LOCATION:

16402 S 36th St

D. LEGAL DESCRIPTION:

Lots 1 and 2, R & L Acres, being a replat of part of the Northeast ¼ of the Northeast ¼ lying North of La Platte Road, located in Section 29, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 & 2, R & L Acres, from AG to RA.
2. Small Subdivision plat Lots 1 & 2, R & L Acres.

F. EXISTING ZONING AND LAND USE:

AG, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone and small subdivision plat to create two single family residential acreage lots.

H. SIZE OF SITE:

The entire site is approximately 20.40 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 1, R&L Acres is 9.06 acres and presently covered in vegetation, while proposed Lot 2, R&L Acres is 9.06 acres and presently developed with a 720 square foot barn and a 320 square foot wooden grainery; both built in 1920.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential, RA
- 2. **East:** Single Family Residential, RE
- 3. **South:** Agricultural/Vacant, AG
- 4. **West:** Agricultural/Vacant, AG

C. RELEVANT CASE HISTORY:

On February 26, 2026, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, R & L Acres, being a replat of part of the Northeast ¼ of the Northeast ¼ lying North of La Platte Road, located in Section 29, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RA for the purpose of residential development, and small subdivision plat Lots 1 and 2, R & L Acres.

D. APPLICABLE REGULATIONS:

- 1. Section 5.06, Zoning Ordinance, regarding RA uses and requirements.
- 2. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan does not designate this area, as it is outside of the projected 10 to 20-year development area.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. Lot 1 will take access from La Platte Road, while Lot 2 has existing access from South 36th Street.

D. UTILITIES:

These lots do not have the availability of sanitary sewer or water. These lots will have to utilize wells and septic systems.

E. ANALYSIS:

1. Rhonda L. and Kenneth L. Gearhart have submitted a request to small subdivision plat Lots 1 & 2, R & L Acres. In conjunction with the plat, the applicant is requesting a change of zone from AG to RA.

2. The Residential Agriculture (RA) District is an area that is in the process of transitioning agriculture to more urban uses. The district is established for the purpose of preserving agricultural land and resources, during the transitional period, that are compatible with adjacent urban growth and eventual development in other uses pending proper timing for practical and economical provision of utilities, major streets, schools and other facilities so that reasonably compact development will occur and the fiscal integrity of the city preserved. A change of zoning from AG to any other classification shall be in accordance with planning practices established by the City. This district is not intended for commercial feedlot operations for livestock or poultry.

The minimum lot size in the RA zone is 5 acres. Each of the proposed lots meets the minimum zoning requirement.

3. In his justification letter, the applicant stated this tract of land has been in the family since the 1880's and is to be passed onto two of their children, being the 6th generation of ownership. He intends to build a single-family residence on each lot. Each lot will be approximately 9 acres.

The permitted uses of the RA District allow for single-family dwellings.

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 Springfield Platteview 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.

Krista Hoffart, AICP, Offutt Air Force Base, commented this project is not located within the Offutt Air Force Base's Accident Potential Zones or Noise Contours.

Sarpy County Public Works requested technical revisions to the plat. These revisions have since been made by the applicant's surveyor.

No other comments were received on this case.

5. The Future Land Use Map of the Comprehensive Plan does not designate this area, as it is outside of the projected 10- to 20-year development area.

6. This property is located in the urban reserve zone for the Sarpy County and Cities Wastewater Agency. As such, the applicants will be subject to those development fees unless waived by the SCCWWA.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2025 GIS aerial photo of the property
3. Zoning justification letter received January 23, 2026
4. Small Subdivision plat received February 9, 2026

VII. COPIES OF REPORT TO:

1. Rhonda L. and Kenneth L. Gearhart
2. DWS Land Surveying (Attn: Denny Whitfield)
3. Public Upon Request

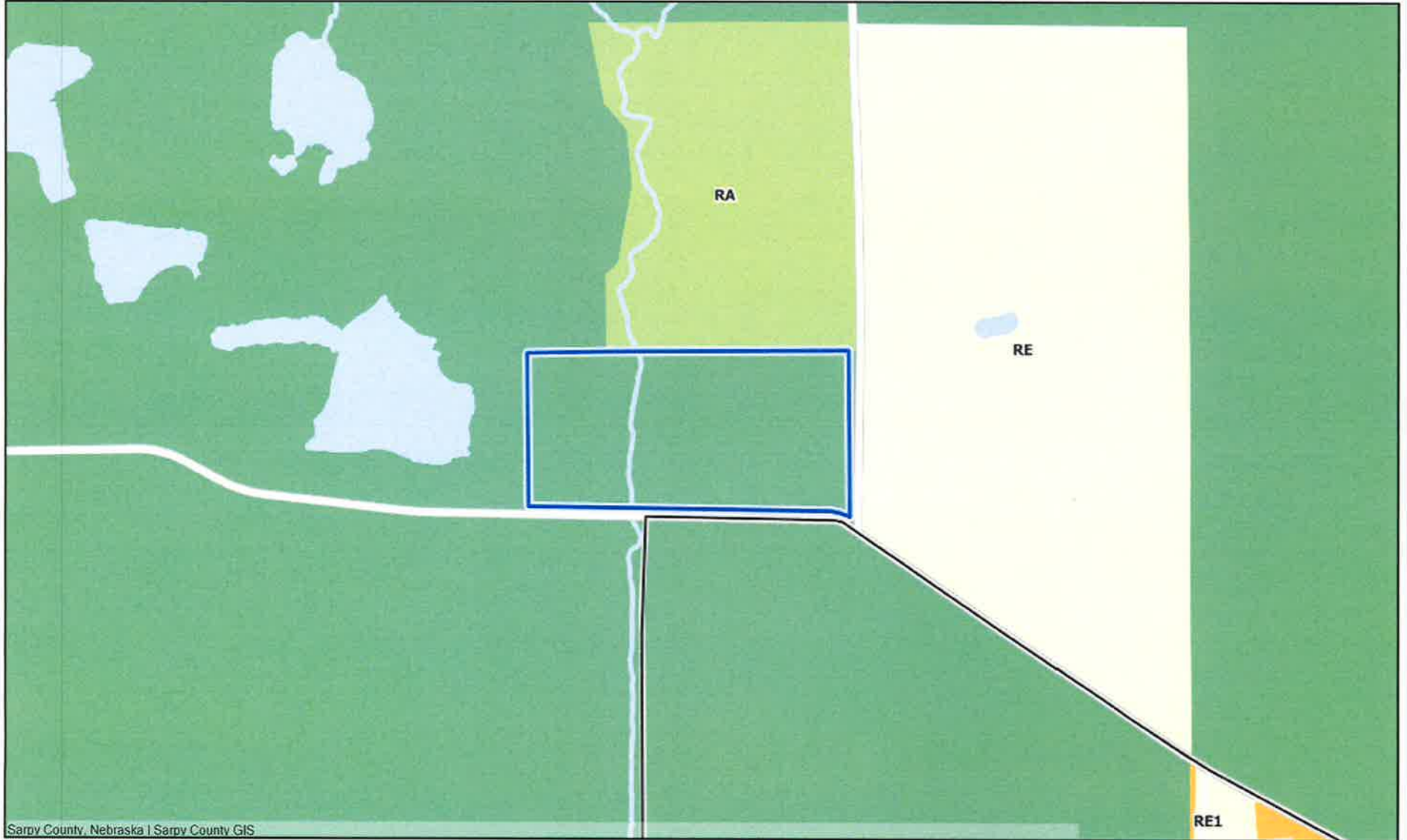

Assistant Planning Manager

 03/10/2026
Planning Director Date of Report



SARPY COUNTY
NEBRASKA

16402 S 36th St



Sarpy County, Nebraska | Sarpy County GIS

0 500 1000
ft

Map Scale 1: 8578

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



Notes



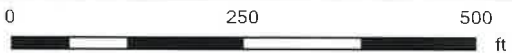


SARPY COUNTY
NEBRASKA

16402 S 36th St



Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 3088

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





SERVICES

Land Surveying

2915 Sheridan Road
Bellevue, NE 68123-1993

402-292-1221
dws-services@cox.net

January 23, 2026

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

RE: Proposed "R & L Acres"
Justification of Zoning Change

Dear Ms. Palm,

Please allow this correspondence to serve as a justification of zoning change.

- Kenneth L. and Rhonda L. Gearhart have requested their land, known as all of the Northeast Quarter of the Northeast Quart lying North of La Platte Road in Section 29, Township 13 North, Range 13 East of the 6th P. M., Sarpy County, Nebraska, be subdivided for Estate purposes. This tract of land has been in the family since the 1880's and is to be passed onto two of their children being the 6th Generation of ownership.
- Currently the Tract is 19.4 and is to be subdivided into two new Lots of equal size containing 9.06 Acres.
- Each new Lot is to be used for a residential home and associated uses.
- Zoning being requested is RA in lieu of the current AG.

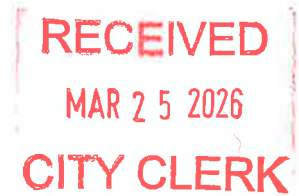
Please advise should additional questions or concerns need to be addressed.

Best Regards,

For the Owner,
Dennis L. Whitfield, P.E., L.S.

Shirley Harbin

From: Tammi Palm
Sent: Wednesday, March 25, 2026 8:03 AM
To: Susan Kluthe
Cc: Shirley Harbin
Subject: FW: [EXT] rezoning of 16402 S36th st.



Email of support for Agenda Item 12 a.

Thanks,

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

From: gregs1 <gregs1@cox.net>
Sent: Tuesday, March 24, 2026 5:15 PM
To: Tammi Palm <Tammi.Palm@bellevue.net>
Subject: [EXT] rezoning of 16402 S36th st.

Hello Tammi

My name is Greg Stava, I am the owner of Limestone Creek land co. LLC and Clearwater Land Co LLC. as both of my properties are within 300 ft. of the rezoning request of 16402 S136th street. Unfortunately I will not be able to attend the meeting as I will be out of town. But I have no issues with the rezoning and would recommend the rezoning to pass

Thank you

Greg Stava
402 850-8090

ORDINANCE NO. 4206

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 16402 S 36TH ST, 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. 4206 is hereby amended to change the zone classification of the following described parcel of land:

Lots 1 and 2, R & L Acres, being a replat of part of the Northeast 1/4 of the Northeast 1/4 lying North of La Platte Road, located in Section 29, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

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

(Kenneth L. and Rhonda L. Gearhart)

Section 2. This ordinance shall not take effect until such time as the small subdivision plat of R & L 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 _____, 2026.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: March 10, 2026		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to amend Section 2.04, Zoning Ordinance, adding an agritourism definition, and Section 5.05.03, adding agritourism as a conditional use permit in the AG zoning district. Applicant: Tim Colby. Case #190.

SYNOPSIS/BACKGROUND:

Tim Colby has submitted a text amendment to request the addition of "agritourism" as a definition in the zoning ordinance, as well as allowing "agritourism" as a conditional use permit the AG zoning district.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ordinance No. 4207"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Tim Colby
CASE #'s: 190
CITY COUNCIL HEARING DATE: April 7, 2026

REQUEST: to amend Section 2.04, Zoning Ordinance, adding an agritourism definition, and Section 5.05.03, adding agritourism as a conditional use permit in the AG zoning district.

On February 26, 2026, the City of Bellevue Planning Commission voted eight yes, zero no, one absent, and zero abstained:

APPROVAL of the text amendment, to include the addition of language that camping facilities are not allowed as part of the definition of agritourism.

VOTE:

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

Planning Commission Hearing was held on: February 26, 2026



We Influence The World!

MEMORANDUM

TO: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
FROM: Tammi Palm, Planning Director
DATE: March 10, 2026
RE: Text Amendment to Sections 2.16 and 5.05.03

Tim Colby has requested an amendment to Sections 2.16 and 5.05.03, City of Bellevue Zoning Ordinance, regarding adding a “multi-purpose agricultural facility” as a definition and a conditional use permit in the AG zoning district.

Mr. Colby is proposing to add the following definition of multi-purpose agricultural facility: a building or group of buildings located on a parcel zoned AG that supports agricultural production, education, and value-added agricultural activities. Such a facility may include a retail farm store, a commercial kitchen, and classroom or instructional space, provided that the facility remains accessory and supportive to agricultural use of the property.

Mr. Colby states the purpose of his amendment is to allow a facility in the AG zoning district which will integrate a retail farm store, commercial kitchen, and classroom/educational space within a single structure or coordinated structures on the same parcel. The applicant indicates that a retail farm store would sell agricultural products grown or produced on-site or locally, including fresh produce, packaged foods, and value-added agricultural goods. The applicant cites the key reasons for this amendment as economic development, allowing flexibility in the AG zoning district, promoting educational opportunities and community well-being and food literacy, and sustainability. The applicant’s submittal is attached for review.

Staff have researched similar regulations throughout our jurisdiction as well as regionally. Cass County defines the term “agritourism” as involving “any agriculture-based operation or activity that brings visitors to a farm, ranch, or acreage. Diversification is one way to maintain a thriving agricultural business model. As more and more farmers try to make ends meet many have looked at different ways of using their land while keeping acreage in farming or ranching and maintaining the rural culture that is so important to Cass County. Some of these opportunities include development of agritourism venues, such as farm store, bed and breakfasts and encouraging farm tour and festivals that celebrate the fruits of our county.”

Lancaster County allows “agricultural attractions” in their AG zoning district. Their ordinance defines this use as meaning “a premises used primarily for agriculture for the purpose of raising and harvesting crops for sale, but that also includes a limited amount of area devoted to the provisions of entertainment

for a period of no more than four months per year. Examples of agricultural attractions include, but are limited to, pumpkin patch, apple orchard, or corn maze where, in addition to agricultural production, there are areas for sale of other goods and entertainment. Attractions shall not include mechanical rides other than hayrack and sightseeing vehicles.”

Stanton County defines agritourism enterprise as “activities conducted on a working farm or ranch and offered to the public for the purpose of recreation, education, or active tourism related involvement in the farm or ranch operation. These activities must be incidental to the primary agricultural operation on the site or related to natural resources present on the property. This term includes farm tours, hayrides, corn mazes, pumpkin patches, classes related to agricultural products or skills, picnic and party facilities offered in conjunction with the above. An agritourism enterprise does not include accommodations uses or retail sales.” Stanton County allows permanent (more than four months) agritourism enterprise as a conditional use permit on agricultural parcels of more than 35 acres.

The American Planning Association defines agritourism as any activity incidental to the operation of a working farm that brings members of the public to the farm for educational, recreational, or retail purposes.

Staff is supportive of the applicant’s request; however, would recommend using the term “agritourism” rather than the suggested “multi-purpose agricultural facility.” The Planning Department proposes to define agritourism as “Activities conducted incidentally to the operation of a working farm and offered to the public for the purpose of educational, recreational, or retail purposes. Examples of agritourism include, but are not limited to, pumpkin patch, classes related to agricultural products or skills, corn mazes, and picnic and party facilities offered in conjunction with the above. Agritourism does not include camping facilities or mechanical rides other than hayrack and sightseeing vehicles.” Staff agrees agritourism fits as a conditional use permit in the AG zoning district. The applicant was contacted in regards to this suggested definition and is in agreement with this proposal.

As such, staff is recommending the following amendments:

Section 2.04 **A**

ABANDONMENT shall mean to cease or discontinue a use or activity without intent to resume as distinguished from short term interruptions such as during periods of remodeling, maintenance, or normal periods of vacation or seasonal closure.

ABUT, ABUTTING shall mean to border on, being contiguous with or have property or district lines in common, including property separated by an alley, but not a public street/road.

ACCESS OR ACCESS WAY shall mean the place, means, or way by which pedestrians and vehicles shall have safe, adequate, and usable ingress and egress to a property or use as required by this ordinance.

ACCESSORY LIVING QUARTERS shall mean living quarters located within an accessory building located on the same premises with the main building, for use by temporary guests of the occupant of the premises, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling unit.

ACCESSORY STRUCTURE shall mean a detached subordinate structure located on the same lot with the principal structure, the use of which is incidental and accessory to that of the principal

structure. Such structures shall be 750 square feet or 50% of the footprint of the principal structure up to maximum of 1200 square feet, unless otherwise provided herein.

ACCESSORY USE shall mean a use incidental, related, appropriate and clearly subordinate to the main use of the lot or building, which accessory use does not alter the principal use of the subject lot or affect other properties in the district.

ACREAGE shall mean any tract or parcel of land which does not qualify as a farm or development.

ADJACENT shall mean near, close, or abutting; for example, an Industrial District across the street or highway from a Residential District shall be considered as "Adjacent".

ADULT DAY CARE CENTER shall mean a facility that provides care and an array of social, medical, or other support services for a period of less than 24 consecutive hours to four or more persons who require or request such services due to age or functional impairment.

ADULT ENTERTAINMENT ESTABLISHMENT (See "Sexually Oriented Businesses")

ADVERTISING STRUCTURE shall mean any notice or advertisement, pictorial or otherwise, and all such structures used as an outdoor display, regardless of size and shape, for the purposes of making anything known, the origin or place of sale of which is not on the property with such Advertising Structure. (See also "Outdoor Advertising" and "Sign")

AESTHETIC ZONING shall mean the regulation of a building or site to accomplish a standard of exterior architectural appeal and/or neighborhood harmony.

AGRICULTURAL AND FARM BUILDINGS AND STRUCTURES shall mean any building or structure which is necessary or incidental to the normal conduct of an agricultural operation including but not limited to residence of the operator, residence of employees, barns, buildings and sheds for housing livestock, poultry and farm machinery, buildings for the storage or shelter of grain, hay and other crops, silos, windmills and water storage tanks.

AGRICULTURE shall mean the use of land for agriculture as the primary purpose of obtaining a profit by raising, harvesting, and selling crops or by the feeding, breeding, management, and sale of, or the produce of, livestock, poultry, fur-bearing animals, or honeybees, or for dairying and the sale of dairy products, or any other agricultural, aquacultural, floricultural, viticultural, or horticultural use. Agriculture shall not mean the keeping of wild animals including species defined as zoo animals. Agricultural use shall not be construed to include any parcel of land of less than ten acres or any non-agricultural commercial or industrial development.

AGRITOURISM shall mean activities conducted incidentally to the operation of a working farm and offered to the public for the purpose of educational, recreational, or retail purposes. Examples of agritourism include, but are not limited to, pumpkin patch, classes related to agricultural products or skills, corn mazes, and picnic and party facilities offered in conjunction with the above. Agritourism does not include camping facilities or mechanical rides other than hayrack and sightseeing vehicles.

AIRPORT shall mean any area which is used or is intended to be used for the taking off and landing of aircraft, excluding helicopters/helipads at medical facilities, and any appurtenant areas

which are used or are intended to be used for airport buildings or facilities, including open spaces, taxiways, and tie-down areas.

AIRPORT HAZARD ZONE the area of land surrounding an airport in which structures and land uses have the potential to obstruct the airspace required for the flight of an aircraft in landing or taking off at the airport or may be otherwise hazardous to such landing or taking off. This area consists of the required approach zone, turning zone, and transition zones. The outer boundary of this area is composed of a series of connected tangents and simple curves that also constitute the outer boundaries of the approach and turning zones.

ALLEY shall mean a minor public service street or public right-of-way measuring 20 feet or less in width, through a block of lots primarily for vehicular service access to the rear or side of properties otherwise abutting on another street. Buildings facing an alley shall not be construed as satisfying the requirements of this ordinance related to frontage on a dedicated street.

ALTERATION shall mean any change, addition or modification in construction or occupancy of an existing structure.

AMATEUR RADIO shall mean radio equipment and associated antennas or support structures for the purpose of receiving or transmitting communications by a radio station as described in Section 153(g) of Title 47 of the Code of Federal Regulations (CFR) and which is operated under license by the FCC.

AMENDMENT shall mean a change in the wording, context, or substance of this ordinance, an addition or deletion or a change in the district boundaries or classifications upon the zoning map.

AMUSEMENT ARCADE shall mean a building or a part of a building where five or more pinball machines, video games, or other similar player-orientated amusement devices are available and are maintained for use.

AMUSEMENT PARK shall mean a facility, primarily outdoors, that may include structures and buildings, where there are various devices for entertainment, including rides, booths for the conduct of games or sale of items, buildings for shows and entertainment, and restaurants and souvenir sales.

ANIMAL HOSPITAL shall mean a place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel shall be limited to short time boarding and shall be only incidental to such hospital use.

ANIMAL UNIT shall mean a unit of measurement to compare various domestic animal types based upon equivalent waste generation. One animal unit equals the following:

One A.U.= One Cow/Calf combination

One A.U.= One Slaughter, Feeder Cattle;

One A.U.= One Horse;

One A.U.= Seven Tenths Mature Dairy Cattle;

One A.U.= Two and One Half Swine (55 pounds or more);

One A.U.= Twenty Five Weaned Pigs (less than 55 pounds);

One A.U.= Two Sows with Litters;

One A.U.= 10 Sheep;

One A.U.= 100 Chickens;

One A.U.= 50 Turkeys;
One A.U.= Five Ducks.

ANIMALS, DOMESTIC (See “Household Pet”)

ANIMAL SPECIALTY SERVICES shall refer to establishments primarily engaged in pet grooming, clipping, bathing, daycare, training courses, obedience classes, and similar services; and does not include veterinary services or overnight boarding kennels.

ANTENNA shall mean any attached or external system of wires, poles, rods, reflecting disks or similar devices used for the transmission or reception of electromagnetic waves. (See also “Tower”)

ANTIQUÉ STORE shall mean a place offering primarily antiques for sale. An antique for the purpose of this ordinance shall be a work of art, piece of furniture, decorative object, or the like, of belonging to the past, at least 30 years old.

APARTMENT shall mean a room or a suite of rooms within an apartment house or multiple family dwelling arranged, intended or designed for a place of residence of a single family or group of individuals living together as a single housekeeping unit. (See also “Dwelling Unit”)

APARTMENT HOTEL shall mean an apartment house which furnishes services for the use of its tenants which are ordinarily furnished by hotels, but the privilege of which are not primarily available to the public. (See also “Dwelling, Multi-family”)

APPAREL SHOP shall mean retail stores where clothing is sold, such as department stores, shoe stores, and dress, hosiery, and millinery shops.

APPLIANCE STORE shall refer to retail shops selling equipment used for domestic functions. A store may include heavy appliances such as refrigerators, washers, dryers, ovens, dishwashers, or other similar domestic equipment. The store may also include smaller appliances such as televisions, computers, radios, microwaves, and other similar domestic equipment.

APPURTENANCES shall mean the visible, functional objects accessory to and part of buildings.

ARCHITECTURAL CANOPY SIGN (See “Sign, Architectural Canopy”)

ARCHITECTURAL CHARACTER shall mean the basic aesthetic idea of a building, or group of buildings or structures, including the site and landscape development that produces the architectural character.

ARCHITECTURAL FEATURE shall mean a prominent or significant part or element of a building, structure, or site. Architectural features may include special lines, massing, and/or texture.

1. **LINES** shall mean visual elements of the building, either within the façade or on the building edge, which are in a linear form either horizontally or vertically and may be composed of masonry, glass, or other related materials.
2. **MASS** shall pertain to the volume, bulk of a building or structure.
3. **TEXTURE** shall mean the quality of a surface, ranging from mirror finish, smooth, to coarse and unfinished.

ARCHITECTURAL STYLE shall mean the characteristic form and detail, as of buildings of a particular historic period.

AREA shall mean a piece of land capable of being described with such detail that its location may be established, and boundaries definitely ascertained.

ART GALLERY shall mean an establishment engaged in the sale, loan, or display of art books, paintings, sculpture, or other works of art. This clarification does not include libraries, museums, or non-commercial art galleries.

ARTISAN PRODUCTION SHOP shall mean a building or portion thereof used for the creation of original handmade works of art or craft items by more than three artists or artisans, as either a principal or accessory use.

ARTIST STUDIO shall mean a place of work by an artist, artisan, or craftsman, including persons engaged in the application, teaching, or performance of fine arts such as, but not limited to, drawing, vocal or instrumental music, painting, sculpture, and writing.

ASSISTED LIVING FACILITY shall mean any place or facility caring for six or more individuals and who, by choice or due to functional impairments, may need personal care and may need supervised nursing care to compensate for activities of daily living limitations and in which the place or facility includes apartments for residents and provides or coordinates a range of services including personal care or supervised nursing care available 24 hours a day, seven days a week for the support of resident independence. The provision of skilled nursing procedures to a resident in an assisted living facility is not prohibited by this act. Generally, the skilled services provided in an assisted living facility shall be provided on an intermittent or limited term basis, or if limited in scope, a regular basis.

ATTACHED PERMANENTLY shall mean attached to real estate in such a way as to require dismantling, cutting away, unbolting from permanent foundation or structural change in such structure in order to relocate it to another site.

AUCTION SALES shall mean a building or structure, or lands used for the storage of goods, materials or livestock which are to be sold on the premises by public auction and for the sale of the said goods, materials or livestock by public auction and on an occasional basis. Auction sales also includes motor vehicle wholesale sales, including trucks, vans, recreational vehicles, boats or motorcycles or other similar motorized transportation vehicles.

AUTOMATED TELLER MACHINE (ATM) shall mean an automated device that performs banking or financial functions at a location remote from the controlling financial institution.

AUTOMOBILE SALES shall mean the storage and display for sale or lease of more than two motor vehicles or any type of trailer (provided the trailer is unoccupied) at any one time and/or a total of ten or more sold or leased during the course of a calendar year, and where repair or body work is incidental to the operation of the new or used vehicle sales or leasing. Automobile sales includes all motor vehicle retail sales and leases including trucks, vans, recreational vehicles, boats or motorcycles or other similar motorized transportation vehicles. (See also "Auction Sales")

AUTOMOTIVE AND ENGINE REPAIR SERVICES shall refer to any building, structure, improvements, or land used for the repair and maintenance of automobiles, motorcycles, trucks, trailers, watercraft, small engine equipment (such as snow blowers and lawnmowers), or similar vehicles, including but not limited to body, fender, muffler, or upholstery work; oil change and lubrication; painting services; collision services; and tire service and sales. This definition does not include the storage of such vehicles or equipment.

1. **LIGHT AUTO AND ENGINE REPAIR SERVICES** shall mean repair and maintenance of automobiles, motorcycles, light trucks (less than 15,000 pounds gross license weight), trailers, watercraft, small engine equipment, or similar vehicles, including the replacement of minor assemblies or parts; oil change and lubrications; tune-ups; engine repair; tire repair, service and sales; upholstery work; but not including body and fender work, painting, or similar type of work.

2. **HEAVY AUTO AND ENGINE REPAIR SERVICES** shall mean repair and maintenance of automobiles, motorcycles, trucks, trailers, watercraft, small engine equipment, or similar vehicles, including but not limited to body work and painting services.

AUTOMOBILE SERVICES shall refer to any building, structure, improvements or land used for the general maintenance of automobiles, motorcycles, trucks, trailers or similar vehicles including but not limited to washing, cleaning, and/or detailing; installation of car stereos, accessories, or other light equipment; paintless dent removal; and minor painting.

AUTO WRECKING shall mean the collecting, burning out, dismantling or wrecking of used motor vehicles, wheeled or track laying equipment, or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked motor vehicles, wheeled or track laying equipment, or trailers or their parts. The dismantling and rebuilding other than custom repair, of more than one motor vehicle, piece of wheeled or track laying equipment, or trailer at a time even though not for profit or a principal use of a parcel of land shall be defined as auto wrecking. The storage of a partially dismantled motor vehicle, piece of wheeled or track laying equipment or trailer shall be considered auto wrecking.

(Ord No. 3757, April 28, 2014)

Section 5.05 AG Agricultural District

5.05.01 Intent: The Agricultural District is established for the purpose of preserving agricultural resources within the extraterritorial jurisdiction of Bellevue and is unlikely to be compatible with adjacent urban growth within the planning period. However, it is not intended for commercial feedlot operations for livestock or poultry because these uses are 1) not in the identified growth areas for the community, and 2) accommodating very low-density residential development, the district is designed to limit urban sprawl.

5.05.02 Permitted Uses:

The following principal uses are permitted in the AG District.

1. Farming, pasturing, animal husbandry, orchards, greenhouses, and nurseries, including the sale of products raised on the premises, subject to rules and regulations of the Board of Health and NDEQ, provided that no livestock feedlot or yard for more than 25 animals shall be established.
2. Ranch and farm dwellings for the owners and their families, tenants, and employees.
3. Single family dwellings.
4. Bed & Breakfasts.
5. Kennels, stables and riding academies.
6. Public overhead and underground local distribution utilities.
7. Public parks and recreation areas, playgrounds and conservation areas including flood control facilities operated by the City of Bellevue or other political subdivision.

8. Public services and publicly owned and operated facilities, including utilities, but not including general offices, material yards or repair shops. Such facilities shall observe yard space rules but shall not be required to provide the full lot size and lot width requirement.
9. Railroads, not including sidings, switching, terminal facilities, freight yards, service repair, or administrative facilities.
10. Personal use of recreational vehicles, limited to one recreational vehicle per lot and provided that use of recreational vehicles located within the 100-year floodplain shall be subject to the regulations of Section 5.30 of this ordinance.

5.05.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the AG district as recommended by the Planning Commission and approved by the City Council.

1. Agritourism
 - A. Any buildings constructed for this use shall be designed to be compatible with surrounding land uses in terms of scale and appearance as determined through the conditional use permit process.
 - B. Adequate off-street parking shall be provided as determined by city staff and shown on an approved site plan.
2. Campgrounds.
3. Cemeteries provided all structures are located at least 100 feet from all property lines.
4. Commercial mines, quarries and sand and gravel pits.
5. Commercial/Utility grade wind energy systems, subject to Section 8.10.
6. Construction batch plants that are temporary in nature.
7. Family Child Care Home II which comply with Nebraska State Statutes.
8. Governmental services – administrative services.
9. Governmental services – maintenance and service facilities.
10. Hospital, nursing homes, assisted living, and convalescent facilities.
11. Indoor/Outdoor Recreation facilities.
12. Private recreation areas and facilities including country clubs and golf courses (but not miniature golf) on at least five acres, and swimming pools.
13. Public and quasi-public buildings and structures and uses of an administrative, educational, religious, cultural or public service type including colleges.
14. Radio, television and wireless communication towers and transmitters, as per Section 8.05.
15. Recreational camps operated by public, charitable or religious organizations.
16. Religious institutions such as churches, synagogues, chapels, and similar places of religious worship and instruction.
17. Wastewater treatment facilities.
18. Winery, including subordinate use of microbrewery.

5.05.04 Permitted Accessory Uses:

1. Wireless Communication Towers and Antennas, as per Section 8.05.
2. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds, barns, stables, and garages, provided size of the accessory structure is in conformance with these regulations.
3. Family Child Care Home I
4. Guest houses not rented or otherwise conducted as a business.
5. Home based businesses, as per Section 8.04.
6. Incidental public safety uses such as emergency sirens.
7. Living quarters for not more than two persons regularly employed on the premises.
8. Offices incidental to and necessary for conducting a permitted use.

9. Portable Outdoor Storage shall be a permitted accessory uses subject to the following conditions:
 - A. Portable outdoor storage shall be permitted for no more than seven days in any thirty-day period.
 - B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
 - C. Portable outdoor storage containers shall be placed on an approved hard surface.
 - D. No more than one portable outdoor storage container may be located on a lot at any one time.
10. Private swimming pool, tennis court and other similar facilities in conjunction with a residence.
11. Raising and care of animals for 4-H, Future Farmers of America (FFA), recreational uses, or other rural/school organizations.
12. Residential and small wind energy systems, subject to Section 8.10.
13. Roadside stands not exceeding 400 square feet in floor area, for the sale of agricultural products grown on the premises.
14. Signs as provided for in Article 7.
15. Storage or parking of vehicles, boats, campers and trailer, as per Sections 8.01-8.03.
16. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
17. The keeping of dogs, cats, and other household pets.

5.05.05 Height and Lot Requirements:

1. The height and minimum lot requirements shall be as follows:

Uses	Lot Area (Acres)	Lot Width (ft)	Front Yard (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Max. Height (ft)
Residential Dwelling	20	150	35 ¹	25	20	35	35
Other Permitted Uses	20	150	35 ¹	25	20	35	35
Conditional Uses	20	150	35 ¹	25	20	35	35
Accessory Buildings	-	-	35 ¹	25	20	20	35

¹ If along a county road then measured from road right-of-way.

5.05.06 Miscellaneous Provisions:

1. The maximum gross floor area ratio is 0.1.
2. The Maximum ground coverage including accessory buildings is 10 percent
3. Only one building for living purposes shall be permitted on one zoning lot except as otherwise provided herein. (*Ord. No. 3692, Dec. 10, 2012*)

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends APPROVAL of the text amendment, to include the addition of language that camping facilities are not allowed as part of the definition of agritourism.

JUSTIFICATION FOR TEXT AMENDMENT

Purpose of Amendment

The proposed text amendment will allow the establishment of a **Multi-Purpose Agricultural Facility** in the **Agricultural District (minimum 20 acres)** as a **Conditional Use**. The facility will integrate a **retail farm store, commercial kitchen, and classroom/educational space** within a single, well-regulated structure or coordinated structures on the same parcel.

Consistency with Community Values

Bellevue has a history of supporting local agricultural activities and sustainable economic development. Enabling farm-based retail, value-added food production, and agricultural education on larger parcels promotes local food systems, preserves agricultural land, and stimulates local commerce.

Land Use Compatibility

The Agricultural zoning category is designed to preserve agricultural operations and open land while supporting compatible accessory and conditional uses. The proposed facility is inherently linked to agricultural production and will operate secondary to normal farming activities, thereby maintaining the rural and agricultural character of the district.

Public Benefit

This amendment fosters economic diversification, community education on sustainable food systems, and value-added agriculture—priorities that align with Bellevue’s planning objectives and long-term land use goals.

Key Points:

Economic Development:

- Support small business and agricultural enterprises.
- Encourage local jobs and value-added production.

Land Use & Agriculture:

- Preserve agricultural land and rural character.
- Allow flexible and compatible agriculture- related uses.

Education & Community:

- Promote educational opportunities for all ages in community programs.
- Support community well-being and food literacy.

Sustainability:

- Encourage sustainable food systems.
- Support local production and consumption of agricultural products.

This amendment directly supports these common comprehensive plan themes by enabling diversified agricultural uses that benefit the community.

Proposed Amendment to Ag District- Conditional Use- 5.05.03

Multi-Purpose Agricultural Facility, subject to the following standards:

Allowed Components

A Multi-Purpose Agricultural Facility may include the following uses within one structure or integrated structures on the same lot:

1. **Retail Farm Store**
 - Sale of agricultural products grown or produced on-site or locally, including fresh produce, packaged foods, and value-added agricultural goods.
 - Limited accessory sales of related items such as seeds, plants, or farm-related merchandise.
2. **Commercial Kitchen**
 - A licensed commercial kitchen used for the preparation, processing, or packaging of food products.
 - Food production may include value-added agricultural products such as preserves, baked goods, sauces, or similar items.
 - Food produced may be sold on-site or distributed off-site, subject to applicable state and local health regulations.
3. **Classroom or Educational Space**
 - Space used for instructional, educational, or training purposes related to agriculture, food production, nutrition, sustainability, or similar topics.
 - May include workshops, demonstrations, or small group classes.

Operational Standards

The following standards shall apply to all Multi-Purpose Agricultural Facilities:

1. **Primary Use**
 - The facility shall be operated in a manner that supports agricultural, food production, or educational activities as its primary purpose.
2. **Building Design and Scale**
 - The building shall be designed to be compatible with surrounding land uses in terms of scale, appearance, and intensity.
3. **Traffic and Parking**
 - Adequate off-street parking shall be provided to support retail, educational, and staff needs, as determined by the City.
4. **Hours of Operation**

- Hours of operation may be limited as part of site plan approval or conditional use approval to ensure compatibility with surrounding uses.
5. **Noise, Odor, and Waste**
- Operations shall comply with all applicable noise, odor, and waste disposal regulations.
 - Commercial kitchen activities shall be conducted indoors.
6. **Licensing and Compliance**
- All applicable local, state, and federal licenses and permits shall be obtained and maintained, including health department approvals.
-

This amendment is intended to promote local agriculture, small business development, food education, and community engagement by allowing integrated facilities that combine retail, food production, and educational uses in a single, well-regulated location.

The purpose of this text amendment is to allow greater flexibility for agricultural, educational, and small-scale food production uses by permitting a multi-purpose agricultural facility that combines a retail farm store, a commercial kitchen, and classroom or educational space within a single building, subject to appropriate standards.

PROPOSED TEXT AMENDMENT

City of Bellevue, Nebraska – Land Use Code

Section 2: Amendment to Definitions

Add the following definition to the Definitions section of the Land Use Code:

Multi-Purpose Agricultural Facility

A building or group of buildings located on a parcel zoned Agricultural District (minimum twenty (20) acres) that supports agricultural production, education, and value-added agricultural activities. Such a facility may include a retail farm store, a commercial kitchen, and classroom or instructional space, provided that the facility remains accessory and supportive to agricultural use of the property.

Proposed New Use Definition

Multi-Purpose Agricultural Facility

A building or group of buildings designed to support agricultural production, education, and direct-to-consumer sales, which may include a retail farm store, a commercial kitchen, and classroom or instructional space. Such facilities are intended to support local agriculture, value-added food production, and community education.

ORDINANCE NO.4207

AN ORDINANCE TO AMEND SECTIONS 2.04 AND 5.05.03, ORDINANCE NO. 4146, BELLEVUE ZONING ORDINANCE, RELATING TO DEFINITIONS AND CONDITIONAL USES IN THE AG AGRICULTURAL DISTRICT; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 2.04, "A," of Ordinance No. 4146 hereby amended to read as follows:

Section 2.04 **A**

ABANDONMENT shall mean to cease or discontinue a use or activity without intent to resume as distinguished from short term interruptions such as during periods of remodeling, maintenance, or normal periods of vacation or seasonal closure.

ABUT, ABUTTING shall mean to border on, being contiguous with or have property or district lines in common, including property separated by an alley, but not a public street/road.

ACCESS OR ACCESS WAY shall mean the place, means, or way by which pedestrians and vehicles shall have safe, adequate, and usable ingress and egress to a property or use as required by this ordinance.

ACCESSORY LIVING QUARTERS shall mean living quarters located within an accessory building located on the same premises with the main building, for use by temporary guests of the occupant of the premises, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling unit.

ACCESSORY STRUCTURE shall mean a detached subordinate structure located on the same lot with the principal structure, the use of which is incidental and accessory to that of the principal structure. Such structures shall be 750 square feet or 50% of the footprint of the principal structure up to maximum of 1200 square feet, unless otherwise provided herein.

ACCESSORY USE shall mean a use incidental, related, appropriate and clearly subordinate to the main use of the lot or building, which accessory use does not alter the principal use of the subject lot or affect other properties in the district.

ACREAGE shall mean any tract or parcel of land which does not qualify as a farm or development.

ADJACENT shall mean near, close, or abutting; for example, an Industrial District across the street or highway from a Residential District shall be considered as "Adjacent".

ADULT DAY CARE CENTER shall mean a facility that provides care and an array of social, medical, or other support services for a period of less than 24 consecutive hours to four or more persons who require or request such services due to age or functional impairment.

ADULT ENTERTAINMENT ESTABLISHMENT (See "Sexually Oriented Businesses")

ADVERTISING STRUCTURE shall mean any notice or advertisement, pictorial or otherwise, and all such structures used as an outdoor display, regardless of size and shape, for the purposes of making anything known, the origin or place of sale of which is not on the property with such Advertising Structure. (See also "Outdoor Advertising" and "Sign")

AESTHETIC ZONING shall mean the regulation of a building or site to accomplish a standard of exterior architectural appeal and/or neighborhood harmony.

AGRICULTURAL AND FARM BUILDINGS AND STRUCTURES shall mean any building or structure which is necessary or incidental to the normal conduct of an agricultural operation including but not limited to residence of the operator, residence of employees, barns, buildings and sheds for housing livestock, poultry and farm machinery, buildings for the storage or shelter of grain, hay and other crops, silos, windmills and water storage tanks.

AGRICULTURE shall mean the use of land for agriculture as the primary purpose of obtaining a profit by raising, harvesting, and selling crops or by the feeding, breeding, management, and sale of, or the produce of, livestock, poultry, fur-bearing animals, or honeybees, or for dairying and the sale of dairy products, or any other agricultural, aquacultural, floricultural, viticultural, or horticultural use. Agriculture shall not mean the keeping of wild animals including species defined as zoo animals. Agricultural use shall not be construed to include any parcel of land of less than ten acres or any non-agricultural commercial or industrial development.

AGRITOURISM shall mean activities conducted incidentally to the operation of a working farm and offered to the public for the purpose of educational, recreational, or retail purposes. Examples of agritourism include, but are not limited to, pumpkin patch, classes related to agricultural products or skills, corn mazes, and picnic and party facilities offered in conjunction with the above. Agritourism does not include camping facilities or mechanical rides other than hayracks and sightseeing vehicles.

AIRPORT shall mean any area which is used or is intended to be used for the taking off and landing of aircraft, excluding helicopters/helipads at medical facilities, and any appurtenant areas which are used or are intended to be used for airport buildings or facilities, including open spaces, taxiways, and tie-down areas.

AIRPORT HAZARD ZONE the area of land surrounding an airport in which structures and land uses have the potential to obstruct the airspace required for the flight of an aircraft in landing or taking off at the airport or may be otherwise hazardous to such landing or taking off. This area consists of the required approach zone, turning zone, and transition zones. The outer boundary of this area is composed of a series of connected tangents and simple curves that also constitute the outer boundaries of the approach and turning zones.

ALLEY shall mean a minor public service street or public right-of-way measuring 20 feet or less in width, through a block of lots primarily for vehicular service access to the rear or side of properties otherwise abutting on another street. Buildings facing an alley shall not be construed as satisfying the requirements of this ordinance related to frontage on a dedicated street.

ALTERATION shall mean any change, addition or modification in construction or occupancy of an existing structure.

AMATEUR RADIO shall mean radio equipment and associated antennas or support structures for the purpose of receiving or transmitting communications by a radio station as described in Section 153(g) of Title 47 of the Code of Federal Regulations (CFR) and which is operated under license by the FCC.

AMENDMENT shall mean a change in the wording, context, or substance of this ordinance, an addition or deletion or a change in the district boundaries or classifications upon the zoning map.

AMUSEMENT ARCADE shall mean a building or a part of a building where five or more pinball machines, video games, or other similar player-orientated amusement devices are available and are maintained for use.

AMUSEMENT PARK shall mean a facility, primarily outdoors, that may include structures and buildings, where there are various devices for entertainment, including rides, booths for the conduct of games or sale of items, buildings for shows and entertainment, and restaurants and souvenir sales.

ANIMAL HOSPITAL shall mean a place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel shall be limited to short time boarding and shall be only incidental to such hospital use.

ANIMAL UNIT shall mean a unit of measurement to compare various domestic animal types based upon equivalent waste generation. One animal unit equals the following:
One A.U.= One Cow/Calf combination

One A.U.= One Slaughter, Feeder Cattle;

One A.U.= One Horse;

One A.U.= Seven Tenths Mature Dairy Cattle;

One A.U.= Two and One Half Swine (55 pounds or more);

One A.U.= Twenty Five Weaned Pigs (less than 55 pounds);

One A.U.= Two Sows with Litters;

One A.U.= 10 Sheep;

One A.U.= 100 Chickens;

One A.U.= 50 Turkeys;

One A.U.= Five Ducks.

ANIMALS, DOMESTIC (See “Household Pet”)

ANIMAL SPECIALTY SERVICES shall refer to establishments primarily engaged in pet grooming, clipping, bathing, daycare, training courses, obedience classes, and similar services; and does not include veterinary services or overnight boarding kennels.

ANTENNA shall mean any attached or external system of wires, poles, rods, reflecting disks or similar devices used for the transmission or reception of electromagnetic waves. (See also “Tower”)

ANTIQUÉ STORE shall mean a place offering primarily antiques for sale. An antique for the purpose of this ordinance shall be a work of art, piece of furniture, decorative object, or the like, of belonging to the past, at least 30 years old.

APARTMENT shall mean a room or a suite of rooms within an apartment house or multiple family dwelling arranged, intended or designed for a place of residence of a single family or group of individuals living together as a single housekeeping unit. (See also “Dwelling Unit”)

APARTMENT HOTEL shall mean an apartment house which furnishes services for the use of its tenants which are ordinarily furnished by hotels, but the privilege of which are not primarily available to the public. (See also “Dwelling, Multi-family”)

APPAREL SHOP shall mean retail stores where clothing is sold, such as department stores, shoe stores, and dress, hosiery, and millinery shops.

APPLIANCE STORE shall refer to retail shops selling equipment used for domestic functions. A store may include heavy appliances such as refrigerators, washers, dryers, ovens, dishwashers, or other similar domestic equipment. The store may also include smaller appliances such as televisions, computers, radios, microwaves, and other similar domestic equipment.

APPURTENANCES shall mean the visible, functional objects accessory to and part of buildings.

ARCHITECTURAL CANOPY SIGN (See “Sign, Architectural Canopy”)

ARCHITECTURAL CHARACTER shall mean the basic aesthetic idea of a building, or group of buildings or structures, including the site and landscape development that produces the architectural character.

ARCHITECTURAL FEATURE shall mean a prominent or significant part or element of a building, structure, or site. Architectural features may include special lines, massing, and/or texture.

1. **LINES** shall mean visual elements of the building, either within the façade or on the building edge, which are in a linear form either horizontally or vertically and may be composed of masonry, glass, or other related materials.
2. **MASS** shall pertain to the volume, bulk of a building or structure.
3. **TEXTURE** shall mean the quality of a surface, ranging from mirror finish, smooth, to coarse and unfinished.

ARCHITECTURAL STYLE shall mean the characteristic form and detail, as of buildings of a particular historic period.

AREA shall mean a piece of land capable of being described with such detail that its location may be established, and boundaries definitely ascertained.

ART GALLERY shall mean an establishment engaged in the sale, loan, or display of art books, paintings, sculpture, or other works of art. This clarification does not include libraries, museums, or non-commercial art galleries.

ARTISAN PRODUCTION SHOP shall mean a building or portion thereof used for the creation of original handmade works of art or craft items by more than three artists or artisans, as either a principal or accessory use.

ARTIST STUDIO shall mean a place of work by an artist, artisan, or craftsman, including persons engaged in the application, teaching, or performance of fine arts such as, but not limited to, drawing, vocal or instrumental music, painting, sculpture, and writing.

ASSISTED LIVING FACILITY shall mean any place or facility caring for six or more individuals and who, by choice or due to functional impairments, may need personal care and may need supervised nursing care to compensate for activities of daily living limitations and in which the place or facility includes apartments for residents and provides or coordinates a range of services including personal care or supervised nursing care available 24 hours a day, seven days a week for the support of resident independence. The provision of skilled nursing procedures to a resident in an assisted living facility is not prohibited by this act. Generally, the skilled services provided in an assisted living facility shall be provided on an intermittent or limited term basis, or if limited in scope, a regular basis.

ATTACHED PERMANENTLY shall mean attached to real estate in such a way as to require dismantling, cutting away, unbolting from permanent foundation or structural change in such structure in order to relocate it to another site.

AUCTION SALES shall mean a building or structure, or lands used for the storage of goods, materials or livestock which are to be sold on the premises by public auction and for the sale of the said goods, materials or livestock by public auction and on an occasional basis. Auction sales also includes motor vehicle wholesale sales, including trucks, vans, recreational vehicles, boats or motorcycles or other similar motorized transportation vehicles.

AUTOMATED TELLER MACHINE (ATM) shall mean an automated device that performs banking or financial functions at a location remote from the controlling financial institution.

AUTOMOBILE SALES shall mean the storage and display for sale or lease of more than two motor vehicles or any type of trailer (provided the trailer is unoccupied) at any one time and/or a total of ten or more sold or leased during the course of a calendar year, and where repair or body work is incidental to the operation of the new or used vehicle sales or leasing. Automobile sales includes all motor vehicle retail sales and leases including trucks, vans, recreational vehicles, boats or motorcycles or other similar motorized transportation vehicles. (See also "Auction Sales")

AUTOMOTIVE AND ENGINE REPAIR SERVICES shall refer to any building, structure, improvements, or land used for the repair and maintenance of automobiles, motorcycles, trucks, trailers, watercraft, small engine equipment (such as snow blowers and lawnmowers), or similar vehicles, including but not limited to body, fender, muffler, or upholstery work; oil change and lubrication; painting services; collision services; and tire service and sales. This definition does not include the storage of such vehicles or equipment.

1. **LIGHT AUTO AND ENGINE REPAIR SERVICES** shall mean repair and maintenance of automobiles, motorcycles, light trucks (less than 15,000 pounds gross license weight), trailers, watercraft, small engine equipment, or similar vehicles, including the replacement of minor assemblies or parts; oil change and lubrications; tune-ups; engine repair; tire repair, service and sales; upholstery work; but not including body and fender work, painting, or similar type of work.

2. **HEAVY AUTO AND ENGINE REPAIR SERVICES** shall mean repair and maintenance of automobiles, motorcycles, trucks, trailers, watercraft, small engine equipment, or similar vehicles, including but not limited to body work and painting services.

AUTOMOBILE SERVICES shall refer to any building, structure, improvements or land used for the general maintenance of automobiles, motorcycles, trucks, trailers or similar vehicles including but not limited to washing, cleaning, and/or detailing; installation of car stereos, accessories, or other light equipment; paintless dent removal; and minor painting.

AUTO WRECKING shall mean the collecting, burning out, dismantling or wrecking of used motor vehicles, wheeled or track laying equipment, or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked motor vehicles, wheeled or track laying equipment, or trailers or their parts. The dismantling and rebuilding other than custom repair, of more than one motor vehicle, piece of wheeled or track laying equipment, or trailer at a time even though not for profit or a principal use of a parcel of land shall be defined as auto wrecking. The storage of a partially dismantled motor vehicle, piece of wheeled or track laying equipment or trailer shall be considered auto wrecking.

(Ord No. 3757, April 28, 2014); AND

5.05.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the AG district as recommended by the Planning Commission and approved by the City Council.

1. Agritourism

- A. Any buildings constructed for this use shall be designed to be compatible with surrounding land uses in terms of scale and appearance as determined through the conditional use permit process.
- B. Adequate off-street parking shall be provided as determined by city staff and shown on an approved site plan.
- 2. Campgrounds.
- 3. Cemeteries provided all structures are located at least 100 feet from all property lines.
- 4. Commercial mines, quarries and sand and gravel pits.
- 5. Commercial/Utility grade wind energy systems, subject to Section 8.10.
- 6. Construction batch plants that are temporary in nature.
- 7. Family Child Care Home II which comply with Nebraska State Statutes.
- 8. Governmental services – administrative services.
- 9. Governmental services – maintenance and service facilities.
- 10. Hospital, nursing homes, assisted living, and convalescent facilities.
- 11. Indoor/Outdoor Recreation facilities.
- 12. Private recreation areas and facilities including country clubs and golf courses (but not miniature golf) on at least five acres, and swimming pools.
- 13. Public and quasi-public buildings and structures and uses of an administrative, educational, religious, cultural or public service type including colleges.
- 14. Radio, television and wireless communication towers and transmitters, as per Section 8.05.
- 15. Recreational camps operated by public, charitable or religious organizations.
- 16. Religious institutions such as churches, synagogues, chapels, and similar places of religious worship and instruction.
- 17. Wastewater treatment facilities.
- 18. Winery, including subordinate use of microbrewery.

Section 3. That Sections 2.04 and 5.05.03 of Ordinance No. 4146, Bellevue Zoning Ordinance, as heretofore existing are hereby repealed:

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

ADOPTEd by the Mayor and City Council this _____ day of _____, 2026.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
4/7/2026

COUNCIL MEETING DATE: April 7, 2026		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to approve the detachment of Outlot A, Mora Acres, the South 100' of Lot 2, Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Klancy Peterson for Orchard Valley, Inc.

SYNOPSIS/BACKGROUND:

Klancy Peterson, on behalf of Orchard Valley, Inc, is requesting the de-annexation of three vacant lots in order to facilitate the development of Phases IV and V of Sanitary and Improvement District 298 (Spring Ridge). Two of these lots are outlots, and the third lot is a partial lot adjacent to Outlot B, Green Meadows. No residences or structures are affected by this detachment request.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff recommends approval of this request.

ATTACHMENTS:

1. Letter from Klancy Peterson	2. Maps	3. Ordinance No 4210
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]

November 25, 2025

Aimee Bataillon
City Attorney, City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: SID 298 Phase IV & V- Detachment Request

Ms. Bataillon:

This letter is to request the detachment of the below described real property from the city limits of City of Bellevue pursuant to Nebraska Revised Statute §18-3316 on behalf of Lionel Mora and Martha B. Mora, Trustees of the Lionel and Martha Mora Living Trused dated June 25, 2018 (“Mora”) and Orchard Valley, Inc., a Nebraska corporation, (“Orchard Valley”)

Detachment Request #1

Mora requests the detachment of Outlot A, Mora Acres, an addition to the City of Bellevue, Sarpy County, Nebraska. Mora Acres has recently been replatted and a Parcel Number has not yet been assigned to Outlot A. This request will be supplemented with a Parcel Number once it has been generated.

Detachment Request #2

Orchard Valley requests the detachment of the following two properties:

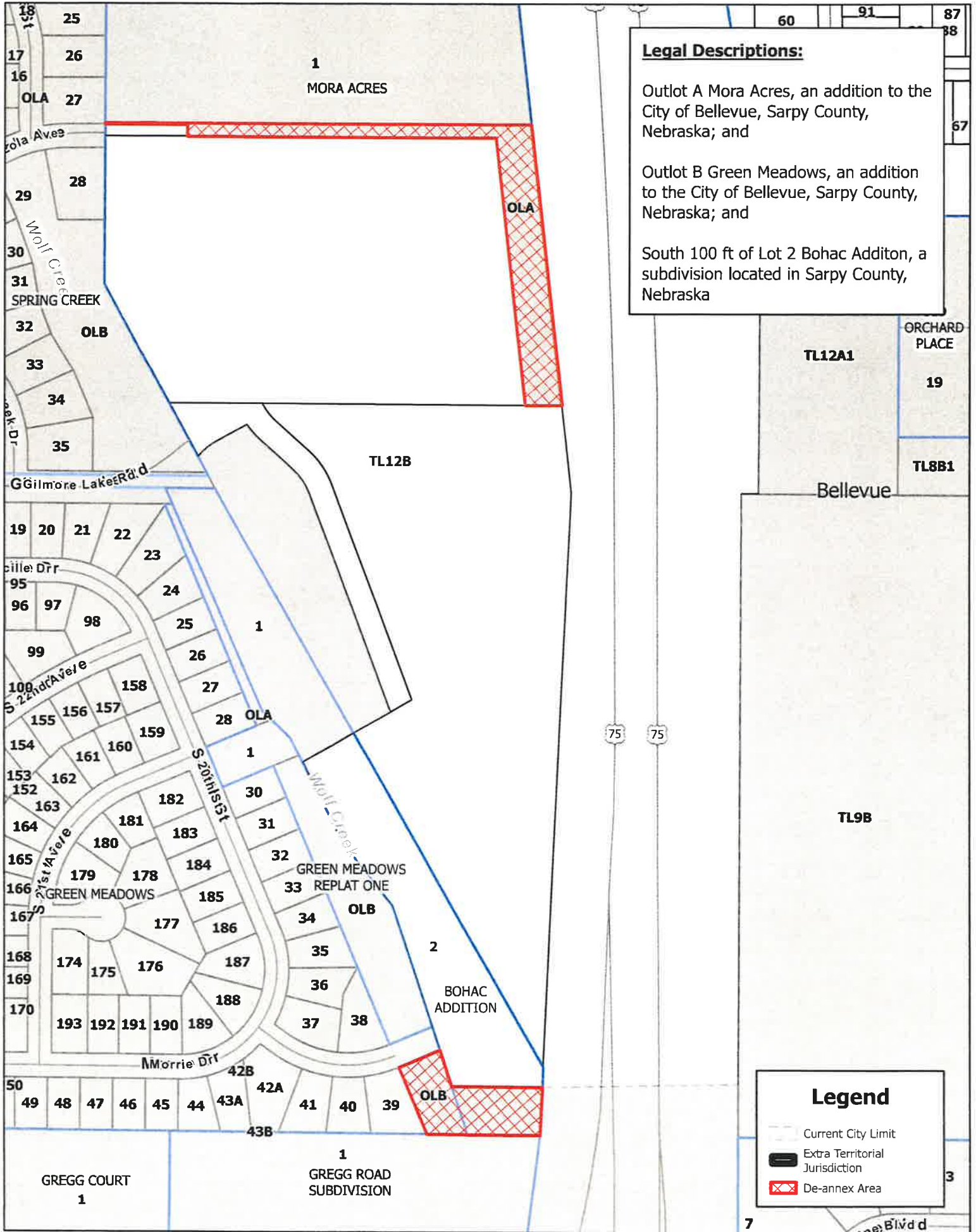
1. Parcel #010934928. Legally described as Outlot B, Green Meadows an addition to the City of Bellevue, Sarpy County, Nebraska.
2. Parcel #011254653, legally described as the South 100’ of Lot 2, Bohac Addition, a subdivision located in Sarpy County Nebraska.

The requested detachments are to facilitate the development of Phases IV and V of Sanitary and Improvement District 298. If any additional information is needed or if you have any questions, please contact Klancy M. Peterson, 402-991-8919.

Sincerely,

s/Klancy M. Peterson

Klancy M. Peterson



Legal Descriptions:

Outlot A Mora Acres, an addition to the City of Bellevue, Sarpy County, Nebraska; and

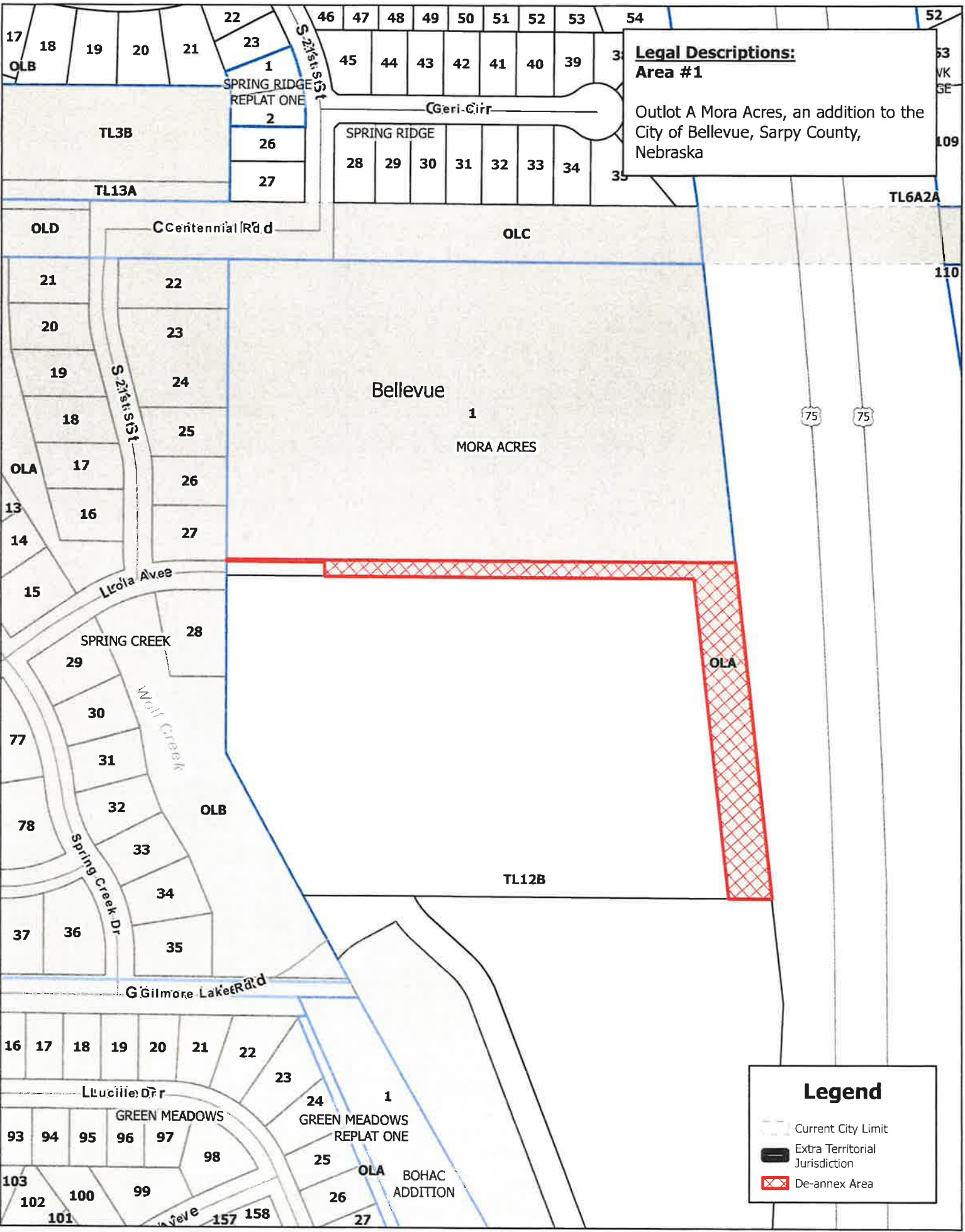
Outlot B Green Meadows, an addition to the City of Bellevue, Sarpy County, Nebraska; and

South 100 ft of Lot 2 Bohac Addition, a subdivision located in Sarpy County, Nebraska

Legend

- Current City Limit
- Extra Territorial Jurisdiction
- ⊠ De-annex Area

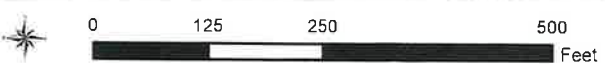


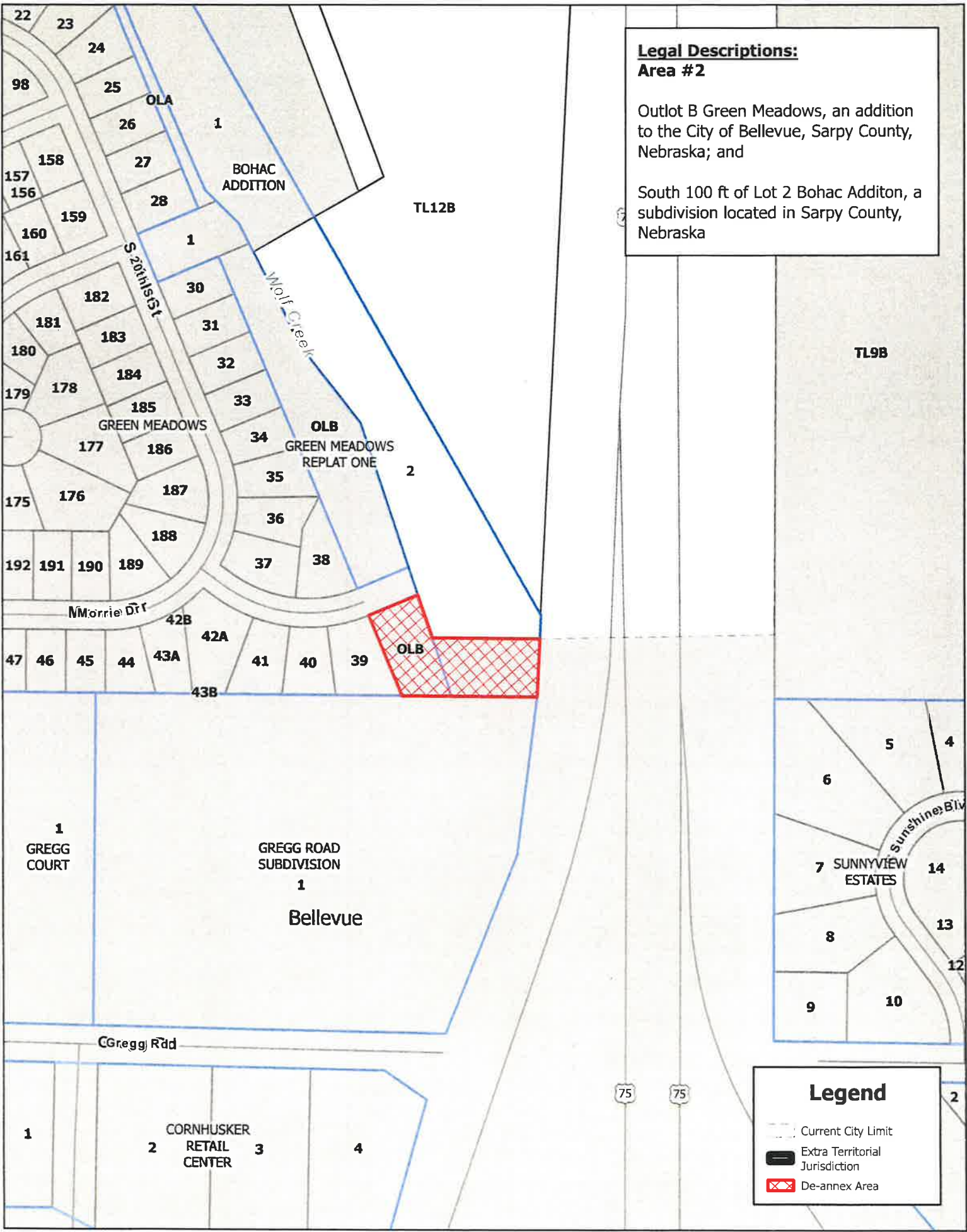


Legal Descriptions:
Area #1
 Outlot A Mora Acres, an addition to the City of Bellevue, Sarpy County, Nebraska

Legend

- Current City Limit
- Extra Territorial Jurisdiction
- De-annex Area





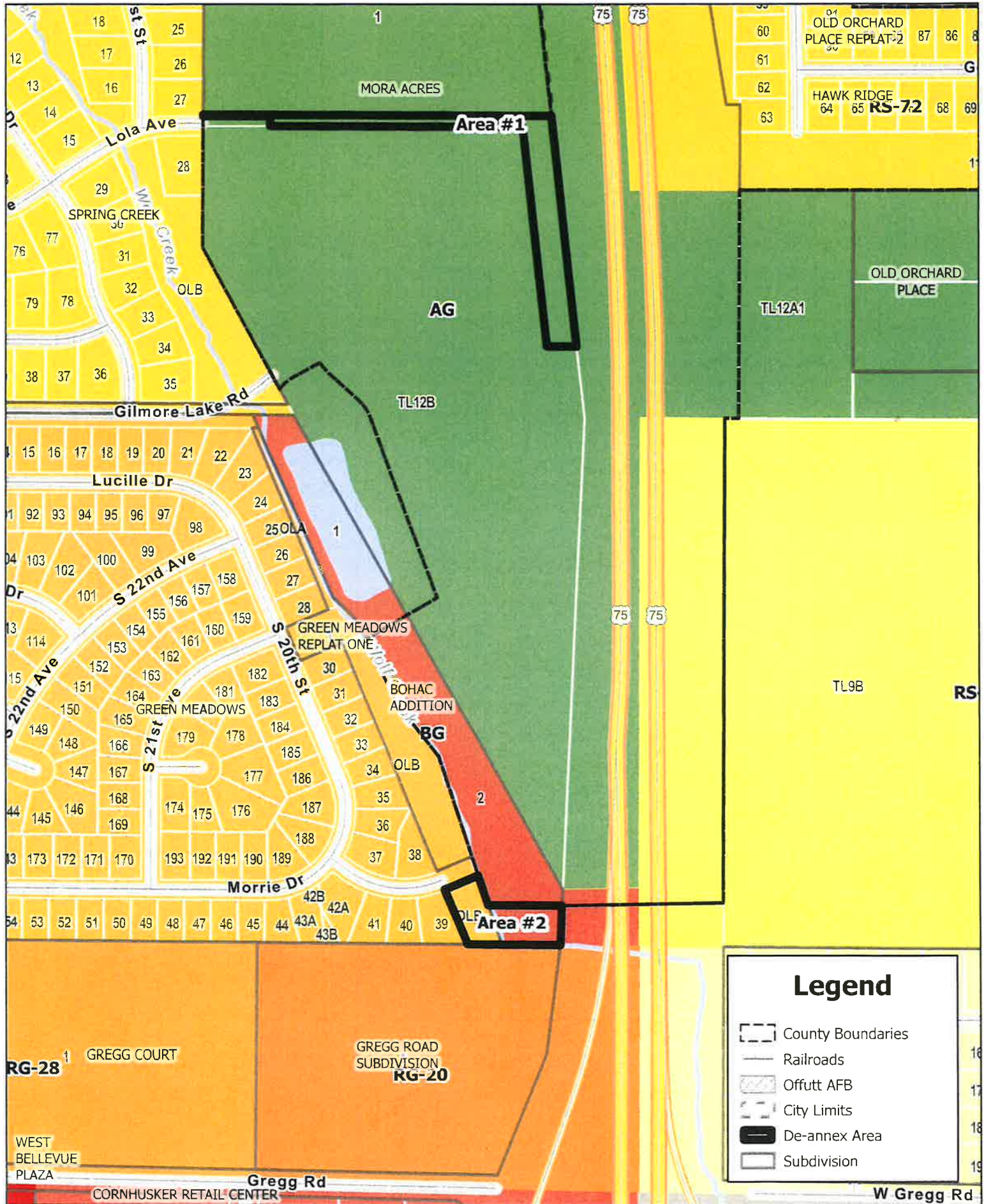
Legal Descriptions:
Area #2
 Outlot B Green Meadows, an addition to the City of Bellevue, Sarpy County, Nebraska; and
 South 100 ft of Lot 2 Bohac Additon, a subdivision located in Sarpy County, Nebraska

Legend

- Current City Limit
- Extra Territorial Jurisdiction
- De-annex Area

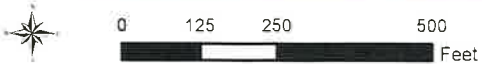


Current Zoning

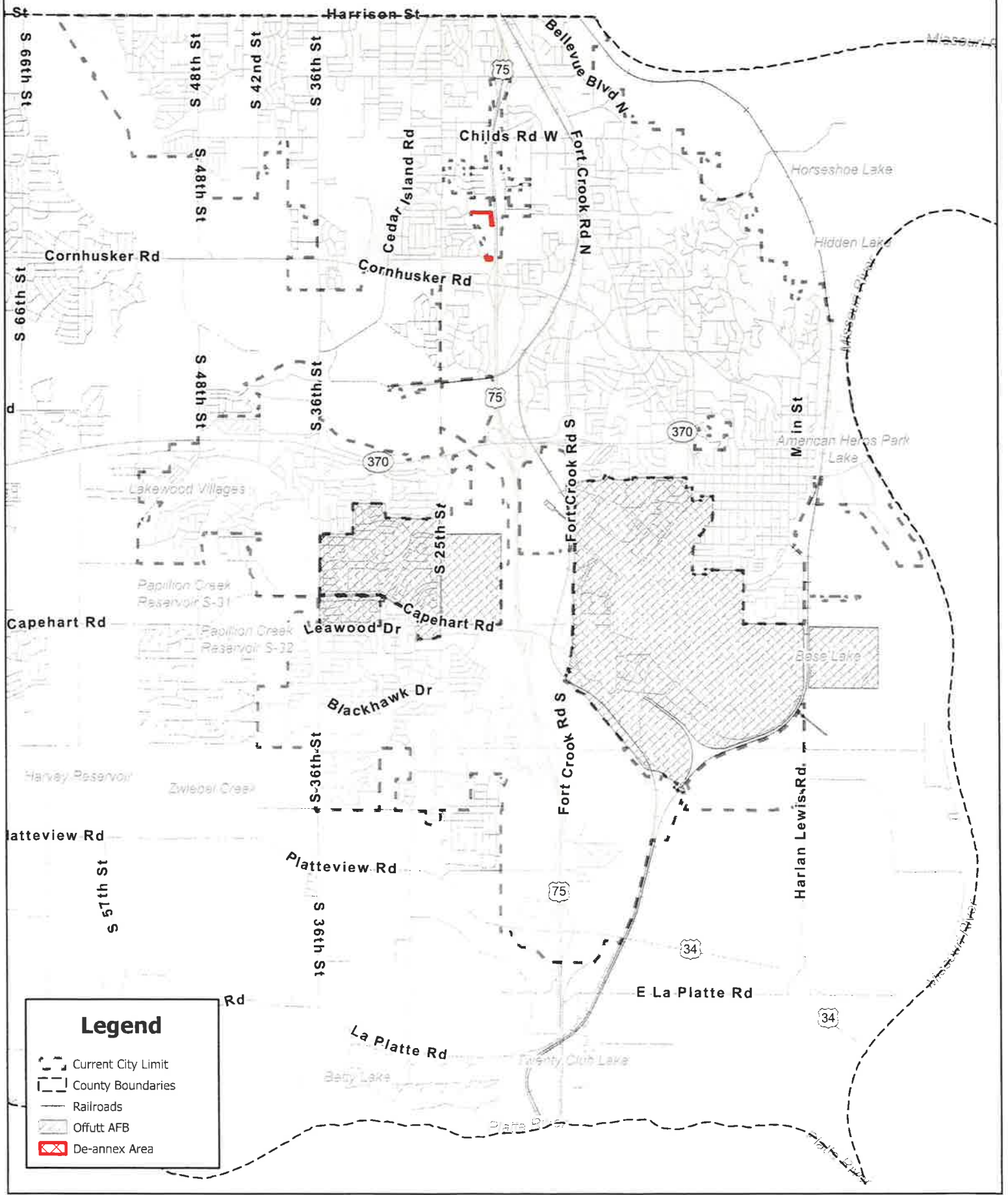


Legend

- County Boundaries
- Railroads
- Offutt AFB
- City Limits
- De-annex Area
- Subdivision



City Limits Before De-Annexation

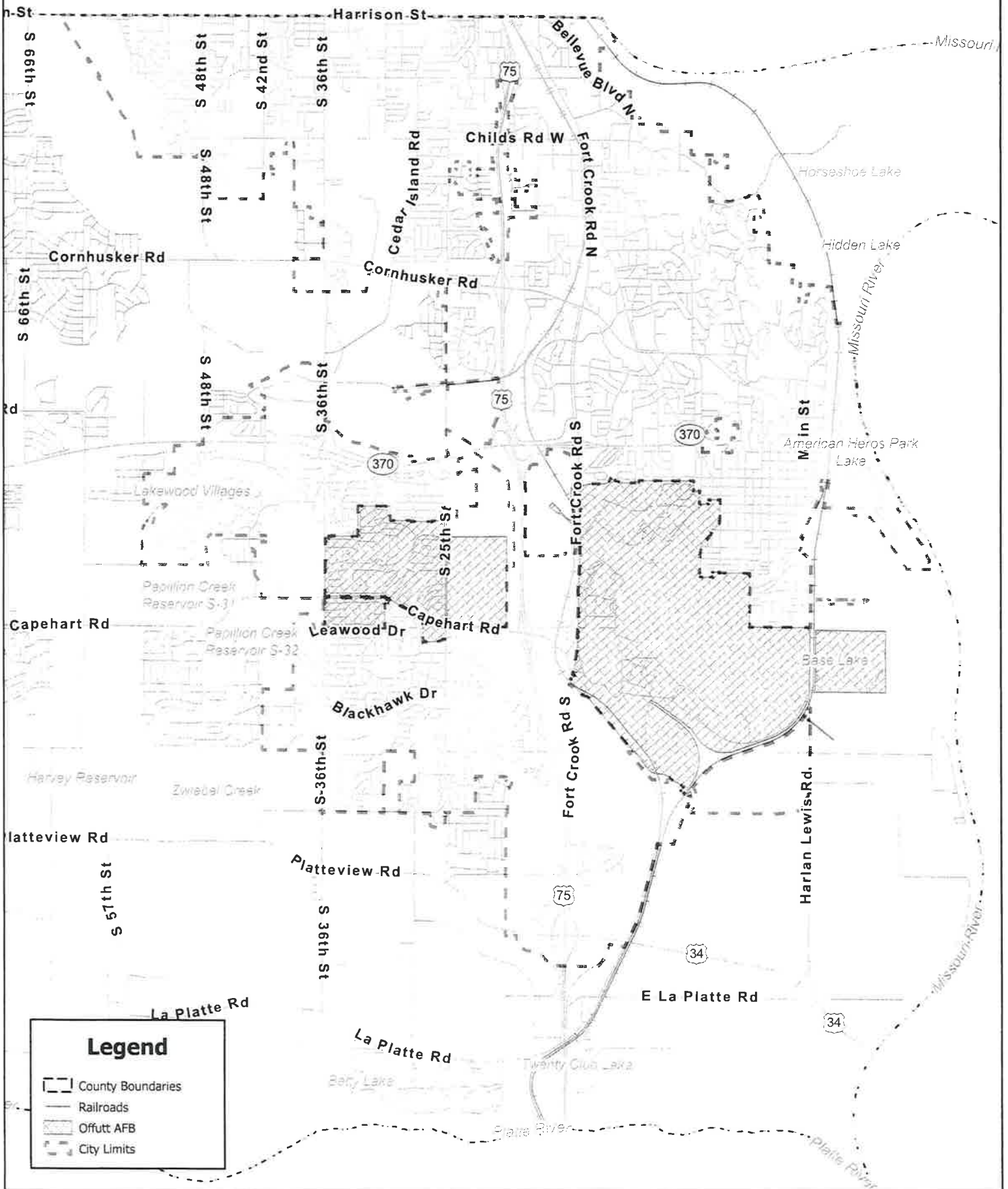


Legend

- Current City Limit
- County Boundaries
- Railroads
- Offutt AFB
- De-annex Area



City Limits After De-Annexation



Legend

- County Boundaries
- Railroads
- Offutt AFB
- City Limits



ORDINANCE NO. 4210

AN ORDINANCE TO DETACH FROM THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS, AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, AND DESIGNATING AN EFFECTIVE DATE.

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

Section 1. Whereas, the owners of the land situated within and adjacent to the corporate limits of the City of Bellevue and more particularly described as follows:

Outlot A, Mora Acres; the South 100' of Lot 2, Bohac Addition; and Outlot B, Green Meadows; all located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

have filed a request with the City Council that the property be detached from the city limits of the City of Bellevue, Nebraska, and the City Council does hereby find that it would be advantageous and to the best interest of the City of Bellevue to detach said property from the city limits.

Section 2. Therefore, the lands and real estate as described in Section 1 of this ordinance are hereby wholly and entirely detached from the city limits of the City of Bellevue, Sarpy County, Nebraska, and shall no longer be or constitute any part of the City of Bellevue, Nebraska.

Section 3. All ordinances and parts of ordinances in conflict herewith shall be and the same hereby are repealed.

Section 4. This ordinance shall become effective on June 1, 2026 after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this _____ day of _____, 2026.

APPROVED AS TO FORM:

City Attorney

ATTEST

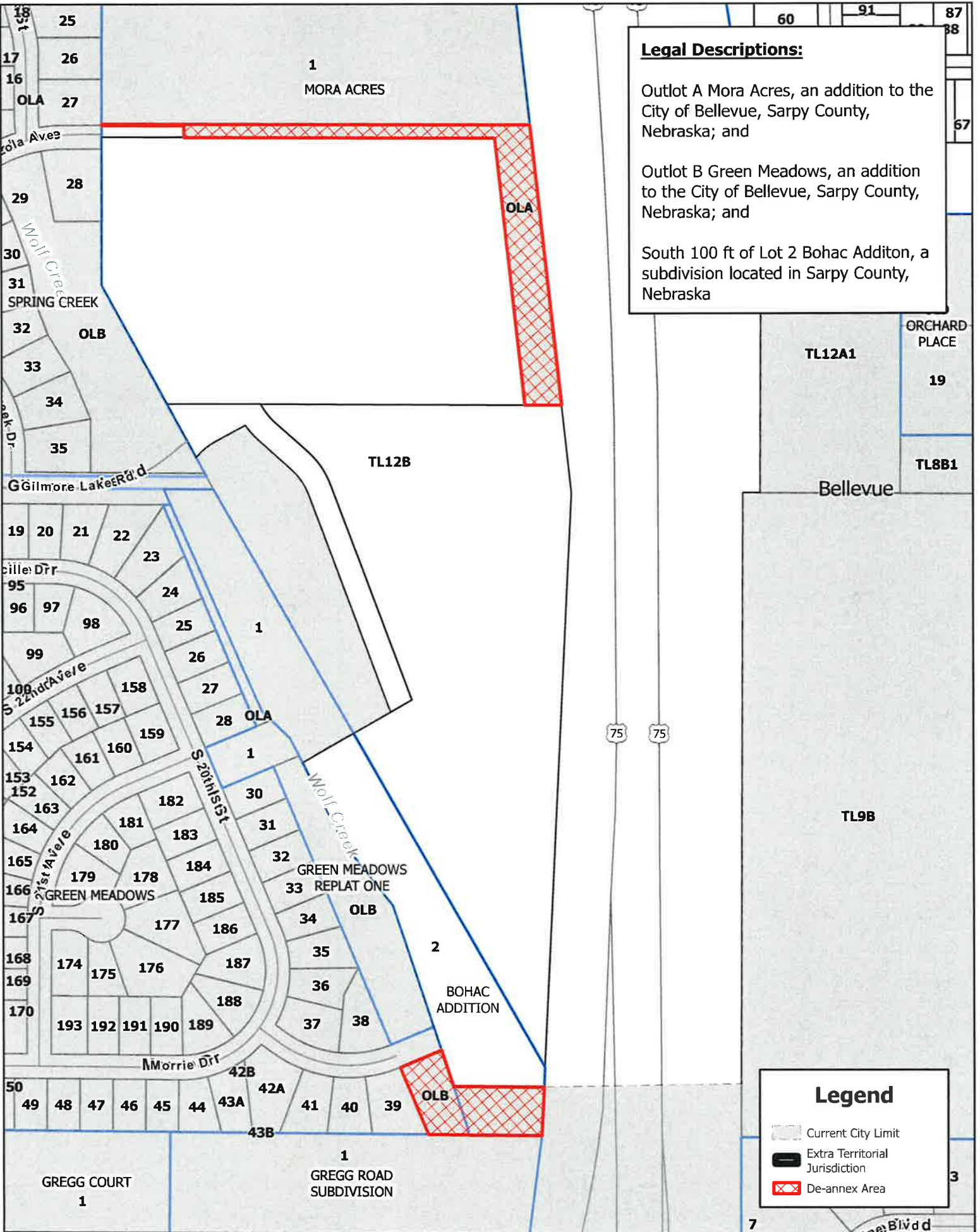
City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____



Legal Descriptions:

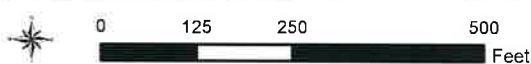
Outlot A Mora Acres, an addition to the City of Bellevue, Sarpy County, Nebraska; and

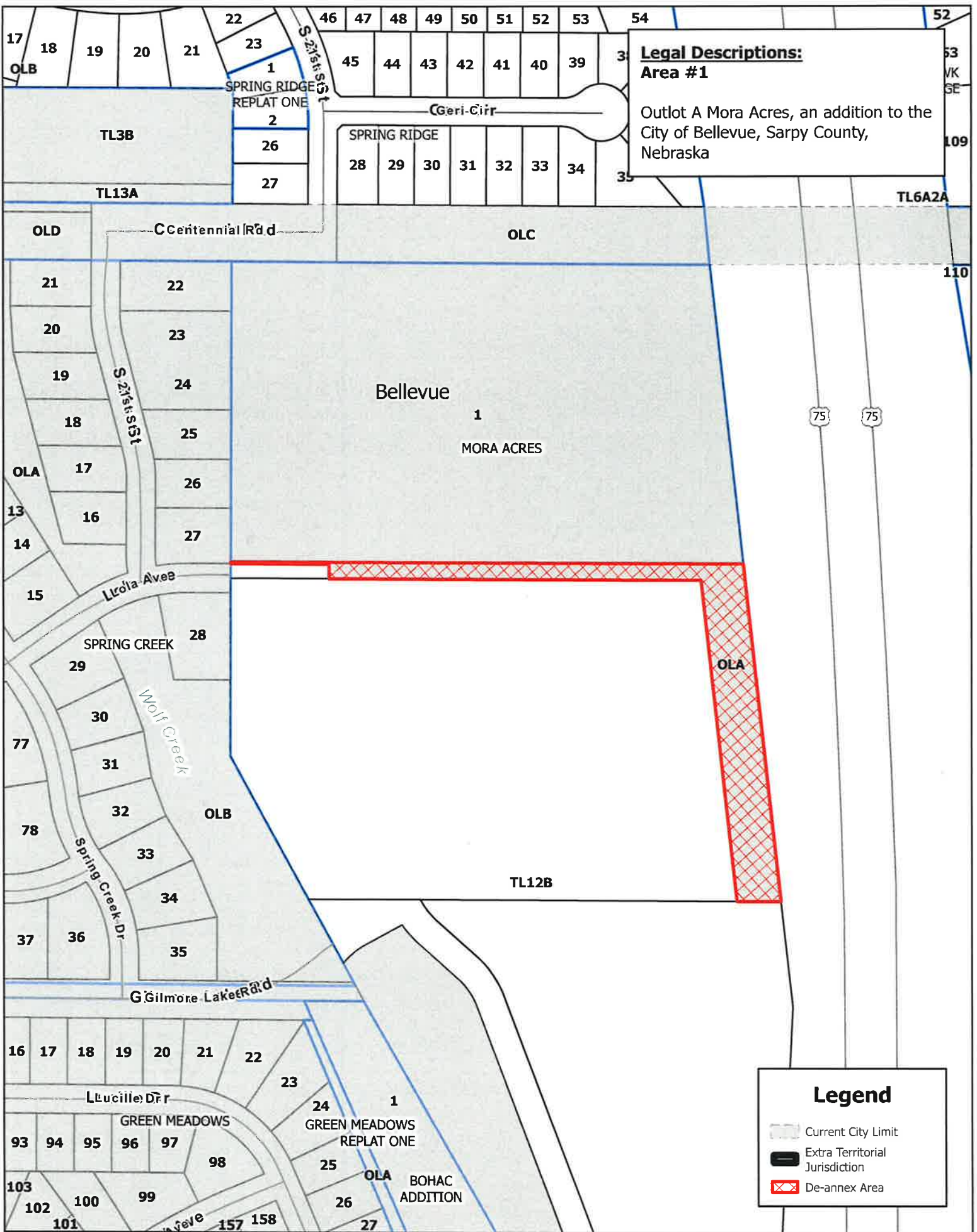
Outlot B Green Meadows, an addition to the City of Bellevue, Sarpy County, Nebraska; and

South 100 ft of Lot 2 Bohac Addition, a subdivision located in Sarpy County, Nebraska

Legend

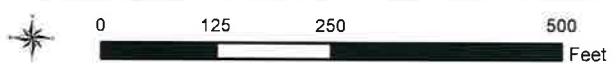
- Current City Limit
- Extra Territorial Jurisdiction
- De-annex Area

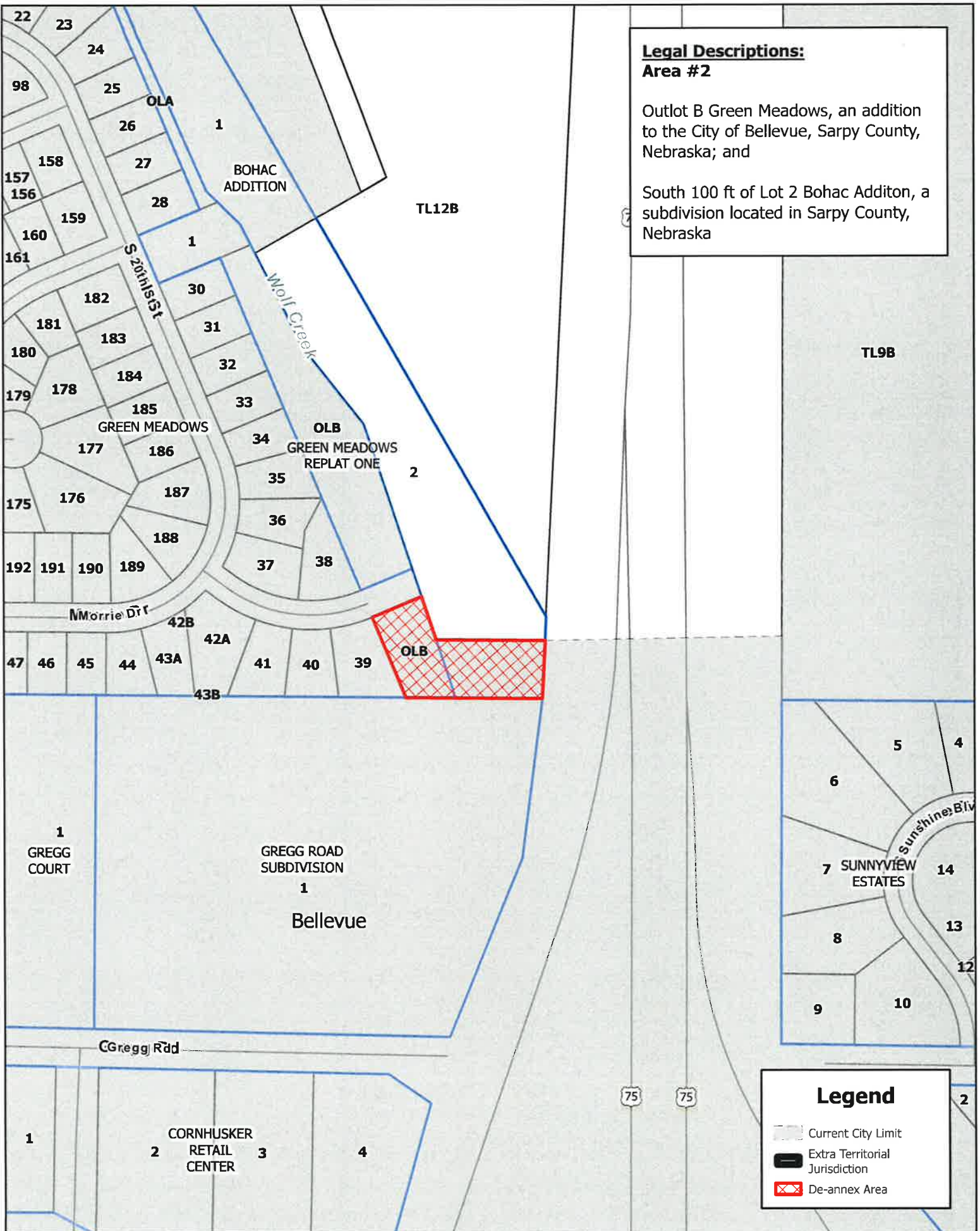




Legend

- Current City Limit
- Extra Territorial Jurisdiction
- De-annex Area

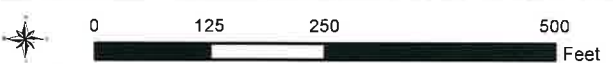




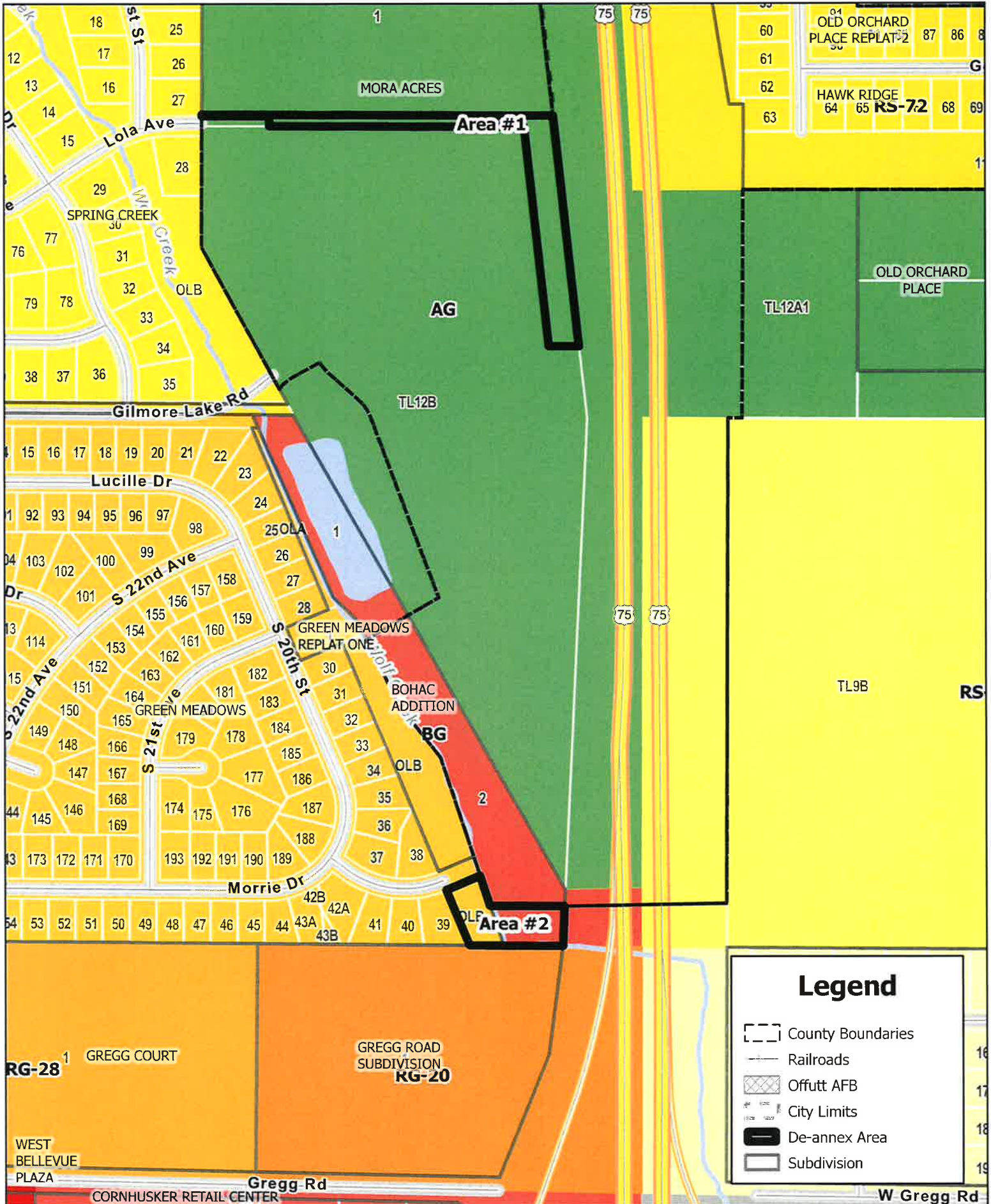
Legal Descriptions:
Area #2
 Outlot B Green Meadows, an addition to the City of Bellevue, Sarpy County, Nebraska; and
 South 100 ft of Lot 2 Bohac Addition, a subdivision located in Sarpy County, Nebraska

Legend

- Current City Limit
- Extra Territorial Jurisdiction
- De-annex Area

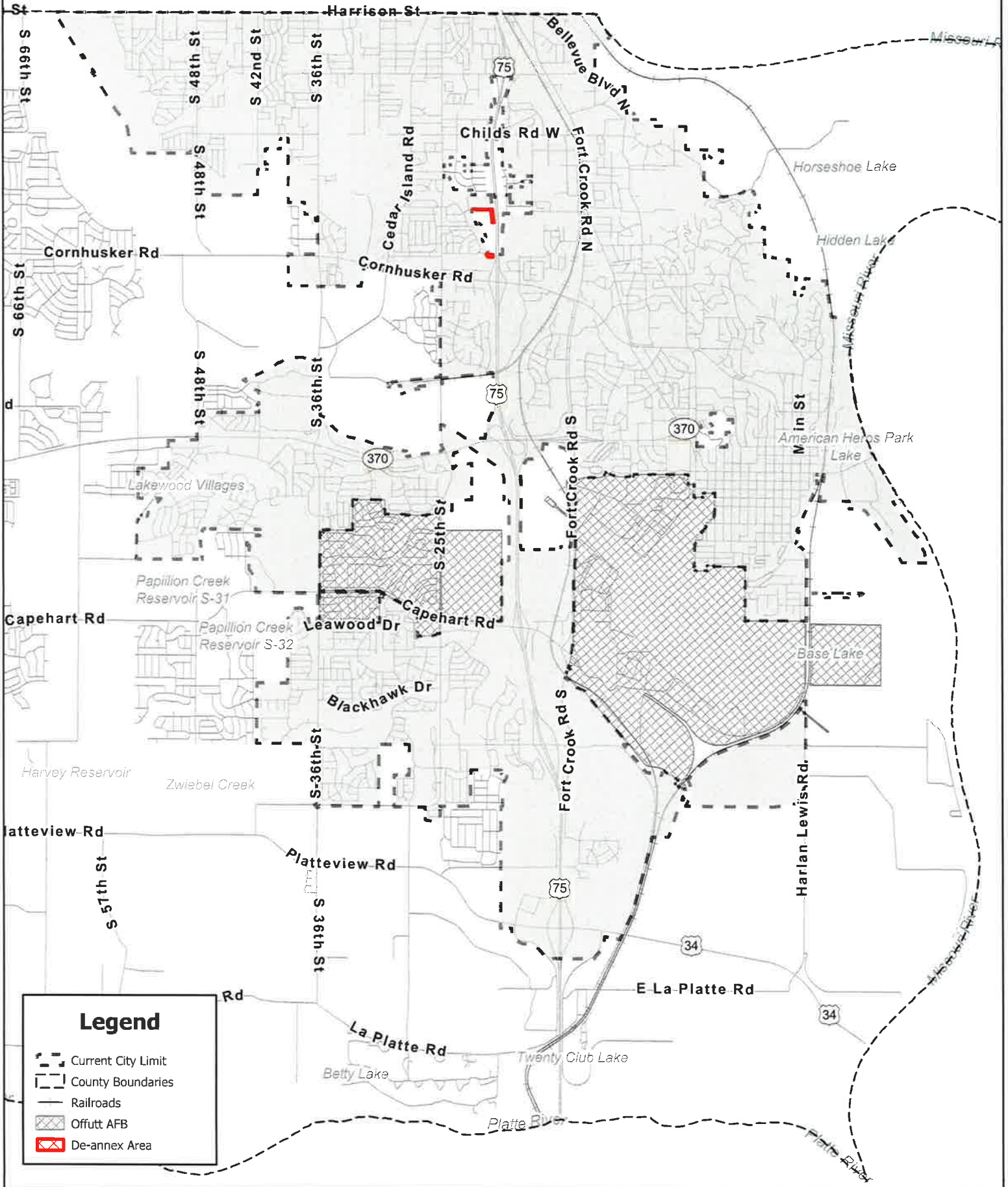


Current Zoning



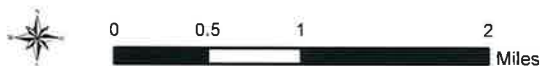
0 125 250 500 Feet

City Limits Before De-Annexation

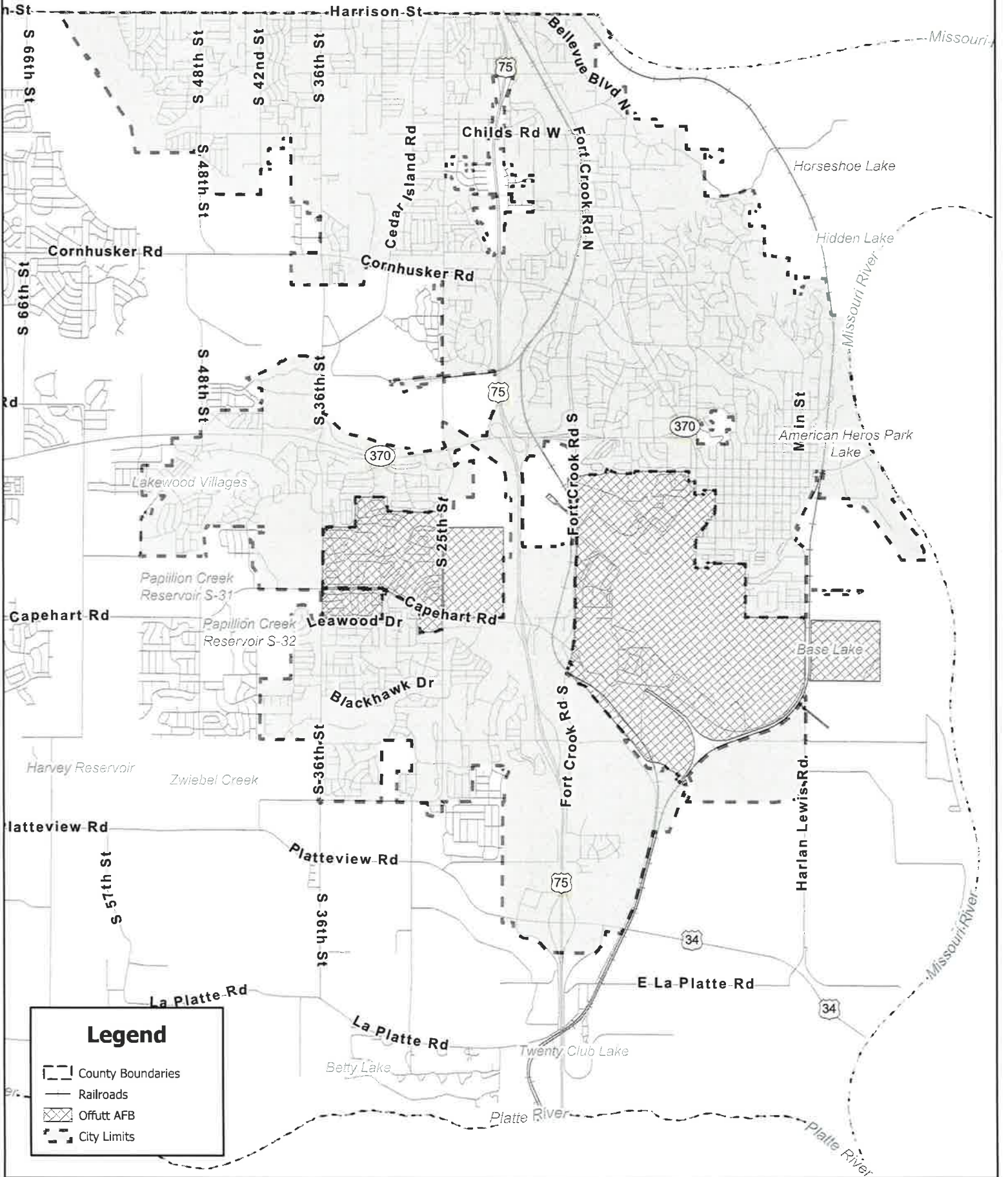


Legend

- Current City Limit
- County Boundaries
- Railroads
- Offutt AFB
- De-annex Area



City Limits After De-Annexation



Legend

- County Boundaries
- Railroads
- Offutt AFB
- City Limits



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/07/2026		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval to operate a satellite keno location at the W & P Enterprise Inc. dba "Pat & Wally's Bar"

SYNOPSIS/BACKGROUND:

Advanced Gaming has a Lottery Operator's Agreement with the City allowing them to receive City Council approval of satellite and other keno locations to be operated in accordance with this agreement. Advanced Gaming received an application for permission to operate a satellite location at 701 Galvin Rd. S., a business owned and operated by W & P Enterprise Inc. dba "Pat & Wally's Bar". Advanced Gaming is now requesting permission from City Council to operate a satellite keno location at this site, with a new owner.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: n/a CIP PROJECT NAME: n/a

STREET DISTRICT NAME (S): n/a STREET DISTRICT NUMBER (S): n/a

ACCOUNTING DISTRIBUTION CODE: n/a ACCOUNT NUMBER: n/a

RECOMMENDATION:

Approval of Resolution No. 2026-05: Requesting approval to operate a satellite keno location at the business operated by W & P Enterprise Inc. dba "Pat & Wally's Bar" at 701 Galvin Rd. S., Bellevue, NE and authorize the Mayor to sign

ATTACHMENTS:

- Resolution No. 2026-05
- Form 50G Location License App
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





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

Form 50G
Schedule II

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

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

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

Please Do Not Write In This Space

Sales Outlet Location Information (Attach additional sheet if necessary)

3 Nebraska ID Number: 009798447

4 Federal ID or Social Security Number: 20-462 7295

5 Type of Application: New Renewal Report Changes Cancel

Business Name and Location Address				Business Name and Mailing Address			
Name: W & P Enterprise Inc.				Business Name: Pat & Wally Bar			
Trade Name of Business (If Different Than Above): Pat & Wally's				Street or Other Mailing Address: 701 Galvin Rd S.			
Street Address: 701 Galvin Rd.s.				City: Bellevue		State: NE	Zip Code: 68005
City: Bellevue		State: NE	Zip Code: 68005	Nebraska Liquor License Number: 155117			

6 Type of Ownership: Sole Proprietorship Domestic Corporation Limited Liability Company Nonprofit Corporation or Organization Partnership Foreign Corporation Domesticated Corporation Other

7 Location Type: Keno Satellite Keno Independent Game

Your Social Security number and date of birth are required under the [Nebraska County and City Lottery Act](#) and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

8 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
508179654	Alyssa Biskup 310 Basswood Ct. 68005	11-29-83	50%
508179780	Brandon Wallraff 2717 Big Elk Hwy 68022	10-29-79	50%

9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See instructions)
 Yes No

If Yes, in the case of an individual, identify the Social Security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer ID number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
508179654	Alyssa Biskup 310 Basswood Ct. 68005	11-29-83	50%
508179780	Brandon Wallraff 2717 Big Elk Hwy 68022	10-29-79	50%

10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks.
 Yes No If Yes, see instructions.

10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within 10 years preceding the date of this application?
 Yes No If Yes, see instructions.

12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the [Nebraska Bingo Act](#) or the [Nebraska Pickle Card Lottery Act](#) or in any company licensed as a manufacturer-distributor pursuant to the [Nebraska County and City Lottery Act](#)?
 Yes No If Yes, attach a detailed explanation of such interests.

13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application?
 Yes No If Yes, attach a detailed explanation of such interests.

11 Has each of the individuals listed in line 8 above complied with the [Instructions for Completing Fingerprint Application](#), or when applicable, filed a signed [Affidavit by Spouse for Waiver](#) form?
 Yes No (See What Must Be Filed instructions)

14 Do any of the individuals listed in line 8 above currently hold or have they previously held any other licenses issued under the [Nebraska Bingo Act](#), the [Nebraska Pickle Card Lottery Act](#), the [Nebraska Lottery and Raffle Act](#), or the [Nebraska County and City Lottery Act](#)?
 Yes No If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the [Nebraska County and City Lottery Act](#) and the regulations adopted under such Act.

sign here Alyssa Biskup owner Title owner Date 3-11-26 Daytime Phone Number 4029576613

Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney

Name of Person to Contact Regarding This Application: Name Alyssa Biskup Title owner Daytime Phone Number 4029576613

Attach documentation indicating approval of location by governing board of the county, city, or village and a copy of the site agreement.

sign here Authorized Signature _____ Title _____ Date _____ Daytime Phone Number _____

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

Retain a copy for your records.

RESOLUTION NO. 2026-05

WHEREAS, the City of Bellevue has entered into a Lottery Operator's Agreement with Advanced Gaming Technologies, Inc. ("Advanced"), to operate a keno-type lottery within the City of Bellevue, Nebraska ("the Lottery Operator's Agreement"); and,

WHEREAS, the Lottery Operator's Agreement allows Advanced to receive the Bellevue City Council's approval of satellite and other keno locations to be operated in accordance with the Lottery Operator's Agreement approved by this Council; and,

WHEREAS, Advanced has received an application for permission to operate a satellite location at 701 Galvin Road S., Bellevue, Nebraska, a business operated by W & P Enterprise Inc. doing business under the name "Pat & Wally's Bar."

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that:

Advanced Gaming Technologies, Inc., is hereby granted approval to operate a satellite keno location at the business operated by W & P Enterprise Inc. doing business under the name "Pat & Wally's Bar." at 701 Galvin Road S., Bellevue, Nebraska.

PASSED AND APPROVED this 16th day of September, 2024.

APPROVED AS TO FORM:

City Attorney

Mayor

ATTEST:

City Clerk

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

15b.
4/7/2026

COUNCIL MEETING DATE: 04/07/2026		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval to operate a satellite keno location at the T Marie LLC dba "Chandler Bar"

SYNOPSIS/BACKGROUND:

Advanced Gaming has a Lottery Operator's Agreement with the City allowing them to receive City Council approval of satellite and other keno locations to be operated in accordance with this agreement. Advanced Gaming received an application for permission to operate a satellite location at 2617 Chandler Road W., a business owned and operated by T Marie LLC dba "Chandler Bar". Advanced Gaming is now requesting permission from City Council to operate a satellite keno location at this site, with a new owner.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approval of Resolution No. 2026-06: Requesting approval to operate a satellite keno location at the business operated by T Marie LLC dba "Chandler Bar" at 2617 Chandler Road W., Bellevue, NE and authorize the Mayor to sign

ATTACHMENTS:

1. <input type="text" value="Resolution No. 2026-06"/>	2. <input type="text" value="Form 50G Location License App"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Amber Bortillon
Josh [Signature]
[Signature]



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

Form 50G
Schedule II

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

1 Nebraska ID Number of County, City, or Village
32335-7

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

Please Do Not Write In This Space

Sales Outlet Location Information (Attach additional sheet if necessary)

3 Nebraska ID Number: **14044293**

4 Federal ID or Social Security Number: **41-3151333**

5 Type of Application: New Renewal Report Changes Cancel

Business Name and Location Address				Business Name and Mailing Address			
Name: T Marie LLC				Business Name: Chandler Bar			
Trade Name of Business (If Different Than Above): Chandler Bar				Street or Other Mailing Address: 2617 Chandler Rd W			
Street Address: 19638 W St				City: Bellevue		State: NE	
City: Omaha		State: NE		Zip Code: 68135		County: Douglas	
Nebraska Liquor License Number: APPLIED FOR							

6 Type of Ownership: Sole Proprietorship Domestic Corporation Limited Liability Company Nonprofit Corporation or Organization Partnership Foreign Corporation Domesticated Corporation Other

7 Location Type: Keno Satellite Keno Independent Game

Your Social Security number and date of birth are required under the [Nebraska County and City Lottery Act](#) and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

- 8 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.
- If a sole proprietorship, list the individual owner.
 - If a partnership, list each partner and spouse.
 - If a corporation, list each officer and spouse and each person holding 10% or more of the debt or equity of the applicant corporation. If any person holding 10% or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding 10% or more of the debt or equity of any such partnership, limited liability company or corporation.
 - If a limited liability company, list each member and spouse.
 - If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.
- (Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
481-74-4395	Tina Goodspeed 19638 W St Omaha NE 68135	10/01/61	100%

- 9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See instructions)

Yes No

If Yes, in the case of an individual, identify the Social Security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer ID number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

- 10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks.

Yes No If Yes, see instructions.

- 10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within 10 years preceding the date of this application?

Yes No If Yes, see instructions.

- 11 Has each of the individuals listed in line 8 above complied with the [Instructions for Completing Fingerprint Application](#), or when applicable, filed a signed [Affidavit by Spouse for Waiver](#) form?

Yes No (See What Must Be Filed instructions)

- 12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the [Nebraska Bingo Act](#) or the [Nebraska Pickle Card Lottery Act](#) or in any company licensed as a manufacturer-distributor pursuant to the [Nebraska County and City Lottery Act](#)?

Yes No If Yes, attach a detailed explanation of such interests.

- 13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application?

Yes No If Yes, attach a detailed explanation of such interests.

- 14 Do any of the individuals listed in line 8 above currently hold or have they previously held any other licenses issued under the [Nebraska Bingo Act](#), the [Nebraska Pickle Card Lottery Act](#), the [Nebraska Lottery and Raffle Act](#), or the [Nebraska County and City Lottery Act](#)?

Yes No If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the [Nebraska County and City Lottery Act](#) and the regulations adopted under such Act.

sign here Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney: Tina Goodspeed Title Owner Date 07/02/2016 Daytime Phone Number 402-972-7229

Name of Person to Contact Regarding This Application: Name Tina Goodspeed Title Owner Daytime Phone Number 402-972-7229

Authorization - Signature of Governing Official

Attach documentation indicating approval of location by governing board of the county, city, or village and a copy of the site agreement.

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

sign here Authorized Signature _____ Title _____ Date _____ Daytime Phone Number _____

Retain a copy for your records.

RESOLUTION NO. 2026-06

WHEREAS, the City of Bellevue has entered into a Lottery Operator's Agreement with Advanced Gaming Technologies, Inc. ("Advanced"), to operate a keno-type lottery within the City of Bellevue, Nebraska ("the Lottery Operator's Agreement"); and,

WHEREAS, the Lottery Operator's Agreement allows Advanced to receive the Bellevue City Council's approval of satellite and other keno locations to be operated in accordance with the Lottery Operator's Agreement approved by this Council; and,

WHEREAS, Advanced has received an application for permission to operate a satellite location at 2617 Chandler Road W. Bellevue, Nebraska, a business operated by T Marie LLC doing business under the name "Chandler Bar."

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that:

Advanced Gaming Technologies, Inc., is hereby granted approval to operate a satellite keno location at the business operated by T Marie LLC doing business under the name "Chandler Bar" at 2617 Chandler Road W., Bellevue, Nebraska.

PASSED AND APPROVED this 7th day of April, 2026.

APPROVED AS TO FORM:

City Attorney

Mayor

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 7, 2026		SUBMITTED BY: Human Services Manager	
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:

Updated FTA Title IV Procedures.

SYNOPSIS/BACKGROUND:

All Specialized Transportation programs that receive 5310 funding are required to have specific Title IV Procedures on Reporting. Attached is the 2026 version.

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 updated Title IV procedures.

ATTACHMENTS:

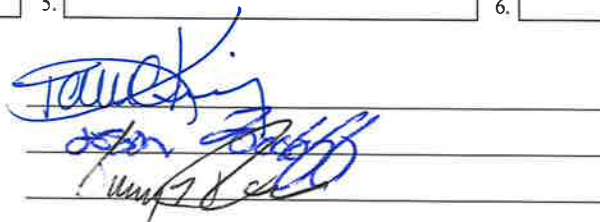
1. <input type="text" value="Title IV Procedures on Reporting"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



Federal Transit Administration Title VI Program

City of Bellevue Specialized Transportation Bus Service

2026

Reviewed and Approved by _____

Bellevue City Council
City of Bellevue

Date

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



Contents

1	Introduction and Overview.....	1-1
1.1	Plan Statement.....	1-1
1.2	Policy.....	1-1
1.3	Authorizing Legislation.....	1-1
1.4	How to Contact FTA and the City of Bellevue.....	1-1
1.5	Governing Body.....	1-2
1.6	FTA Circular 4702.1B.....	1-2
2	General Reporting Requirements.....	2-2
2.1	Assurances.....	2-2
2.2	Prepare and Submit a Title VI Program.....	2-2
2.3	Title VI Notice.....	2-3
2.4	Title VI Complaint Procedure and Complaint Form.....	2-3
2.4.1	Filing a Transit-Related Complaint with the City of Bellevue.....	2-3
2.4.2	City of Bellevue Title VI Complaint Form.....	2-5
2.5	List of Title VI Investigations, Complaints, and Lawsuits.....	2-5
2.6	Inclusive Public Participation.....	2-5
2.6.1	Summary of Past Outreach Efforts.....	2-6
2.7	Providing Meaningful Access to LEP Persons.....	2-6
2.7.1	Service Area Profile Conclusions.....	2-6
2.7.2	Language Assistance Plan.....	2-6
2.7.3	Monitoring and Updating the City of Bellevue LAP.....	2-7
2.7.4	Employee Training.....	2-7
2.8	Planning and Advisory Bodies.....	2-7
2.9	Equity Analysis to Determine Site or Location of Facilities.....	2-8
3	Requests for Additional Information.....	3-8

Appendices

- A. City of Bellevue Title VI Notice
- B. City of Bellevue Title VI Discrimination Complaint Form
- C. City of Bellevue Four-Factor Analysis and Language Assistance Plan
- D. City of Bellevue Title VI Complaint Investigation Log

Non-Discrimination Statement of Policy

Under Title VI of the Civil Rights Act of 1964 and related statutes, the City of Bellevue is committed to ensuring that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits or services of, or be otherwise subjected to discrimination in all programs, services, or activities administered by the City of Bellevue.

Rusty Hike
Mayor, City of Bellevue

Date

All entities who receive Federal Transit Administration (FTA) grant dollars either directly from the FTA or through the Nebraska Department of Transportation (NDOT) are subject to the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the U.S. Department of Transportation's implementing regulations. This manual provides technical assistance on Title VI compliance requirements.

1 Introduction and Overview

1.1 Plan Statement

The City of Bellevue operates the Specialized Transportation Bus Service, a demand response public transit program serving residents over the age of 60 years old and disabled residents of any age in Bellevue, Nebraska. As a condition of receiving federal financial assistance to operate these services, the agency ensures that its programs, policies, and activities comply with Title VI of the Civil Rights Act of 1964. The following program details how the City of Bellevue meets the Title VI requirements set forth in the Federal Transit Administration (FTA) Circular 4702.1B.

The City of Bellevue receives federal FTA funding through the Nebraska Department of Transportation (NDOT) Transit Section. NDOT administers FTA transit service funding and provides all Title VI program oversight for the City of Bellevue.

1.2 Policy

Section 601 under Title VI of the Civil Rights Act of 1964 states the following:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

The City of Bellevue is committed to ensuring that no person, on the basis of race, color, or national origin, shall be excluded from participation in or subjected to discrimination under its programs or services, or be denied the benefits of the level and quality of transit services provided by the agency's employees, affiliates, and contractors.

1.3 Authorizing Legislation

Most federal transit laws are codified at Title 49 U.S.C. Chapter 53. Authorizing legislation is substantive legislation enacted by Congress that establishes or continues the operation of a federal program or agency. FTA's most recent authorizing legislation is entitled the *Bipartisan Infrastructure Law*, signed into law on November 15, 2021.

1.4 How to Contact FTA and the City of Bellevue

For more information regarding the City of Bellevue's Title VI Program, please contact the agency at:

City of Bellevue
Attn: Amanda Parker, Human Service Manager
1500 Wall Street
Bellevue, NE 68005
402-293-3138
amanda.parker@bellevue.net

FTA may be contacted at:

Federal Transit Administration
Region 7
901 Locust Street, Suite 404
Kansas City, MO 64106
Phone: 816-329-3920

or

Federal Transit Administration
Office of Civil Rights
Attention: Title VI coordinator
East Building, 5th Floor-TCR
1200 New Jersey Ave., SE,
Washington, D.C. 20590

NDOT may be contacted at:

Nebraska Department of Transportation
Kimberly Baker, Civil Rights Compliance Manager
1500 Nebraska Parkway
P.O. Box 94759
Lincoln, NE 68509-4759
402-479-4544
ndot.civilrights@nebraska.gov

1.5 Governing Body

The governing body of the City of Bellevue is the Bellevue City Council, comprising six elected members and the City Administrator.

1.6 FTA Circular 4702.1B

The City of Bellevue's Title VI Plan has been developed to address FTA's Title VI requirements and oversight responsibilities. The plan follows the guidelines set forth in FTA Circular 4702.1B.

2 General Reporting Requirements

2.1 Assurances

The City of Bellevue annually submits its Certifications and Assurances to NDOT. NDOT collects the City of Bellevue's Title VI Assurances prior to passing through FTA funds.

2.2 Prepare and Submit a Title VI Program

The City of Bellevue submitted its previous Title VI Program to the NDOT Civil Rights Office in May 2023. The current Title VI Program is intended to fulfill submission requirements for the 2026–2029 reporting period.

The Bellevue City Council will review and approve the current Title VI Program prior to its submission to NDOT. This approval is documented via the signature line on the cover of this Title VI Program, and subsequent documentation will be submitted with the City of Bellevue's Title VI Program. The effective date of the Program will be the date of the resolution.

The City of Bellevue will submit its Title VI Program to the NDOT Civil Rights Office for review and approval.

2.3 Title VI Notice

The City of Bellevue complies with Title VI and notifies the public of the protections against discrimination afforded to them by Title VI. The notice is posted in the following public locations: (a) on the City of Bellevue website (<http://www.bellevue.net/>); (b) at a visible public location at the City of Bellevue's main office; and (c) at a visible location in transit vehicles. This notice has been translated in accordance with NDOT's limited English proficiency (LEP) plan.¹ See **Appendix A** for a copy of the City of Bellevue's Title VI notice to the public.

2.4 Title VI Complaint Procedure and Complaint Form

The City of Bellevue has adopted the NDOT procedures and forms for investigating and tracking Title VI complaints of discrimination. The following complaint procedures are patterned after the FTA's requirements and guidance.

All FTA-related Title VI complaints filed against the City of Bellevue are forwarded to both the NDOT Civil Rights Compliance Manager and the NDOT Transit Program Manager in the Local Assistance Division for processing, in coordination with the NDOT Civil Rights Office. The City of Bellevue will maintain a log of all complaints received (see **Appendix D**), including the following:

- The date the complaint was filed
- A description of the complaint
- Dates of all significant actions taken
- All correspondence with the complainant or respondent

NDOT will review all complaints for programs and activities receiving FTA financial assistance.

The City of Bellevue's Title VI complaint procedures and forms are available to members of the public by request. The Title VI Complaint Form has been translated in accordance with NDOT's LEP plan and is provided in **Appendix B**.

The following section describes the City of Bellevue's Title VI complaint procedures.

2.4.1 Filing a Transit-Related Complaint with the City of Bellevue

Persons Eligible to File

Any person who believes they, or any program beneficiary, has been subjected to unequal treatment or discrimination in their receipt of transit benefits and/or services on the basis of race, color, or national origin may file a Title VI complaint with the City of Bellevue. Complaints may be filed directly by the affected individual(s) or by a representative on their behalf.

Complaint Substance and Format

To file a complaint with the City of Bellevue, complainants should complete and submit the agency's Title VI Complaint Form or submit a written letter containing the following information:

¹ <https://dot.nebraska.gov/media/rngflsav/ndot-limited-english-proficiency-plan.pdf>

- The name(s) of the persons(s) filing the complaint (the complainant)
- Mailing address and phone number of the complainant(s)
- Name of the person(s) or entity alleged to have engaged in discrimination
- Date of the incident
- A detailed description of the incident
- An explanation of how the incident involved discrimination based on race, color, or national origin
- The names, mailing addresses, and phone numbers of witnesses or third parties to the incident
- Any additional information relevant to the complaint

A complaint may be filed on behalf of another person with their expressed written consent. The Title VI Complaint Form or letter of complaint must be signed by the complainant or by their authorized representative.

Time Frame for Filing Complaints

Complaints must be received no more than 180 calendar days after the alleged incident and must involve allegations of discrimination on the basis of race, color, or national origin to be investigated as an unlawful discriminatory practice under Title VI. FTA may grant an extension.

If the City of Bellevue receives a complaint, the City of Bellevue will submit the complaint to the NDOT Civil Rights Office for review.

After a complaint is received, an NDOT investigator will determine whether it meets the criteria and whether NDOT has jurisdiction. The complainant will receive an acknowledgement letter by mail about whether the investigation will proceed.

Processing and Investigating Complaints

NDOT strives to complete investigations within 90 days. At any time during the investigation, the investigator may request additional information to assist in the investigation of the incident. The complainant will be given 15 business days to respond to the request for additional information. If NDOT is not contacted by the complainant or does not receive the additional information within 15 business days, NDOT can administratively close the case. The case can be administratively closed if the complainant no longer wants to pursue the case.

Closing a Complaint

After NDOT reviews the complaint, one of two letters will be issued to the complainant: a closure letter or a letter of finding. A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A letter of findings summarizes the allegations and the interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur. Complainants have 30 days to appeal the findings of the investigation.

Contact Information

Complaint forms are available on the City of Bellevue website at <http://www.bellevue.net/>. For additional questions regarding the City of Bellevue's Title VI complaint procedures or Title VI Program, individuals may contact the City of Bellevue at the contact information provided in **Section 1.4**. For

more information on NDOT's Title VI complaints procedure or Title VI Program, or for assistance placing a complaint in writing or for language assistance, contact the NDOT Civil Rights Office using the information in **Section 1.4**.

2.4.2 City of Bellevue Title VI Complaint Form

See **Appendix B** for a copy of the City of Bellevue's Title VI Discrimination Complaint Form.

2.5 List of Title VI Investigations, Complaints, and Lawsuits

As of the current Title VI Program submission, no transit-related complaints specific to Title VI were filed; therefore, there are no incidents to track or report. The City of Bellevue would use the Complaint and Lawsuit Tracking Form in **Appendix D** to conduct an investigation, receive a complaint, or file a lawsuit alleging discrimination on the basis of race, color, or national origin. The City of Bellevue will report all Title VI complaints to the NDOT Civil Rights Office and FTA.

2.6 Inclusive Public Participation

The City of Bellevue's public involvement strategy is intended to promote awareness and provide ample opportunity for the public to participate in the City of Bellevue's transportation decision-making surrounding projects, fares and/or service charges, and application for federal operating assistance. Examples include the following:

- Ensuring the timely dissemination of information to the public
- Considering the input and encouraging the participation of underserved groups in the City of Bellevue's transportation decision-making process
- Granting timely public notice and an adequate review period through this process
- Facilitating adequate public review of major project revisions
- Granting the opportunity for the review of proposed and final plans
- Encouraging and documenting public comment

For these purposes, the City of Bellevue will announce and hold a public hearing in the event of a fare increase, major change in service, or capital construction project. Additionally, the City of Bellevue will provide adequate public notice in the event of a vehicle purchase or when submitting an application for state or federal operating assistance funds with no major service changes or fare increases.

For the purpose of definition, a major change or reduction service will include a reduction in total system vehicle-hours of 10 percent or more, the elimination of service in an area with a population of 2,000 or more, the elimination of service on one or more days of the week, or a change in the type of transit service in an area with a population of 2,000 or more. A fare increase will include an increase in single ride fare for any transit service including other fare categories or a decrease in the discount(s) offered for fare categories.

Public hearings will be advertised in a newspaper of general circulation in the geographic area the project will serve at least 15 calendar days in advance of the public hearing, and the comment period will extend 15 days following the public hearing. Notice of hearings will include a concise description of the proposed project and will advertise the availability of translated copies of said hearing notice and/or other publicly released meeting documents in accordance with the City of Bellevue's Language Assistance Plan (LAP). Hearings will be held in accessible locations and at times convenient for public attendance.

Written or verbal comments from the public will be accepted during and for 15 days following the public hearing. These comments will be reviewed as part of the agency's decision-making process surrounding transportation projects.

An agency staff member will record and prepare formal minutes of the public hearing. These minutes will be available to the public on request. Translations of these minutes, as well as other publicly released meeting documents (e.g., announcements, surveys, comment cards), will be made available to members of the public on request. The availability of translated minutes and other public documents will be advertised on the agency's public hearing notice.

2.6.1 Summary of Past Outreach Efforts

Because the City of Bellevue provides services in addition to transportation, it engages in several public outreach strategies that differ from traditional promotional activities for public transit, including providing agency brochures to the Bellevue Senior Center and local 55+ communities throughout the year. The agency will continue to follow the public participation strategy for requests for operating assistance or acquisitions of new technologies, services, or equipment. Reasonable steps will be taken to accommodate LEP persons encountered as a result of this process.

The City of Bellevue personnel report no interactions with LEP persons, an estimate supported by the LAP four-factor analysis. Nonetheless, the agency's current public participation strategy has been reviewed and revised to provide opportunities for meaningful access and participation by persons of limited English proficiency.

2.7 Providing Meaningful Access to LEP Persons

The City of Bellevue provides transportation to the public located in Bellevue, Nebraska. The City of Bellevue personnel report that contact with LEP persons is rare. However, the following analysis was completed to inform an LAP that considers the needs of LEP persons who could potentially be encountered by the agency as it administers its programs in the service area.

To facilitate this analysis, 2020–2024 American Community Survey data were analyzed for the agency's service area to inform the four-factor analysis. The data show that the number and proportion of LEP persons in the service area is low but significant, with approximately 85 percent of the population estimated to speak only English. These results and the City of Bellevue's four-factor analysis can be found in **Appendix C**.

2.7.1 Service Area Profile Conclusions

Based on the four-factor analysis, the number and proportion of non-English-speaking LEP persons in the City of Bellevue area is low but significant, with Spanish-speaking LEP populations exceeding the Safe Harbor Threshold of 1,000 or more LEP persons in the service area population. As a result, the City of Bellevue has identified a current need to develop additional language assistance measures. However, if staff encounter LEP individuals, employees are trained to respond appropriately and provide meaningful access to services, as detailed in the LAP, using language assistance resources available through NDOT.

2.7.2 Language Assistance Plan

The City of Bellevue has access to language assistance resources through publicly available translation applications. If the City of Bellevue holds a public hearing, distributed meeting documents, including meeting minutes, can be translated using available resources. These services can be used whenever in-person or over-the-phone interpretation is required to assist riders. The agency will also

take reasonable steps to support LEP individuals who may choose to access its programs and services in the future.

Using NDOT resources, the City of Bellevue's Title VI Notice to the Public, Discrimination Complaint Form, and Discrimination Complaint Procedures Form have been translated into Spanish for public distribution and for posting on the agency's website.

Additionally, "I Speak" cards will be available at the agency's main office. These cards allow LEP individuals to quickly identify their spoken language when it cannot be easily determined by staff. This tool will help the City of Bellevue identify language assistance needs as they arise and ensure appropriate support is provided.

2.7.3 Monitoring and Updating the City of Bellevue LAP

The City of Bellevue understands that language needs will change as the service area population changes. The City of Bellevue will revisit the LAP every 3 years and make appropriate changes. Updates may include the following:

- The number of documented LEP person contacts encountered since the last update
- Description of how the needs of LEP persons have been addressed
- Determination of the current LEP population in the agency service area
- Determination of whether the need for language assistance has changed
- Determination of whether local language assistance has been effective and sufficient at meeting needs
- Determination of whether the agency's available outreach resources are sufficient to supply necessary language assistance
- Determination of whether complaints have been received concerning the agency's failure to meet the needs of LEP persons

2.7.4 Employee Training

The City of Bellevue's personnel are required to review the current Title VI Program document and sign a written statement declaring their understanding of their obligation to provide service regardless of race, color, or national origin.

Necessary personnel will be familiar with the agency's procedures for handling a potential Title VI complaint.

Amanda Parker, Human Service Manager, has taken part in the Title VI planning and training sessions through NDOT.

Additional resources for employee training include a Title VI training course hosted by NDOT and ongoing Title VI assistance and oversight provided by the NDOT Civil Rights Office.

2.8 Planning and Advisory Bodies

The City of Bellevue does not have a transit-related, non-elected planning board, advisory council, or other committee. In the event such a committee were established prior to the City of Bellevue's next Title VI program submission, the demographic makeup of the planning board or committee would be summarized, as required.

2.9 Equity Analysis to Determine Site or Location of Facilities

The City of Bellevue will complete a Title VI equity analysis during the planning stage for construction projects using FTA funds with regard to where a project is located or sited and to compare the impact of siting alternatives. The purpose of the equity analysis will be to ensure that the determination of the site or location of facilities was made without denying anyone the benefits of the federally funded program or subjecting anyone to discrimination on the basis of race, color, or national origin. Copies of subsequent equity analyses will be included in NDOT's 2029 Title VI Program submission. The City of Bellevue will complete an equity analysis for projects related to facilities, including storage facilities, maintenance facilities, and operations centers. NDOT follows the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

As of the publication of this Title VI Program Plan, no new location or existing facility upgrade is programmed for the time period of this plan. If one is programmed after approval, it will be amended into this document as an appendix.

3 Requests for Additional Information

The City of Bellevue will fully cooperate with any FTA investigation of discrimination complaints to the extent required by Title VI regulations of FTA Circular 4702.1B.

Appendix A
City of Bellevue Title VI Notice

Title VI Notice to the Public

The City of Bellevue operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint of discrimination by completing and submitting the agency's Title VI Discrimination Complaint Form. This form can be downloaded on the subrecipient's website at <http://www.bellevue.net/> or requested by contacting Amanda Parker, Human Service Manager, at the address provided below.

To request more information on the agency's Title VI obligations or to obtain a detailed description of the agency's Title VI discrimination complaint procedures, please visit the agency website or contact the agency using the information provided. A telephone interpreter can be provided to assist persons of limited English proficiency.

Questions about Title VI? Please contact:

¿Preguntas sobre el Título VI? Por favor comuníquese con:



Subrecipient Organization: City of Bellevue

Attn: Amanda Parker, Human Service Manager

Mailing Address: 1500 Wall Street
City, State, ZIP: Bellevue, NE 68005



Phone: 402-293-3138



Email: amanda.parker@bellevue.net



Website: <http://www.bellevue.net/>

Notificación al Público sobre el Título VI

City of Bellevue opera sus programas y servicios sin tomar en cuenta raza, color, u origen nacionalidad de conformidad con el Título VI del Acta de Derechos Civiles. Cualquier persona que crea que ha sido agraviada por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja de discriminación al completar y enviar el Formulario de Queja de Discriminación de Título VI de la agencia. Este formulario se puede descargar del sitio web del subreceptor en <http://www.bellevue.net/> o solicitarse comunicándose con Amanda Parker, Human Service Manager, a la dirección proporcionada arriba.

Para solicitar mas información sobre las obligaciones de Título VI de la agencia o para obtener una descripción detallada del procedimiento de Quejas de Discriminación del Título VI, favor de visitar la pagina de la agencia o contactar la agencia a la dirección proporcionada arriba. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.



NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

Appendix B

City of Bellevue Title VI Discrimination Complaint Form

Title VI Discrimination Complaint Form

Please complete, sign, and return this form to the address listed at the bottom of the page.

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

Complainant name			
Address	City	State	Zip code
Phone	Email		

Person discriminated against, if different from complainant			
Address	City	State	Zip code
Phone	Email		

Type of discrimination:	<input type="checkbox"/> Race/Color	<input type="checkbox"/> Age	<input type="checkbox"/> Sex	<input type="checkbox"/> National origin	<input type="checkbox"/> Disability	<input type="checkbox"/> Other
-------------------------	-------------------------------------	------------------------------	------------------------------	--	-------------------------------------	--------------------------------

Date of incident	
------------------	--

Please provide the date and location of the alleged discriminatory actions, including both the earliest and most recent incidents.

Please provide a brief and clear account of the discriminatory incident, including details of what happened, who was involved and any differential treatment compared to others. You may also include supporting materials for your complaint. Please attach any additional written or supporting information that you believe is relevant to this complaint.

Please provide the names and contact information of persons, including witnesses or others, whom we may contact for additional information to investigate your complaint.

To process your complaint, please ensure it is signed and dated below.	
Signature	
Date	



City of Bellevue 1500 Wall Street Bellevue, NE 68005 amanda.parker@bellevue.net
--

OFFICE USE ONLY	
Received by	Date received

Título VI Formulario de queja por discriminación NEBRASKA

Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

Complete, firme y envíe este formulario a la dirección que aparece en la parte inferior de la página.

Nombre del denunciante							
Dirección		Ciudad		Estado		Código postal	
Teléfono		Correo electrónico					

Víctima de la discriminación, si es diferente del denunciante							
Dirección		Ciudad		Estado		Código postal	
Teléfono		Correo electrónico					

Tipo de discriminación:	<input type="checkbox"/> Raza/Color	<input type="checkbox"/> Edad	<input type="checkbox"/> Sexo	<input type="checkbox"/> Nación de origen	<input type="checkbox"/> Discapacidad	<input type="checkbox"/> Otra opción
Fecha del incidente						

Proporcione la fecha y el lugar de las supuestas acciones discriminatorias, incluidos tanto los incidentes más tempranos como los más recientes.

Proporcione un informe breve y claro del incidente discriminatorio, incluidos los detalles de lo que sucedió, quien estuvo involucrado y cualquier tratamiento diferencial en comparación con otros. También puede incluir materiales de respaldo para su queja. Adjunte cualquier información adicional por escrito o de apoyo que considere relevante para esta queja.

Proporcione los nombres y la información de contacto de las personas, incluidos los testigos u otras personas, con quienes podamos comunicarnos para obtener información adicional para investigar su queja.

Para procesar su queja, asegúrese de que esté firmada y fechada a continuación.	
Firma	
Fecha	

DIRECCIÓN POSTAL 

CORREO ELECTRÓNICO 

City of Bellevue 1500 Wall Street Bellevue, NE 68005 amar.da.parker@bellevue.net

SOLO PARA USO DEL OFICINA

Recibido por		Fecha de recepción	
--------------	--	--------------------	--

Appendix C
City of Bellevue
Four-Factor Analysis and Language Assistance Plan

City of Bellevue Four-Factor Analysis

The City of Bellevue does not provide transportation to the general public; transportation is provided exclusively to residents in Bellevue, Nebraska, for medical appointments and personal needs. The City of Bellevue personnel report that contact with clients of limited English proficiency (LEP) is rare, with no recent reported contacts with LEP clients. However, the following analysis was completed to inform a Language Assistance Plan that considers the needs of LEP persons who could potentially be encountered by the agency as it administers its programs in the service area.

To facilitate this analysis, 2020–2024 American Community Survey data were analyzed for the agency's service area to inform the four-factor analysis. The data show that the number and proportion of LEP persons in the service area is low but significant, with approximately 85 percent of the population estimated to speak only English.

Based on the four-factor analysis, the number and proportion of non-English-speaking LEP persons in the City of Bellevue area is low but significant, with Spanish-speaking LEP persons exceeding the Safe Harbor Threshold of 1,000 or more LEP persons. However, the agency personnel report that contact with LEP persons is rare. Even so, the City of Bellevue has identified a current need to develop additional language assistance measures. However, if staff encounter LEP individuals, employees are trained to respond appropriately and provide meaningful access to services, as detailed in the Language Assistance Plan, using language assistance resources available through NDOT.

Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or recipient

The City of Bellevue provides transportation service for the residents of Bellevue, Nebraska. To estimate the number and proportion of LEP individuals in the service area, data from the 2020–2024 American Community Survey were reviewed. For this analysis, "LEP" is defined as individuals who speak English less than "very well." LEP may also refer to individuals with limited ability to read, write, or understand English.

The following explains the City of Bellevue service area LEP profile:

- The total number of persons over the age of 5 in the City of Bellevue is 60,227.
- Approximately 85 percent of this total population speak English only.
- Spanish is the largest non-English language group in the City of Bellevue service area. This language group is estimated to be 2,218 LEP persons, or approximately 3.7 percent of the area's total population.
- Other language groups in the service area contained a low number or proportion of LEP persons that did not surpass the Safe Harbor Threshold of 1,000 LEP persons or greater than 5 percent proportion of LEP persons in the service area.

Factor 1a: How LEP persons interact with the agency

Agency staff report that contact with LEP individuals is rare. It is estimated that such contact will most likely occur while scheduling or providing transportation.

Factor 1b: Literacy skills of LEP persons in their native language to determine whether the translation of written documents will be an effective practice

No complete data on native language literacy was available. If additional data becomes available, it will be incorporated into future analyses. Based on current resources and practices, the agency does not anticipate significant barriers to service due to literacy limitations.

Factor 1c: Whether LEP persons are underserved due to language barriers

Based on the current interactions with LEP individuals, the agency does not anticipate language to be a barrier to accessing services.

Factor 2: Frequency of contact with LEP persons

The City of Bellevue personnel report that interaction with LEP individuals while administering programs and services is rare.

Factor 3: Nature and importance of the program, activity, or service

The City of Bellevue offers transportation to its residents, giving them greater mobility and access to critical services. Trip purposes include medical appointments, social activities, and engaging in regular daily activities. These services are deemed important for their residents' lives.

Factor 4: Resources available and associated costs

The City of Bellevue has access to Title VI template documents (e.g., Title VI Notice to the Public, Title VI Complaint Form), and general Title VI assistance and oversight.

Language Assistance Plan

The City of Bellevue has access to language assistance resources through publicly available translation applications. If the City of Bellevue holds a public hearing, distributed meeting documents, including meeting minutes, can be translated using available resources. These services can be used whenever in-person or over-the-phone interpretation is required to assist riders. The agency will also take reasonable steps to support LEP individuals who may choose to access its programs and services in the future.

Using NDOT resources, the City of Bellevue's Title VI Notice to the Public, Discrimination Complaint Form, and Discrimination Complaint Procedures Form have been translated into Spanish for public distribution and for posting on the agency's website.

Additionally, "I Speak" cards will be available at the agency's main office. These cards allow LEP individuals to quickly identify their spoken language when it cannot be easily determined by staff. This tool will help the City of Bellevue identify language assistance needs as they arise and ensure appropriate support is provided.

Appendix D

City of Bellevue Title VI Complaint Investigation Log

Title VI Complaint and Lawsuit Tracking Form

Title VI Complaints							
Complainant Name	Date of Incident	Date Filed	Summary of Complaint (include basis of complaint: race, color, or national origin)	Complaint resulted in investigation? (Y/N)	Status of complaint: active or closed?	Summary of Findings OR Reason Complaint was not Investigated (N/A if active)	Notes

Title VI Lawsuits						
Name of Plaintiff	Date of Incident	Date Filed	Allegation(s)	Status: Active or Closed?	Result (N/A if active)	Notes

Submitted by:

Subrecipient Organization: City of Bellevue
Attn: Amanda Parker, Human Service Manager
Address: 1500 Wall Street
City, State, ZIP: Bellevue, NE 68005
Phone: 402-293-3138
Email: amanda.parker@bellevue.net



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
4/7/2026

COUNCIL MEETING DATE: 4-7-26		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 payment to Heartland Family Services for Bellevue's portion of the cost of a case manager for Crisis Response Services for fiscal year 2026.

SYNOPSIS/BACKGROUND:

Through previous resolutions, the City of Bellevue was authorized to participate in multiple national opioid settlements from various defendants. Since it was alleged that the settling defendants caused damages to states and localities through their manufacture, marketing, and distribution of addictive opioid drugs, it is appropriate that the funds be used to offer support to individuals who contact law enforcement due to a substance abuse crisis and receive additional support. The program provides an important bridge between crisis response and ongoing care, helping ensure individuals receive the support they need while also assisting law enforcement in addressing behavioral health needs in the community.

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 payment of \$32,647.00 for Bellevue's portion of the Sarpy County Crisis Response Case Manager, through Heartland Family Services.

ATTACHMENTS:

1. <input type="text" value="Invoice from Heartland Family Services"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Anna Borwick
[Signature]
[Signature]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
4/7/2026

COUNCIL MEETING DATE: April 7, 2026		SUBMITTED BY: David Goedecken, PE - PW Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

BPW 250201 BM25(7) Library Parking Lot Resurfacing - Design Amendment No. 2

SYNOPSIS/BACKGROUND:

HGM submitted Amendment No 2 to the agreement approved on 03/04/2025. The amendment is for Design Phase Services to include: complete removal/replacement of the asphalt segments of the parking lot to concrete; remove/replacement of the sidewalk along east side of Longo Dr to Harvell Dr; extending the 8-ft trail along Harvell Dr from 400' east of Longo Dr to Ft Crook Rd; and adding pedestrian pushbuttons at the intersection of Harvell Dr and Longo Dr. These design changes are due FY2024 Economic Development Initiative -Community Project Funding (CPF) grant.

FISCAL IMPACT: \$40,135 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: HGM Assoc. INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: BPW 250201 BM25(7) Library Parking Lot Resurfacing - Design Amendment No. 2

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 250201 BM25(7) Library Parking Lot Resurfacing - Design Amendment No. 2

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

CIP PROJECT NAME: Resurface Parking Lot at Longo Building CIP PROJECT NUMBER: BM25(7)

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

ACCOUNTING DISTRIBUTION CODE: 7030 ACCOUNT NUMBER: 10-13-7030

RECOMMENDATION:

Recommend the City Council to approve and authorize the Mayor to sign Amendment No. 2 between the City of Bellevue and HGM Associates for the Library Parking Lot Resurfacing - Design in the amount of \$40,135.00.

ATTACHMENTS:

1. Amendment	2. CPF Professional Services Supplemental Bid Conditions	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Shirley Parkhill
Jessy
Dean



March 11, 2026

Mr. John Krager, P.E.
City of Bellevue Public Works Department
1510 Wall Street
Bellevue, NE 68005

Subject: Bellevue Library Parking Lot Repair
2206 Longo Drive
HGM Project No. 702225
Amendment No. 2

Dear John:

HGM Associates would like to request an Amendment No. 2 to our original agreement for this project dated February 24, 2025 to provide additional services to address the change in project scope as requested by the City of Bellevue Public Works. The change in scope is to include the following:

- Removal of all existing asphalt surfaced parking lots at the library and constructing new p.c. concrete parking lots in their place.
- Removal of the existing sidewalk on the east side of Longo Drive and replacement with new 5-foot wide sidewalk from the north property line of the library lot to the intersection of Harvell Drive.
- Removal of the existing sidewalk along the north side of Harvell Drive and replacement with new 8-foot wide trail from the intersection of Ft. Crook Road to the end of the existing sidewalk approx. 410 feet east of Longo Drive.
- Design of new curb ramps on the north corners of the Harvell Drive/Ft. Crook Road intersection and the Harvell Drive/Longo Drive intersection.
- Add and/or update traffic control signals and equipment for ADA compliant pedestrian signals and push buttons at the Harvell Drive/Ft. Crook Road and the Harvell Drive/Longo Drive intersections.
- Topographic Survey and Location of Property Lines along Harvell Drive for new trail and intersection improvements.
- Geotechnical investigation for new parking lot addition south of existing parking lot.

Bellevue Public Works

March 11, 2026

Page 2 of 2

HGM will provide these additional services for Amendment No.2 to the original agreement on an hourly basis with our total estimated cost to be \$40,135.00 as indicated in the Fee Man-hours Breakdown labeled as Exhibit A.

If you have any questions or require additional information, please contact me at your earliest convenience. HGM sincerely appreciates the opportunity to provide these additional services to you.

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

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



William J. Glismann, P.E.
Senior Project Manager



Stephen W. Moffitt, P.E.
Vice President

Acceptance of Proposal:
CITY OF BELLEVUE PUBLIC WORKS - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

**FEE BREAKDOWN
HGM ASSOCIATES, INC.**

EXHIBIT A

**City of Bellevue
Library Parking Lot Repair
Amendment #2 - Existing Parking Replacement - Harvell Dr. Trail**

SALARY EXPENSES



Classification	Manhours		Rate	Cost
Professional Engineer	44	X	\$245.00	\$10,780.00
Design Engineer	179	X	\$130.00	\$23,270.00
Subtotal Design Expenses				\$34,050.00
Reg. Land Surveyor	1	X	\$210.00	\$210.00
Survey Crew	4	X	\$230.00	\$920.00
Survey Tech	6	X	\$130.00	\$780.00
Subtotal Survey Expenses				\$1,910.00
NON-SALARY EXPENSES				
Thiele Geotech				\$2,675.00
Sadler Electric - Traffic Signal Design				\$1,500.00
Subtotal Non-Salary Expenses				\$4,175.00
TOTAL PROPOSAL COST				\$40,135.00

**TASK AND MAN-HOURS BREAKDOWN
HGM ASSOCIATES, INC.**

EXHIBIT A

**City of Bellevue
Library Parking Lot Repair
Amendment #2 - Existing Parking Replacement - Harvell Dr. Trail**

Description of Work Items/Tasks	Professional Engineer	Design Engineer	Reg. Land Surveyor	Survey Crew	Survey Tech	Total
Management / Review & Coordination Meeting	4	2	0	0	0	6
Field Investigation	2	2	0	0	0	4
Topographic Survey - Trail & Sidewalks						
Survey Management	0	0	1	0	0	1
One Call	0	0	0	0	2	2
ROW Survey/ Locate Property Lines	0	0	0	2	0	2
Topo Survey	0	0	0	2	0	2
Process Survey & Create Topo Drawing	0	0	0	0	4	4
Design & Construction Drawings						
General Notes	1	1	0	0	0	2
Bid Item Reference Notes	1	2	0	0	0	3
Overall Parking Lot Phasing Plan	1	4	0	0	0	5
Phase 1						
Parking Lot Addition Removal Plan	1	1	0	0	0	2
Parking Lot Addition Site Plan	0	1	0	0	0	1
Parking Lot Addition Grading Plan	0	1	0	0	0	1
Joint Layout Plan	1	4	0	0	0	5
Phases 2 thru 8 (plans for each phase - 16 Sheets)						
Removal Plan	2	16	0	0	0	18
Site Plan	4	32	0	0	0	36
Grading Plan	4	24	0	0	0	28
Joint Layout Plan	6	24	0	0	0	30
Parking Lot Striping Plan	2	4	0	0	0	6
Trail & Sidewalk Plans	4	12	0	0	0	16
Curb Ramp Plans - Geometry & Spot Elevations (4)	4	20	0	0	0	24
Paving Details	1	2	0	0	0	3
Paving Details	0	1	0	0	0	1
Misc. Details	1	1	0	0	0	2
SWPPP Plans						
SWPPP Notes & Info	1	6	0	0	0	7
BMP Plan	1	8	0	0	0	9
Permanent Stabilization Plan	1	6	0	0	0	7
Quantities/Cost Estimate	1	2	0	0	0	3
Special Provisions	1	3	0	0	0	4
TOTAL MAN-HOURS	44	179	1	4	6	223

 New Sheet
 Existing Sheet Revised

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
4/7/2026

COUNCIL MEETING DATE: April 7, 2026		SUBMITTED BY: David Goedeken, PE - PW Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 240603 WW26(5) Interceptor Sewer and SCWWA Connection to Structure C - Acquisition of Temporary and Permanent Easements

SYNOPSIS/BACKGROUND:

HDR has provided documentation for the acquisition of Temporary Construction and Permanent Easements and cost breakdown in the Acquisition Contract for TRACT 1 - Cherney in the amount of \$21,400. This is for the Interceptor Sewer and SCWWA Connection to Structure C project that will extend sanitary sewer and provide a lift station to service the Bellevue Bay Water Park and Prairie Hills projects.

FISCAL IMPACT: \$21,400 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: BPW 240603 WW26(5) Interceptor Sewer and SCCWWA Connection to Structure C

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 240603 WW26(5) Interceptor Sewer and SCCWWA Connection to Structure C

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

CIP PROJECT NAME: SCCWA SB-11 Basin Build out (Ent Dist) CIP PROJECT NUMBER: WW26(5)

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

ACCOUNTING DISTRIBUTION CODE: 7000 ACCOUNT NUMBER:

RECOMMENDATION:

Recommend the City Council review and recommend the Mayor to approve the acquisition of Temporary Construction and Permanent Easements and Acquisition Contract for TRACT 1 for the WW26(5) Interceptor Sewer and SCCWWA Connection to Structure C project in the amount of \$21,400.00.

ATTACHMENTS:

- | | | |
|-------------------------|-----------------------|------------------------------------|
| 1. Acquisition Contract | 2. Permanent Easement | 3. Temporary Construction Easement |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Jimna Brattler
David Goedeken
David Goedeken

CITY OF BELLEVUE, NEBRASKA

ACQUISITION CONTRACT

Copies to:

- 1.
 - 2.
- Project No.: 24-2864
Project Name: Prairie Hills Interceptor Sewer
Tract No.: 01

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by and between, **KATHLEEN CHERNEY, TRUSTEE OF THE BETTY ANN DIVOKY REVOCABLE TRUST; DIANE ANDERSON, A MARRIED INDIVIDUAL; GARY HANSEN, AN INDIVIDUAL; MARY JAYNE THROENER, TRUSTEE OF THE MARY JAYNE THROENER TRUST OF 2022; KEVIN F. HYDA OR TERESA A. HYDA, TRUSTEES OF THE KEVIN F. HYDA AND TERESA A. HYDA TRUST OF 2022; MARC WOODLE, TRUSTEE OF THE KATHRYN FERN WOODLE TRUST; AND GERALD L. MUFF, TRUSTEE OF THE MARY LOU MUFF REVOCABLE TRUST**, as tenants in common, hereinafter called the OWNER, and **THE CITY OF BELLEVUE, NEBRASKA**, hereinafter called the CITY.

PERMANENT EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the CITY, a permanent easement which will be prepared and furnished by the CITY, to certain real estate described as follows:

Property Description:

Tax lot 18, Section 23, Township 13, Range 13 (17.47 acres), as surveyed, platted and recorded in Sarpy County, Nebraska PID #011591726

Permanent Easement Legal Description:

SEE ATTACHED EXHIBIT

TEMPORARY EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the COUNTY, a temporary easement to certain real estate described as follows:

Property Description:

Tax lot 18, Section 23, Township 13, Range 13 (17.47 acres), as surveyed, platted and recorded in Sarpy County, Nebraska PID #011591726

Temporary Easement Legal Description:

SEE ATTACHED EXHIBIT

Project No.: 24-2864
Project Name: Prairie Hills Interceptor Sewer
Tract No.: 01

UPON COMPLETION AND ACCEPTANCE OF PROJECT, ALL RIGHTS, INTEREST AND USE OF THE ABOVE DESCRIBED TEMPORARY EASEMENT AREA(S) SHALL BE RETURNED TO THE GRANTOR(S) AND TO HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS WITH THE AFORESAID CHANGES COMPLETED. THE EASEMENT AREA(S) MAY BE USED FOR THE TEMPORARY RELOCATION OF UTILITIES DURING THE CONSTRUCTION OF THE PROJECT.

The CITY agrees to purchase the above described Right of Way and/or Easement(s) and to pay, therefore, upon the delivery of said executed Deed and/or Easement(s). If the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Permanent Easement – 21,377 Sq. Ft.	\$16,247.00
Temporary Easements – 13,529 Sq. Ft.	\$5,141.00
TOTAL (rounded)	\$21,400.00

It is agreed and understood that the CITY is hereby granted an immediate right of entry upon the premises described above.

OWNER shall have the right to utilize the easement with the exception of the construction of permanent structures. Planned improvements that result in the addition or removal of material over the top of the sewer shall be reviewed by the City prior to commencement of said work.

Any fence constructed, reconstructed or moved by Owner/Tenant pursuant to this acquisition must be placed outside of the limits of CITY property. It is expressly agreed that any fence erected along the new property line by Owner/Tenant will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the CITY, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the CITY to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the CITY, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the COUNTY.

Duly executed this 17 day of March, A.D. 2026.

Kathleen Cherney, Trustee

Kathleen Cherney, Trustee of the Betty Ann Divoky Revocable Trust,
(an undivided 20% interest)

Acknowledgement

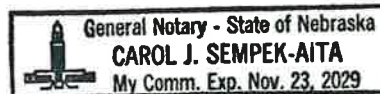
State of NE)

County of ^{S.S.} Douglas)

Before me, a Notary Public qualified for said county, personally came KATHLEEN CHERNEY, TRUSTEE OF THE BETTY ANN DIVOKY REVOCABLE TRUST, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on this 16 day of March, 2026

Carol J Sempek-Aita
Notary Public



Diane Anderson

Diane Anderson, a married individual,
(an undivided 10% interest)

Andy B Anderson

Andy B. Anderson, spouse

Acknowledgement

State of Nebraska

s.s.

County of Douglas

Before me, a Notary Public qualified for said county, personally came DIANE ANDERSON and ANDY B. ANDERSON, Wife and Husband, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on this 12 day of March, 2021

Leticia C Wees
Notary Public



Gary Hansen
Gary Hansen, an individual,
(an undivided 10% interest)

Acknowledgement

State of Nebraska

s.s.

County of Douglas

Before me, a Notary Public qualified for said county, personally came GARY HANSEN, an individual, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on this 12 day of March, 2021

Leticia C. Wees
Notary Public



Mary Jayne Throener
Mary Jayne Throener, Trustee of the Mary Jayne Throener Trust of 2022,
(an undivided 10% interest)

Acknowledgement

State of Nebraska)

s.s.

County of Sarpy)

Before me, a Notary Public qualified for said county, personally came MARY JAYNE THROENER, TRUSTEE OF THE MARY JAYNE THROENER TRUST OF 2022, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on this 16th day of March, 2026



Claire R. Muhle
Notary Public



Kevin F. Hyda, Trustee of the Kevin F. Hyda and Teresa A. Hyda Trust of 2022,
(an undivided 10% interest)

Acknowledgement

State of Nebraska)

s.s.

County of Sarpy)

Before me, a Notary Public qualified for said county, personally came KEVIN F. HYDA, TRUSTEE OF THE KEVIN F. HYDA AND TERESA A. HYDA TRUST OF 2022, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on this 16th day of March, 2026



Claire R. Muhle
Notary Public

Gerald L. Muff
Gerald L. Muff, Trustee of the Mary Lou Muff Revocable Trust,
(an undivided 20% interest)

Acknowledgement

State of Iowa

s.s.

County of Clayton

Before me, a Notary Public qualified for said county, personally came GERALD L. MUFF, TRUSTEE OF THE MARY LOU MUFF REVOCABLE TRUST, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on this 13th day of March, 20 26



[Signature]

Notary Public



Marc Woodle, Trustee of the Kathryn Fern Woodle Trust,
(an undivided 20% interest)

Acknowledgement

State of Nebraska)

s. s.
County of Sarpy)

Before me, a Notary Public qualified for said county, personally came MARC WOODLE, TRUSTEE OF THE KATHRYN FERN WOODLE TRUST, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on this 18 day of March, 2026


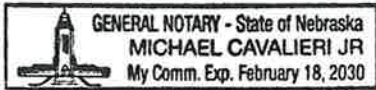

Notary Public

EXHIBIT 1

Tract 1
Acquisition Contract

PERMANENT EASEMENT LEGAL DESCRIPTION:

A PERMANENT EASEMENT LOCATED IN PART OF TAX LOT 18 IN SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 89°52'11" EAST FOR 1678.17 FEET ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE SOUTH 00°07'49" WEST FOR 260.04 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 34 AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET; THENCE SOUTH 06°12'45" WEST FOR 6.79 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING THE (2) COURSES ALONG SAID WEST RIGHT-OF-WAY LINE: (1) SOUTH 06°12'45" WEST FOR 486.21 FEET (2) SOUTH 24°25'52" WEST FOR 296.43 FEET; THENCE NORTH 68°49'55" WEST FOR 31.91 FEET ALONG THE SOUTH LINE OF SAID TAX LOT 18; THENCE NORTH 44°10'20" EAST FOR 35.10 FEET; THENCE THE FOLLOWING TWO (2) COURSES ALONG A LINE 20.00 WEST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET: (1) NORTH 24°25'52" EAST FOR 262.00 FEET (2) NORTH 06°12'45" EAST 463.24 FEET; THENCE NORTH 83°07'10" WEST FOR 269.38 FEET; THENCE NORTH 06°22'25" EAST FOR 26.54 FEET; THENCE SOUTH 89°02'07" EAST FOR 20.09 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 34; THENCE SOUTH 06°22'25" WEST FOR 8.61 FEET; THENCE SOUTH 83°07'10" EAST FOR 269.33 FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 21,377 SQUARE FEET, MORE OR LESS.

CITY OF BELLEVUE


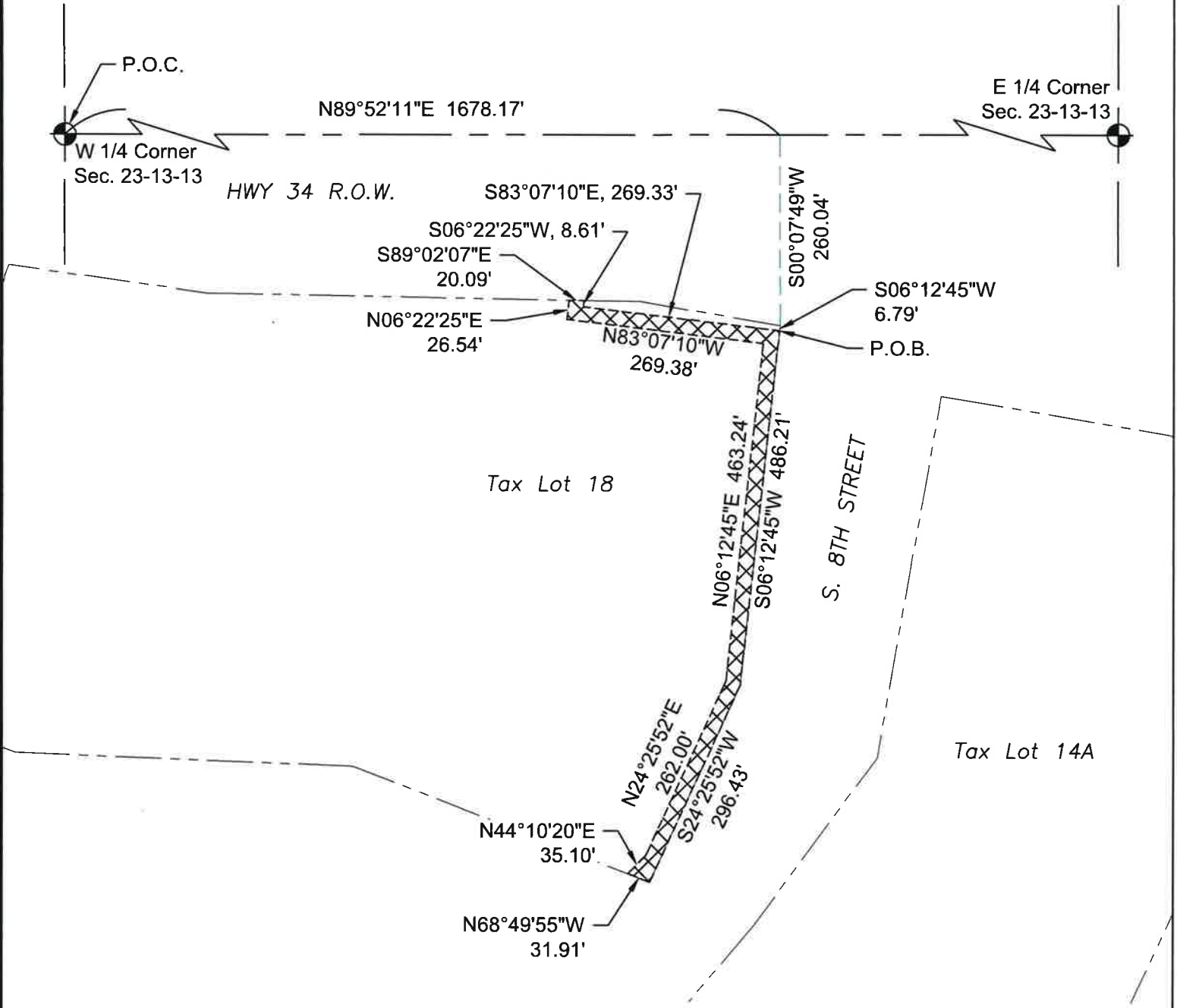
Owner(s): Kathleen Cherney et al.		PERMANENT EASEMENT: 21,377± S.F.
Parcel Address: Tax Lot 18 23-13-13 Bellevue, NE 68123 PID #011591726	Project No. 240603	Project Name: Interceptor Sewer & SCCWWA Connection at Structure C
Tract No. 01	Date Prepared: 11/10/2025	Revision Date(s):
		Page 1 of 2

EXHIBIT 1

PAGE 2 OF 2

Tract 1
Acquisition Contract



CITY OF BELLEVUE

 PERMANENT EASEMENT: 21,377± S.F.

TRACT NO.: 01	PROJECT NO.: 24-2864
PREPARE DATE: 10/15/25	REVISION DATE:

EXHIBIT 1

Tract 1
Acquisition Contract

TEMPORARY EASEMENT LEGAL DESCRIPTION:

EASEMENT A

A TEMPORARY EASEMENT LOCATED IN PART OF TAX LOT 18 OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 5TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 89°52'11" EAST FOR 1678.17 FEET ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE SOUTH 00°07'49" WEST FOR 260.04 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 34 AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 06°12'45" WEST FOR 6.79 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET; THENCE NORTH 83°07'10" WEST FOR 269.33 FEET; THENCE NORTH 06°22'25" EAST FOR 8.61 FEET; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTH RIGHT-OF-WAY LINE: (1) SOUTH 89°02'07" EAST FOR 77.46 FEET (2) SOUTH 80°11'55" EAST FOR 192.53 FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 3,219 SQUARE FEET, MORE OR LESS.

EASEMENT B

A TEMPORARY EASEMENT LOCATED IN PART OF TAX LOT 18 OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 5TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 89°52'11" EAST FOR 1678.17 FEET ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE SOUTH 00°07'49" WEST FOR 260.04 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 34 AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET; THENCE SOUTH 06°12'45" WEST FOR 26.55 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET; THENCE NORTH 83°47'15" WEST FOR 20.00 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING TWO (2) COURSES ALONG A LINE 20.00 WEST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET: (1) SOUTH 06°12'45" WEST FOR 465.46 FEET (2) SOUTH 24°25'52" WEST FOR 262.00 FEET; THENCE SOUTH 44°10'20" WEST FOR 32.57 FEET; ; THENCE NORTH 24°25'52" EAST FOR 294.09 FEET ALONG A LINE 31.00 WEST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET; THENCE NORTH 06°11'51" EAST FOR 450.78 FEET ALONG A LINE 30.00 WEST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET; THENCE NORTH 83°07'10" WEST FOR 259.29 FEET; THENCE NORTH 06°22'25" EAST FOR 10.00 FEET; THENCE SOUTH 83°07'10" EAST FOR 269.38 FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 10,310 SQUARE FEET, MORE OR LESS.

THE COMBINED PARCELS CONTAIN 13,529 SQUARE FEET, MORE OR LESS.

CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): Kathleen Cherny et al.



TEMPORARY EASEMENT: 13,529± S.F.

Parcel

Tax Lot 18 23-13-13

Project No. 240603

Address:

Project Name: Interceptor Sewer & SCCWWA Connection at Structure C

Tract No. 01

Date Prepared: 11/05/2025

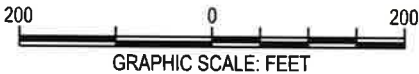
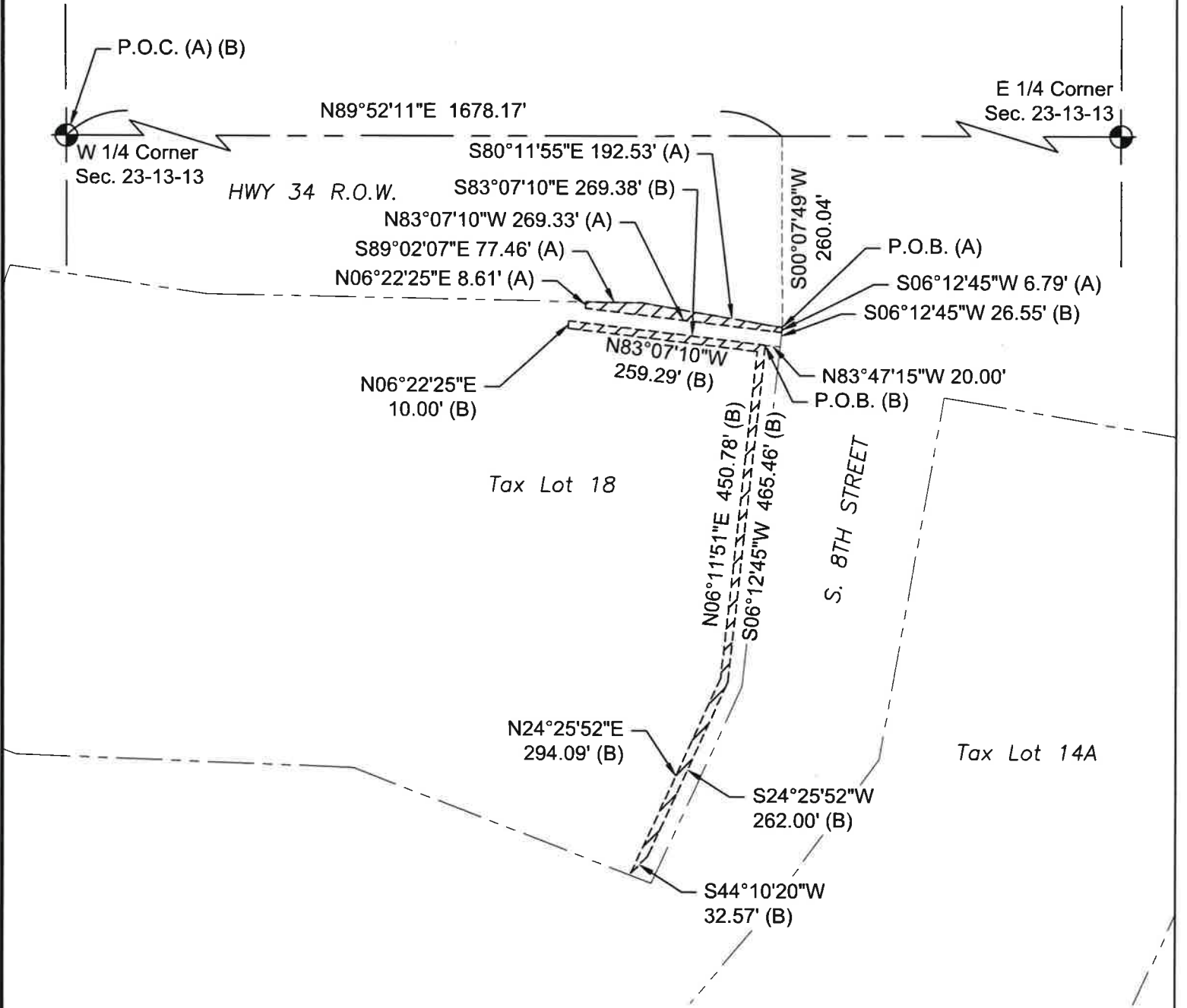
Revision
Date(s):

Page 1 of 2

EXHIBIT 1

PAGE 2 OF 2

Tract 1
Acquisition Contract



CITY OF BELLEVUE



TEMPORARY EASEMENT: 13,529± S.F.

TRACT NO.: 01

PROJECT NO.: 24-2864

PREPARE DATE: 11/10/25

REVISION DATE:

RETURN TO: HDR, Inc. Attn: Shelby Mayash, 1917 S. 67th Street, Omaha, NE 68106

PERMANENT EASEMENT

PROJECT: Prairie Hills Interceptor Sewer – 24-2864 TRACT: 01

KNOW ALL MEN BY THESE PRESENTS:

THAT KATHLEEN CHERNEY, TRUSTEE OF THE BETTY ANN DIVOKY REVOCABLE TRUST; DIANE ANDERSON, A MARRIED INDIVIDUAL; GARY HANSEN, AN INDIVIDUAL; MARY JAYNE THROENER, TRUSTEE OF THE MARY JAYNE THROENER TRUST OF 2022; KEVIN F. HYDA OR TERESA A. HYDA, TRUSTEES OF THE KEVIN F. HYDA AND TERESA A. HYDA TRUST OF 2022; MARC WOODLE, TRUSTEE OF THE KATHRYN FERN WOODLE TRUST; AND GERALD L. MUFF, TRUSTEE OF THE MARY LOU MUFF REVOCABLE TRUST, as tenants in common,

hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of **ONE and NO/100 DOLLARS (\$1.00) and other valuable consideration** in hand paid does hereby grant, and convey unto the **CITY OF BELLEVUE, NEBRASKA**, and to its successors and assigns the following described permanent easement for the purpose of the construction and maintenance of roadways, storm sewer, and drainage ways and appurtenances thereto and the subsequent maintenance of same, situated in Sarpy County, and State of Nebraska, to-wit;

SEE ATTACHED PERMANENT EASEMENT EXHIBIT

CONDITIONS:

1. The CITY shall properly backfill excavations made on said premises for the purpose of said improvements and shall leave the premises in the same general condition as it was in before said CITY contractor entered upon the premises.
2. The CITY shall use its best efforts to prevent and control erosion on the Property. If any fences or existing structures are moved for the purpose of excavating and maintaining said improvements, said items shall be immediately replaced by the CITY upon *completion of the work requiring such removal.*
3. CROP DAMAGE, if any, will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction/maintenance of the project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.
4. The City shall repair any damages to the existing utilities caused by the CITY during construction of the sewer line or any damages caused by future maintenance repairs.
5. OWNER shall have the right to utilize the easement with the exception of the construction of permanent structures. Planned improvements that result in the addition or removal of material over the top of the sewer shall be reviewed by the City prior to *commencement of said work.*
6. The CITY shall indemnify the OWNER of the Property for any injuries to its' contractor's, city employees, etc. from any and all injuries incurred while constructing the Sewer Easement.
7. OWNER, the heirs, and assigns have the option to connect to the sewer located the property, subject to payment of connection fees and CITY connection requirements.

The abandonment of said permanent easement for the purposes described herein shall render this conveyance void and cause said permanent easement to revert to said Grantor and his, her, or their heirs, successors and assigns.

THIS document may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same document.

Tract 1
Permanent Easement

Duly executed this 16 day of March, 2026.

Kathleen Cherney, Trustee
Kathleen Cherney, Trustee of the Betty Ann Divoky Revocable Trust,
(an undivided 20% interest)

Acknowledgement

State of NE

s.s.

County of Douglas

Before me, a Notary Public qualified for said county, personally came KATHLEEN CHERNEY, TRUSTEE OF THE BETTY ANN DIVOKY REVOCABLE TRUST, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on this 16 day of March, 2026

Carol J Sempek-Aita
Notary Public



Diane Anderson

Diane Anderson, a married individual,
(an undivided 10% interest)

Andy B
Andy B. Anderson, spouse

Anderson

Acknowledgement

State of Nebraska

s.s.

County of Douglas

Before me, a Notary Public qualified for said county, personally came DIANE ANDERSON and ANDY B. ANDERSON, Wife and Husband, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on this 12 day of March, 2026

Leticia C Wees
Notary Public



Gary Hansen
Gary Hansen, an individual,
(an undivided 10% interest)

Acknowledgement

State of Nebraska
s.s.
County of Douglas

Before me, a Notary Public qualified for said county, personally came GARY HANSEN, an individual, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on this 12 day of March, 2026

Leticia C. Wees
Notary Public



Mary Jayne Throener
Mary Jayne Throener, Trustee of the Mary Jayne Throener Trust of 2022,
(an undivided 10% interest)

Acknowledgement

State of Nebraska

County of ^{s.s.} Sarpy

Before me, a Notary Public qualified for said county, personally came MARY JAYNE THROENER, TRUSTEE OF THE MARY JAYNE THROENER TRUST OF 2022, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on this 16th day of March, 2026



Claire R. Muhle
Notary Public

Kevin F. Hyda

Kevin F. Hyda, Trustee of the Kevin F. Hyda and Teresa A. Hyda Trust of 2022,
(an undivided 10% interest)

Acknowledgement

State of Nebraska

County of ^{s.s.} Sarpy

Before me, a Notary Public qualified for said county, personally came KEVIN F. HYDA, TRUSTEE OF THE KEVIN F. HYDA AND TERESA A. HYDA TRUST OF 2022, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on this 16th day of March, 2026



Claire R. Muhle
Notary Public

Gerald L. Muff
GERALD L. Muff, Trustee of the Mary Lou Muff Revocable Trust,
(an undivided 20% interest)

Acknowledgement

State of Iowa)

s.s.

County of Clayton)

Before me, a Notary Public qualified for said county, personally came GERALD L. MUFF, TRUSTEE OF THE MARY LOU MUFF REVOCABLE TRUST, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on this 13th day of March, 20 26



[Signature]
Notary Public

Marc Woodle

Marc Woodle, Trustee of the Kathryn Fern Woodle Trust,
(an undivided 20% interest)

Acknowledgement

State of Nebraska)

County of ^{s.s.} Sarpy)

Before me, a Notary Public qualified for said county, personally came MARC WOODLE, TRUSTEE OF THE KATHRYN FERN WOODLE TRUST, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on this 18 day of March, 2026



MJC JR

Notary Public

EXHIBIT 1

Tract 1
Permanent Easement

PERMANENT EASEMENT LEGAL DESCRIPTION:

A PERMANENT EASEMENT LOCATED IN PART OF TAX LOT 18 IN SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 89°52'11" EAST FOR 1678.17 FEET ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE SOUTH 00°07'49" WEST FOR 260.04 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 34 AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET; THENCE SOUTH 06°12'45" WEST FOR 6.79 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING THE (2) COURSES ALONG SAID WEST RIGHT-OF-WAY LINE: (1) SOUTH 06°12'45" WEST FOR 486.21 FEET (2) SOUTH 24°25'52" WEST FOR 296.43 FEET; THENCE NORTH 68°49'55" WEST FOR 31.91 FEET ALONG THE SOUTH LINE OF SAID TAX LOT 18; THENCE NORTH 44°10'20" EAST FOR 35.10 FEET; THENCE THE FOLLOWING TWO (2) COURSES ALONG A LINE 20.00 WEST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET: (1) NORTH 24°25'52" EAST FOR 262.00 FEET (2) NORTH 06°12'45" EAST 463.24 FEET; THENCE NORTH 83°07'10" WEST FOR 269.38 FEET; THENCE NORTH 06°22'25" EAST FOR 26.54 FEET; THENCE SOUTH 89°02'07" EAST FOR 20.09 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 34; THENCE SOUTH 06°22'25" WEST FOR 8.61 FEET; THENCE SOUTH 83°07'10" EAST FOR 269.33 FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 21,377 SQUARE FEET, MORE OR LESS.

CITY OF BELLEVUE


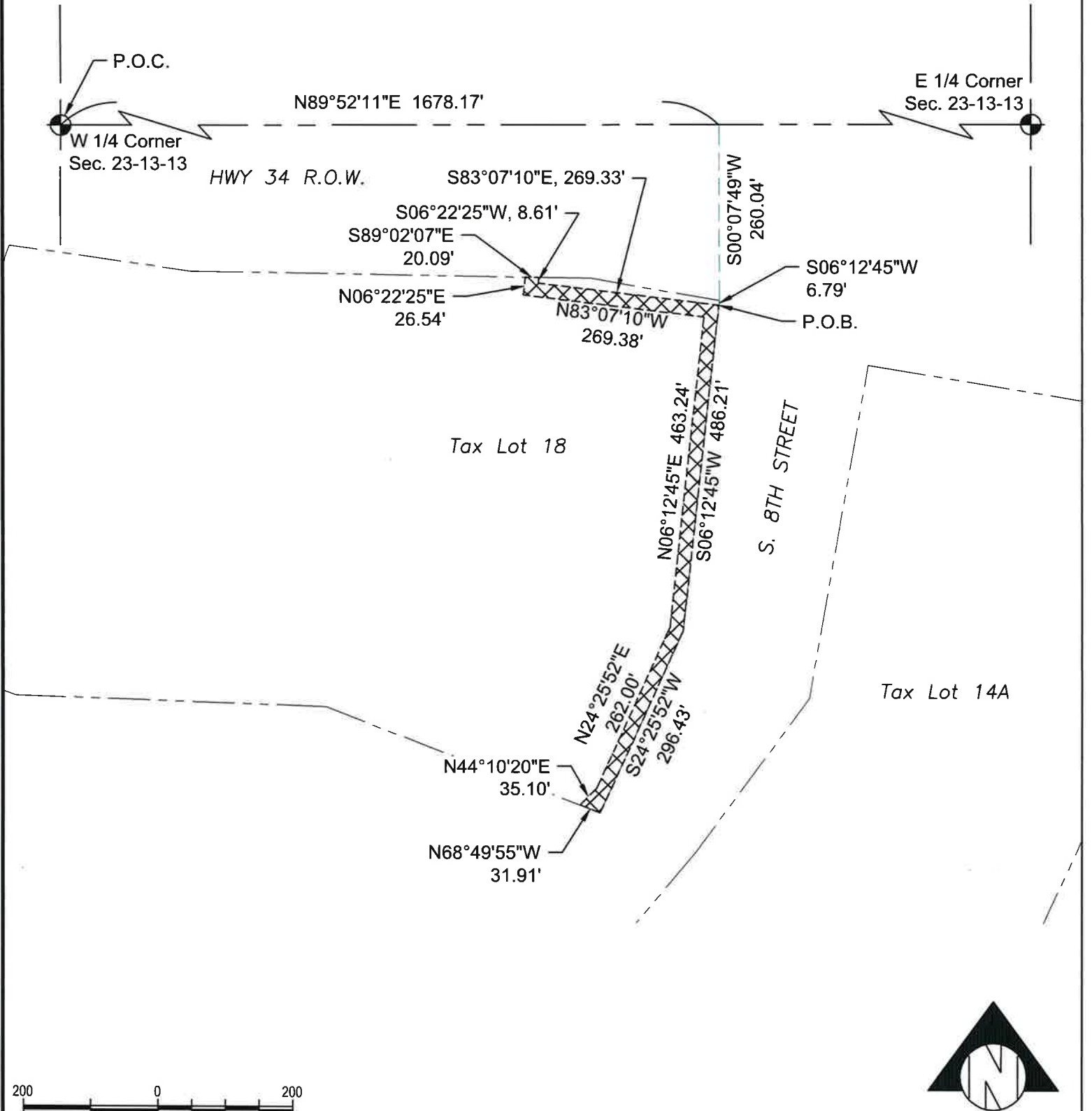
Owner(s): Kathleen Cherney et al.		PERMANENT EASEMENT: <u>21,377±</u> S.F.
Parcel Address: Tax Lot 18 23-13-13 Bellevue, NE 68123 PID #011591726	Project No. 240603	Project Name: Interceptor Sewer & SCCWWA Connection at Structure C
Tract No. <u>01</u>	Date Prepared: <u>11/10/2025</u>	Revision Date(s):
		Page 1 of 2

EXHIBIT 1

PAGE 2 OF 2

Tract 1
Permanent Easement



CITY OF BELLEVUE



PERMANENT EASEMENT: 21,377± S.F.

TRACT NO.: 01

PROJECT NO.: 24-2864

PREPARE DATE: 10/15/25

REVISION DATE:

RETURN TO: HDR, Inc. Attn: Shelby Mayash, 1917 S. 67th Street, Omaha, NE 68106

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: Prairie Hills Interceptor Sewer – 24-2864 TRACT: 01

KNOW ALL MEN BY THESE PRESENTS:

THAT KATHLEEN CHERNEY, TRUSTEE OF THE BETTY ANN DIVOKY REVOCABLE TRUST; DIANE ANDERSON, A MARRIED INDIVIDUAL; GARY HANSEN, AN INDIVIDUAL; MARY JAYNE THROENER, TRUSTEE OF THE MARY JAYNE THROENER TRUST OF 2022; KEVIN F. HYDA OR TERESA A. HYDA, TRUSTEES OF THE KEVIN F. HYDA AND TERESA A. HYDA TRUST OF 2022; MARC WOODLE, TRUSTEE OF THE KATHRYN FERN WOODLE TRUST; AND GERALD L. MUFF, TRUSTEE OF THE MARY LOU MUFF REVOCABLE TRUST, as tenants in common, hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of **ONE and NO/100 DOLLARS (\$1.00) and other valuable consideration** in hand paid does hereby grant, and convey unto the CITY OF BELLEVUE, NEBRASKA, and to its successors and assigns the following described temporary construction easement for the purpose of **the construction of a new roadway, storm sewer improvements, drainage structures and/or drainage ways and appurtenances thereto**, situated in Sarpy County, and State of Nebraska, to-wit;

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

(the "Easement Area").

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress to and from the Easement Area for the purpose of constructing and inspecting the Improvements at the will of CITY.

This temporary construction easement runs with the land and shall terminate thirty (30) days after completion and acceptance of construction of the Improvements.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across the Easement Area by GRANTOR, its successors and assigns without express approval of CITY.
- 2) That CITY will replace or rebuild any and all damage caused by CITY within or outside the Easement Area to materially the same condition that existed prior to such damage, normal wear and tear excepted. CITY shall cause any trench made on the Easement Area to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
- 3) This temporary construction easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
- 4) That GRANTOR shall be solely responsible for payment of all real estate taxes and assessments, if any, on GRANTOR's property, including the Easement Area.
- 5) That said GRANTOR for GRANTOR and GRANTOR's heirs, executors, administrators, and assigns does or do represent and warrant to CITY and its assigns, that GRANTOR is well seized in fee of the above described property and that GRANTOR has the right to grant and convey this temporary construction easement in the manner and form aforesaid, and that GRANTOR will, and GRANTOR's heirs, executors, administrators, and assigns shall warrant

and defend this temporary construction easement to CITY and its assigns against the lawful claims and demands of all persons. This temporary construction easement runs with the land.

- 6) That said temporary construction easement is granted upon the condition that CITY may remove or cause to be removed all presently existing improvements within the Easement Area, including but not limited to, crops, tiles, vines, trees within the Easement Area as necessary for construction.
- 7) That CITY reserves the absolute right to terminate this temporary construction easement at any time prior to the payment of the above stated consideration. If the CITY has begun construction, the CITY shall repair any damage caused to the land.
- 8) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings with respect to this temporary construction easement between the GRANTOR and the CITY or its agents other than the Acquisition Contract between GRANTOR and the CITY dated _____, 202____ (the "Acquisition Contract"); and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein and in the Acquisition Contract (if applicable).
- 9) That CITY shall indemnify and hold harmless the GRANTOR, its successors and assigns, from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property, or any of the above, arising from the construction, maintenance, operation, repair or replacement of the Improvements, or the exercise of CITY's rights pursuant to this temporary construction easement by CITY or CITY's contractors, employees, agents or representatives, except to the extent caused by the negligence or willful misconduct of GRANTOR. Conversely, GRANTOR shall indemnify and hold harmless the CITY, its successors and assigns, from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property, or any of the above, arising from GRANTOR's use of the Easement Area, or the exercise of GRANTOR's rights pursuant to this temporary construction easement by GRANTOR or GRANTOR's contractors, employees, agents or representatives, except to the extent caused by the negligence or willful misconduct of CITY.
- 10) This easement shall be construed and enforced in accordance with the laws of the State of Nebraska.
- 11) If any term or condition of this easement, or the application of this easement to any person or circumstance, is deemed invalid or unenforceable, the remainder of this easement shall not be affected.
- 12) No delay or omission in exercising any right or power arising under this easement shall be construed a waiver of such right or power. A waiver of any obligation shall not be construed to be a waiver of any breach of any other terms and conditions of this easement.

[The remainder of this page is intentionally left blank. Signature page follows.]

Kathleen Cherney, Trustee

Kathleen Cherney, Trustee of the Betty Ann Divoky Revocable Trust,
(an undivided 20% interest)

Tract 1
Temporary Construction
Easement

Acknowledgement

State of NE)

s.s.

County of Douglas)

Before me, a Notary Public qualified for said county, personally came KATHLEEN CHERNEY, TRUSTEE OF THE BETTY ANN DIVOKY REVOCABLE TRUST, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on this 16 day of March, 20 26

Carol Sempek-Aita

Notary Public



Diane Anderson

Diane Anderson, a married individual,
(an undivided 10% interest)

Andy B

Andy B. Anderson, spouse

Anderson

Acknowledgement

State of Nebraska

s.s.

County of Douglas

Before me, a Notary Public qualified for said county, personally came DIANE ANDERSON and ANDY B. ANDERSON, Wife and Husband, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on this 12 day of March, 2026

Leticia C. Wees

Notary Public



Gary Hansen
Gary Hansen, an individual,
(an undivided 10% interest)

Acknowledgement

State of Nebraska)

s.s.

County of Douglas)

Before me, a Notary Public qualified for said county, personally came GARY HANSEN, an individual, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on this 12 day of March, 2021

Leticia C. Wees
Notary Public



Tract 1
Temporay Construction
Easement

Mary Jayne Throener
Mary Jayne Throener, Trustee of the Mary Jayne Throener Trust of 2022,
(an undivided 10% interest)

Acknowledgement

State of Nebraska)

s.s.
County of Sarpy)

Before me, a Notary Public qualified for said county, personally came MARY JAYNE THROENER, TRUSTEE OF THE MARY JAYNE THROENER TRUST OF 2022, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on this 16th day of March, 2026



Claire R. Muhle
Notary Public



Kevin F. Hyda, Trustee of the Kevin F. Hyda and Teresa A. Hyda Trust of 2022,
(an undivided 10% interest)

Acknowledgement

State of Nebraska)

s.s.

County of Sarpy)

Before me, a Notary Public qualified for said county, personally came KEVIN F. HYDA, TRUSTEE OF THE KEVIN F. HYDA AND TERESA A. HYDA TRUST OF 2022, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on this 16th day of March, 2026



Claire R. Muhle
Notary Public

Gerald L. Muff

Gerald L. Muff, Trustee of the Mary Lou Muff Revocable Trust,
(an undivided 20% interest)

Acknowledgement

State of Iowa)

s.s.

County of Clayton)

Before me, a Notary Public qualified for said county, personally came GERALD L. MUFF, TRUSTEE OF THE MARY LOU MUFF REVOCABLE TRUST, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on this 13th day of March, 20 26



Sandra Walter

Notary Public

Marc Woodle

Tract 1
Temporay Construction
Easement

Marc Woodle, Trustee of the Kathryn Fern Woodle Trust,
(an undivided 20% interest)

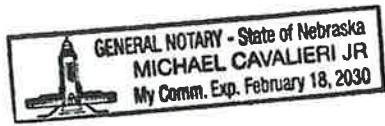
Acknowledgement

State of Nebraska

s.s.
County of Safpy

Before me, a Notary Public qualified for said county, personally came MARC WOODLE, TRUSTEE OF THE KATHRYN FERN WOODLE TRUST, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on this 18 day of March, 2026



[Signature]
Notary Public

EXHIBIT 1

Tract 1
Temporary Construction
Easement

TEMPORARY EASEMENT LEGAL DESCRIPTION:

EASEMENT A

A TEMPORARY EASEMENT LOCATED IN PART OF TAX LOT 18 OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 5TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 89°52'11" EAST FOR 1678.17 FEET ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE SOUTH 00°07'49" WEST FOR 260.04 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 34 AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 06°12'45" WEST FOR 6.79 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET; THENCE NORTH 83°07'10" WEST FOR 269.33 FEET; THENCE NORTH 06°22'25" EAST FOR 8.61 FEET; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTH RIGHT-OF-WAY LINE: (1) SOUTH 89°02'07" EAST FOR 77.46 FEET (2) SOUTH 80°11'55" EAST FOR 192.53 FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 3,219 SQUARE FEET, MORE OR LESS.

EASEMENT B

A TEMPORARY EASEMENT LOCATED IN PART OF TAX LOT 18 OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 5TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 89°52'11" EAST FOR 1678.17 FEET ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE SOUTH 00°07'49" WEST FOR 260.04 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 34 AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET; THENCE SOUTH 06°12'45" WEST FOR 26.55 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET; THENCE NORTH 83°47'15" WEST FOR 20.00 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING TWO (2) COURSES ALONG A LINE 20.00 WEST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET: (1) SOUTH 06°12'45" WEST FOR 465.46 FEET (2) SOUTH 24°25'52" WEST FOR 262.00 FEET; THENCE SOUTH 44°10'20" WEST FOR 32.57 FEET; ; THENCE NORTH 24°25'52" EAST FOR 294.09 FEET ALONG A LINE 31.00 WEST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET; THENCE NORTH 06°11'51" EAST FOR 450.78 FEET ALONG A LINE 30.00 WEST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET; THENCE NORTH 83°07'10" WEST FOR 259.29 FEET; THENCE NORTH 06°22'25" EAST FOR 10.00 FEET; THENCE SOUTH 83°07'10" EAST FOR 269.38 FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 10,310 SQUARE FEET, MORE OR LESS.

THE COMBINED PARCELS CONTAIN 13,529 SQUARE FEET, MORE OR LESS.

CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT


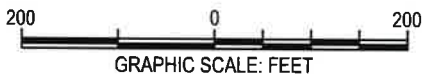
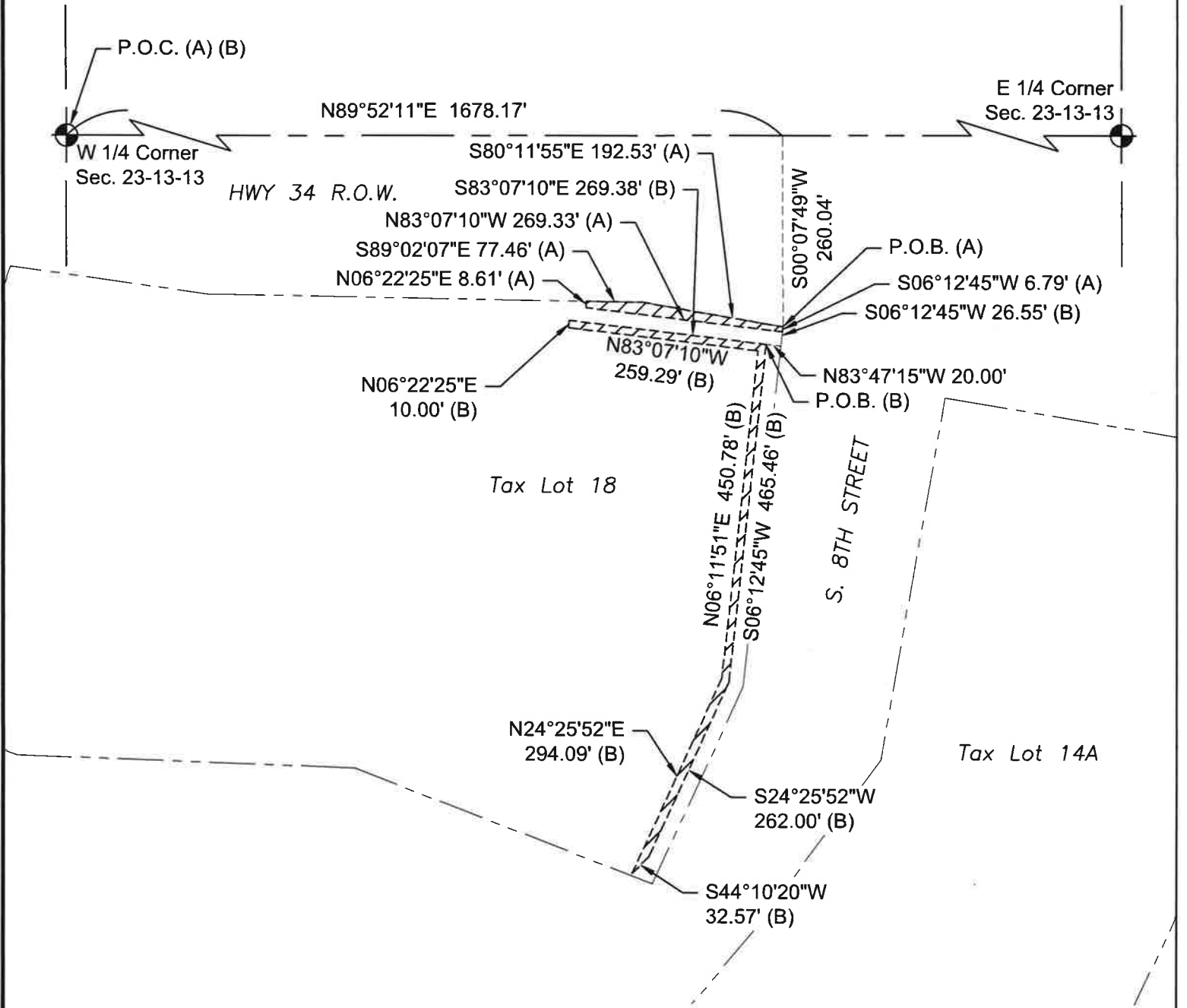
Owner(s): Kathleen Cherny et al.		TEMPORARY EASEMENT: 13,529± S.F.
Parcel Address: Tax Lot 18 23-13-13	Project No. 240603	
	Project Name: Interceptor Sewer & SCCWWA Connection at Structure C	
Tract No. 01	Date Prepared: 11/05/2025	Revision Date(s):
		Page 1 of 2

EXHIBIT 1

PAGE 2 OF 2

Tract 1
Temporary Construction
Easement



CITY OF BELLEVUE



TEMPORARY EASEMENT: 13.529± S.F.

TRACT NO.: 01

PROJECT NO.: 24-2864

PREPARE DATE: 11/10/25

REVISION DATE:

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 7, 2026		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:

240121 M146(276B) College Heights Drainage Improvements - Amendment 1

SYNOPSIS/BACKGROUND:

MidWest ROW to re-negotiation the acquisition of one (1) temporary easement for a tract of land located on the north end of Kountze Memorial Dr.

FISCAL IMPACT: \$5,775.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 240121 M146(276A) College Heights Drainage Improvements

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 240121 M146(276A) College Heights Drainage Improvements

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

CIP PROJECT NAME: M146(276B) College Hts: 407 MMK (Lot 177B) CIP PROJECT NAME: ST26(07)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15

RECOMMENDATION:

Recommend the City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and MidWest ROW for College Heights Drainage Improvements Amendment No. 1 in the amount of \$5,775.00

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Shirley Bertillon
David Goedeke
David Goedeke

March 17, 2026



MIDWEST

R | O | W

MIDWEST
RIGHT OF WAY
SERVICES

City of Bellevue, Nebraska

**College Heights Drainage
Improvements
Easement Acquisition**

John Borgmeyer

john.borgmeyer@midwestrow.com

13425 A Street

Omaha, Nebraska 68144

402-955-2900



MIDWEST

R | O | W

***PROPOSAL FOR SERVICES – Amendment
City of Bellevue, Nebraska
College Heights Drainage Improvements Easement Acquisition***

**John Krager III, PE
City of Bellevue
Public Works Department
1510 Wall Street
Bellevue, Nebraska 68005**

PROJECT UNDERSTANDING

This project involves the acquisition of a temporary easement from one (1) tract of land for the College Heights Drainage Improvements Project. The project design has been revised and will require an update to the appraisal report as well as negotiations for the new easement area. The project is located in the area of Kountze Memorial Drive in Bellevue, Nebraska.

PROJECT MANAGEMENT

This task will involve coordination of all project elements so that work is initiated as it should be, appropriate progress is made, and schedules are met. Coordination and scheduling of the title work, appraisals, and the acquisition will be the responsibility of the project manager.

APPRAISAL

This task involves the revision of one (1) appraisal report which will provide a value for the property to be acquired. Giff Property Services will prepare a revision of the appraisal report previously completed for this project. Several of Giff Property Services staff members are approved by the State of Nebraska Department of Transportation to provide appraisal reports for right of way projects. The appraisal report will be provided to the City of Bellevue for their use in determining Just Compensation. Midwest will pass the cost of this service through to the City of Bellevue at no additional cost.

ACQUISITION

Midwest Right of Way Services' acquisition agents will make every effort to understand the project's objective before meeting with property owners. We will prepare all documents, present and explain the offer, answer all acquisition-related questions, and secure signatures from all interested parties. Our acquisition agents will obtain tenant information from property owners and proceed to obtain signed a leasehold contract, if applicable. We will negotiate in good faith and keep records of all calls made.

ECONOMIC EQUITY AND INCLUSION PROGRAM

Midwest Right of Way Services, Inc. is a participant in the City of Omaha Economic Equity and Inclusion Program.

SMALL EMERGING BUSINESS TIER II

Midwest Right of Way Services, Inc. is certified by the City of Omaha as a Small Emerging Business Tier II.

VETERAN-OWNED BUSINESS

Midwest Right of Way Services is a veteran-owned business.

TEAM MEMBERS

John Borgmeyer, RWA-GN, Right of Way Agent, is the Vice President for Midwest Right of Way Services, Inc. He has performed acquisition negotiations for state, local and federally funded projects in Nebraska, Iowa and Kansas, and relocation assistance for local and federally funded projects in Nebraska. His experience includes roadway, airport, drainage, and sewer projects.

Maria Rodriguez, R/W-RAC, Right of Way Agent, is a project manager and has worked for Midwest Right of Way Services since October, 2013. Prior to joining the Midwest team, she performed acquisition negotiations and relocation assistance in Arizona and Nevada since 2006. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects. Maria is fluent in Spanish.

Stacey A. Kroeger, SR/WA, R/W-RAC, Right of Way Agent, has worked for Midwest Right of Way Services since February 2001. She has performed acquisition negotiations and relocation assistance since May, 2005. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects.

Jim Abbott, Right of Way Agent, has worked for Midwest Right of Way Services since January, 2017. He has performed acquisition negotiations for sewer and roadway projects in Omaha, Lincoln, Sarpy County and Douglas County in Nebraska and roadway projects in Iowa. His experience includes twenty years of real estate management of commercial and investment properties in the Midwest working for a management company throughout Nebraska, Iowa, and South Dakota.

Chris Wayne, SR/WA, Right of Way Agent, has worked for Midwest Right of Way Services since May, 2020. His experience includes over 30 years of urban planning and redevelopment experience working for the City of Omaha. Chris has extensive knowledge in the real estate, right of way acquisition, and relocation assistance service field.

Caleb Schescke, Right of Way Agent, has worked Midwest Right of Way Services since February 2022. Caleb graduated from University of Nebraska at Kearney in 2020. Caleb received his real estate license in 2022. He has experience working on Utility, Roadway, and drainage projects in Nebraska.

Alexa Cradduck, Right of Way Agent, joined the Midwest Right of Way Services team in January 2023. Alexa received her real estate license in 2024. Her experience includes preparation of right of way documents as well as agreements and contracts for various agencies. She has experience working on state, local and federally funded projects.

PAYMENT FOR SERVICES

Midwest Right of Way Services proposes the right of way services detailed above for the following hourly fees:

	Hourly Salary Rates
Project Manager	\$ 150.00
Right of Way Agent	\$ 125.00
Relocation Agent	\$ 125.00
Document Preparation and Administrative Services	\$ 75.00
Mileage at Standard IRS Rate *2026	\$ 0.725

*Mileage will be billed in addition to the above fees, at the standard IRS rate for the year in which the miles were incurred.

Condemnation court testimony and consultation will be billed at our standard hourly rate plus expenses, if needed. Invoices will be sent on a monthly basis for actual services rendered and real expenses incurred. The cost of services was estimated at a maximum fee. Should additional fees and costs be necessary, an amendment to this proposal will be submitted for approval prior to providing ongoing services.

RIGHT OF WAY SERVICES

Project Management	1	Tract @	\$ 300.00	each =	\$ 300.00
Negotiation Services	1	Tract @	\$ 3,750.00	each =	\$ 3,750.00
Administrative Services	1	Tract @	\$ 225.00	each =	\$ 225.00

Total Right of Way Costs:					\$ 4,275.00
----------------------------------	--	--	--	--	--------------------

The pass-through costs will be as follows:

Appraisal Report Update	1	Report @	\$ 1,500.00	each =	\$ 1,500.00
-------------------------	---	----------	-------------	--------	-------------

Total Pass-Through Costs:					\$ 1,500.00
----------------------------------	--	--	--	--	--------------------

The maximum fee for this project is **\$5,775.00**.

If the above-described items are satisfactory to you, please sign and date the original and duplicate original of this letter in the space provided. Keep one executed copy of this letter for your files and return the duplicate copy to us for our files. Receipt of this letter contract will be considered our formal notice to proceed with the work.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.



John E. Borgmeyer
Vice President

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

Authorized Representative

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 7, 2026		SUBMITTED BY: David Geodeken, 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:

240121 M146(276B) College Heights Drainage Improvements - Amendment 1

SYNOPSIS/BACKGROUND:

Jacobs Engineering Group is to provide professional engineering services for College Heights Drainage Improvements project to design the construction approach for the project from the south through College Heights Park to reduce the impacts of the private property on the north end of Kountze Memorial Dr.

FISCAL IMPACT: \$38,395 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Jacobs Engineering Group INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: 240121 M146(276A) College Heights Drainage Improvements - Amendment 1

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 240121 M146(276A) College Heights Drainage Improvements - Amendment 1

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

CIP PROJECT NAME: M146(276B) College Hts: 407 MMK (Lot 177B) CIP PROJECT NUMBER: ST26(07)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15

RECOMMENDATION:

Recommend the City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Jacobs Engineering Group for College Heights Drainage Improvements Amendment No. 1 in the amount of \$38,395.00.

ATTACHMENTS:

1. Amendment No. 1 2. 3.
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Simon Perreault
[Signature]
[Signature]



Challenging today.
Reinventing tomorrow.

AMENDMENT 1 TO PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: CIPST 24(07) – Drainage Improvements – M146 (276A) College Heights – Amendment 1
PROJECT NUMBER: BPW-240121
CLIENT: City of Bellevue, NE
ADDRESS: 1510 Wall St, Bellevue, NE 68005

Hereby requests and authorizes Jacobs Engineering Group Inc. (“Jacobs”) to perform the following Services:

SCOPE OF SERVICES: See Attachment A – Amendment 1 – Scope of Services

COMPENSATION to be on a basis of:

This is Amendment 1 to the Professional Service Agreement – CIPST 24(07) – Drainage Improvements – M146 (276A) College Heights, signed on February 6, 2024. Amendment 1 establishes hourly rates as set forth in Attachment B – Amendment 1 - Compensation, plus reimbursement of Jacobs’ Direct Expenses including technical and professional services & expenses furnished by an outside source, are all subject to an increase in the not-to-exceed amount of \$38,395. This results in an increase in the project not-to-exceed contract total from \$185,816 to \$224,211. Jacobs shall not be required to provide services beyond the not-to-exceed amount without additional compensation as mutually agreed in writing.


See Attachment B – Amendment 1 – for Compensation

This Amendment 1 is subject to the “Provisions” of the original agreement signed February 6, 2024.

Accepted for **CLIENT**

Accepted for **JACOBS ENGINEERING GROUP INC.**

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: John G. Stewart
Title: Vice President / Sr. Civil Engineer
Date: March 18, 2026

Attachment A

AMENDMENT 1 - SCOPE OF SERVICES

College Heights Stormwater Outfall Repair – M146 (276A) Design Services

Jacobs Engineering Group Inc. (JACOBS) agrees to provide the City of Bellevue (CLIENT) Public Works Department services as outlined herein for a project generally described as College Heights Stormwater Outfall Repair - M146 (276A) Design Services (PROJECT).

Project Understanding

This is Amendment No. 1 to the Agreement for Professional services dated February 6, 2024 between the CLIENT and JACOBS. Amendment No. 1 of the PROJECT includes additional engineering services for Final Design for the PROJECT located within the College Heights Subdivision in Bellevue, Nebraska. PROJECT design services include removal and replacement of the existing sewer system, stabilization of slopes east of Lots 166 and 167 of the College Heights subdivision, hydraulic analysis of flows in the sewer system, permitting support services, and grant support services.

The primary components of Amendment No. 1 are the following:

- Additional project management
- Updates to the final design construction drawings, basis of design report (BODR) and opinion of probable construction cost (OPCC) estimates
- Additional topographic survey.

The tasks and task numbers below tie back to the original Agreement for Professional Services, and only tasks with additional work or new tasks are mentioned.

Task 1: Project Management

1.1 Project Administration

JACOBS will provide additional monthly progress reports and invoices in a format acceptable to the CLIENT. QC efforts will be incorporated into the budget of individual tasks.

1.2 Progress Meetings

JACOBS will conduct additional progress meetings, as needed, to provide updates on the project which include discussing completed work, outstanding data needs, action items, schedule, budget, etc. For budgeting purposes, it is assumed that an additional two progress meetings will be conducted. JACOBS will prepare the meeting agendas and distribute draft meeting summaries for review and comment by the attendees and will prepare and distribute final meeting summaries incorporating responses to comments provided on the draft summaries.

Task 1 Deliverables

Monthly progress meeting agendas and summaries, invoices, and status reports.

Task 2: Utility Coordination and Field Assessments

2.2 Topographic Survey

JACOBS will amend its subconsultant agreement with R.W. Engineering and Surveying (RW) to perform additional topographic survey to provide information necessary to support the design. Topographic survey shall be obtained for the revised project access location based on the extents shown in Exhibit 1. The following summarizes information that will be collected, processed, and resultant deliverable:

- Topography shall be referenced to Douglas/Sarpy County LDP horizontal coordinates and NAVD88 vertical datum.
- Topography shall be affixed to two (2) stable control points that will be established and shall be shown on the survey.
- Topography shall have a one-foot contour interval.
- Denote site features including buildings, walks, curbs, manholes, drainage structures, water valves, gas valves, trees, shrubs, stairs, signs, utility poles, building doors, etc.
- Spot elevations shall be shown where abrupt changes in grade occur, where grades are extremely flat, at corners of pavement and structures, at the top and bottom of sets of steps, retaining walls, building entries, etc., at reasonable intervals along the top and bottom of curbs and curved pavement.
- Manhole information will be observed from the surface. Measurements will be taken via a twenty-five-foot (25 ft) leveling rod or laser distance meter. No confined space entry will be performed.
- Show sizes, materials, rim, and inverts of below ground utilities with utility identification by method of observed field evidence together with evidence from plans obtained from as-builts, utility companies, and field markings by utility companies (Nebraska 811).
- Sarpy County Land Surveyors Office recorded survey data.
- Recover a sufficient number of section and property corner monuments to establish right-of-way and property lines within the survey limits.
- Process field data, prepare a topographic survey drawing incorporating the property boundary.
- Topographic survey shall be provided in AutoCAD Civil3D 2025 format.
- The additional topographic survey shall be combined with the previous survey included in the original Agreement for Professional Services and provided as one (1) AutoCAD Civil3D 2025 file.

A Utility-One-Call and mapping request will be made for the additional area added to PROJECT area. Utilities that are marked shall be located. Above ground visible utilities shall be located. RW shall not be responsible for underground utilities not marked by the utility locate, or underground structures or tanks that are not visible on the surface within the revised PROJECT area. An attempt shall be made to obtain utility maps from the utilities listed on the

Utility-One-Call ticket. If maps are provided those utilities shall be placed on the survey. Manholes shall be opened and surveyed to get the pipe sizes and flow line elevations. RW has included up to four (4) trips for additional survey shots or staking for utilities to utilize for design and coordination efforts. This includes supplemental topographic survey.

RW shall prepare an existing right-of-way base map depicting right-of-way and easements within the additional area added to PROJECT area. It is assumed that the survey information provided shall be obtained through plats, title reports, surveyed property pins and/or other means to depict a complete base map. RW shall be responsible for the research necessary to build parcels. Plats, parcels or land lots along the right-of-way need to be geometrically closed with parcel reports available upon the CLIENT's request. Sufficient corners will be located to locate lot lines per the practice and principles for licensing in the State of Nebraska. Data collected shall be rectified to the surveyed section lines and local project coordinates. Adjustments to obtained information for the creation of the base map shall be documented. Work shall be performed by a Registered Land Surveyor in the State of Nebraska.

RW shall provide legal descriptions for up to nine (9) additional properties where temporary and / or permanent easements may be necessary for construction, or construction access. JACOBS shall coordinate the work of RW.

Task 2 Deliverables

One (1) copy of field survey and notes

One (1) copy of right-of-way base map

Legal descriptions for up to nine (9) additional properties where temporary and / or permanent easements may be necessary

Task 3: Design

3.3 Design Report and Drawings (90 percent)

This task is amended to include additional design services to revise the 90% Design Report and Drawings. The 90% Design Report and Drawings will include updates to the Design's Basis of Design Report and Drawings to reflect changes or refinements to the 90% Design revising the construction access, including the following items:

- JACOBS will update the Basis of Design Report.
- JACOBS will update the supplemental technical specifications. It is assumed the Project Manual that includes the CLIENT's standard front end contracting and general conditions requirement specifications will be prepared by CLIENT.
- JACOBS will update Design construction drawings in AutoCAD to create revised 90% Design drawings.
- JACOBS will prepare a revised 90% Design opinion of probable construction cost (OPCC) estimate.

Task 3 Deliverables

One (1) digital (PDF format) and one (1) hard copy of the revised 90% Basis of Design Report

One (1) digital (PDF format) and one (1) hard copy of the revised 90% supplemental technical specifications

One (1) digital (PDF format) and one (1) hard copy of the revised 90% Construction plan sheets, 11" x 17" sheets

Revised 90% Design OPCC estimate

Assumptions

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, JACOBS has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, JACOBS makes no warranty that the CLIENT's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from JACOBS' opinions, analyses, projections, or estimates.

CLIENT will provide to JACOBS all data in CLIENT's possession relating to JACOBS services on the PROJECT.

JACOBS will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

ARTICLE 2 - Schedule

The revised estimated PROJECT schedule is shown below and is based upon a Notice to Proceed from the CLIENT of March 20, 2026. Responses to reviews of deliverables provided to the CLIENT will be critical to meeting deadlines and maintaining the PROJECT schedule.

- Revised 90% Deliverables – 70 days from Notice to Proceed
- Final Deliverables – 95 days from Revised 90% Deliverable

ARTICLE 3 - Compensation

Compensation by CLIENT to JACOBS for the proposed services described above will be as described in Attachment B.

Attachment B

AMENDMENT 1 - COMPENSATION

College Heights Stormwater Outfall Repair – M146 (276A) Design Services

Compensation by City of Bellevue (CLIENT) to Jacobs Engineering Group Inc. (JACOBS) for the proposed services described in Attachment A, Scope of Services will be as follows:

A. COST REIMBURSABLE-MULTIPLIER (TIME AND EXPENSE)

For services enumerated in the Scope of Services referenced above, JACOBS Raw Labor Costs multiplied by a factor of 3.0, plus Direct Expenses, plus a service charge of 5 percent of subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes. A minimum bill rate of ninety dollars per hour will be applied to international team members employed by JACOBS. At JACOB's discretion, billing rates for certain subject matter experts may be capped to a value less than the bill rate computed based on the multiplier noted above.

B. BUDGET

The maximum cost for this Amendment 1, as defined by services described in the Scope of Services outlined in Attachment A is Thirty-Eight Thousand Three Hundred Ninety-Five dollars (\$38,395) increasing the contract not to exceed value from \$185,816 to \$224,211, which will be billed on a time and materials basis. JACOBS may utilize the compensation between individual tasks requested by the CLIENT but shall not exceed the maximum amount of \$224,211 unless approved in writing by the CLIENT through a contract amendment to this agreement.

JACOBS is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CLIENT obligated to pay JACOBS beyond these limits. When budget has been increased, JACOBS excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

C. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation and equipment and supplies; (2) JACOBS current standard rate charges for direct use of JACOBS vehicles, laboratory test and analysis, and certain field equipment; and (3) JACOBS standard project charges for computing systems, and special health and safety requirements of OSHA.

Compensation by CLIENT to JACOBS will be for professional services provided on a "time and materials" basis on hourly rates for labor and direct costs. A summary of labor hours per task and JACOBS's standard hourly billing rates is included in Table A1-1 below.

Table A1-1

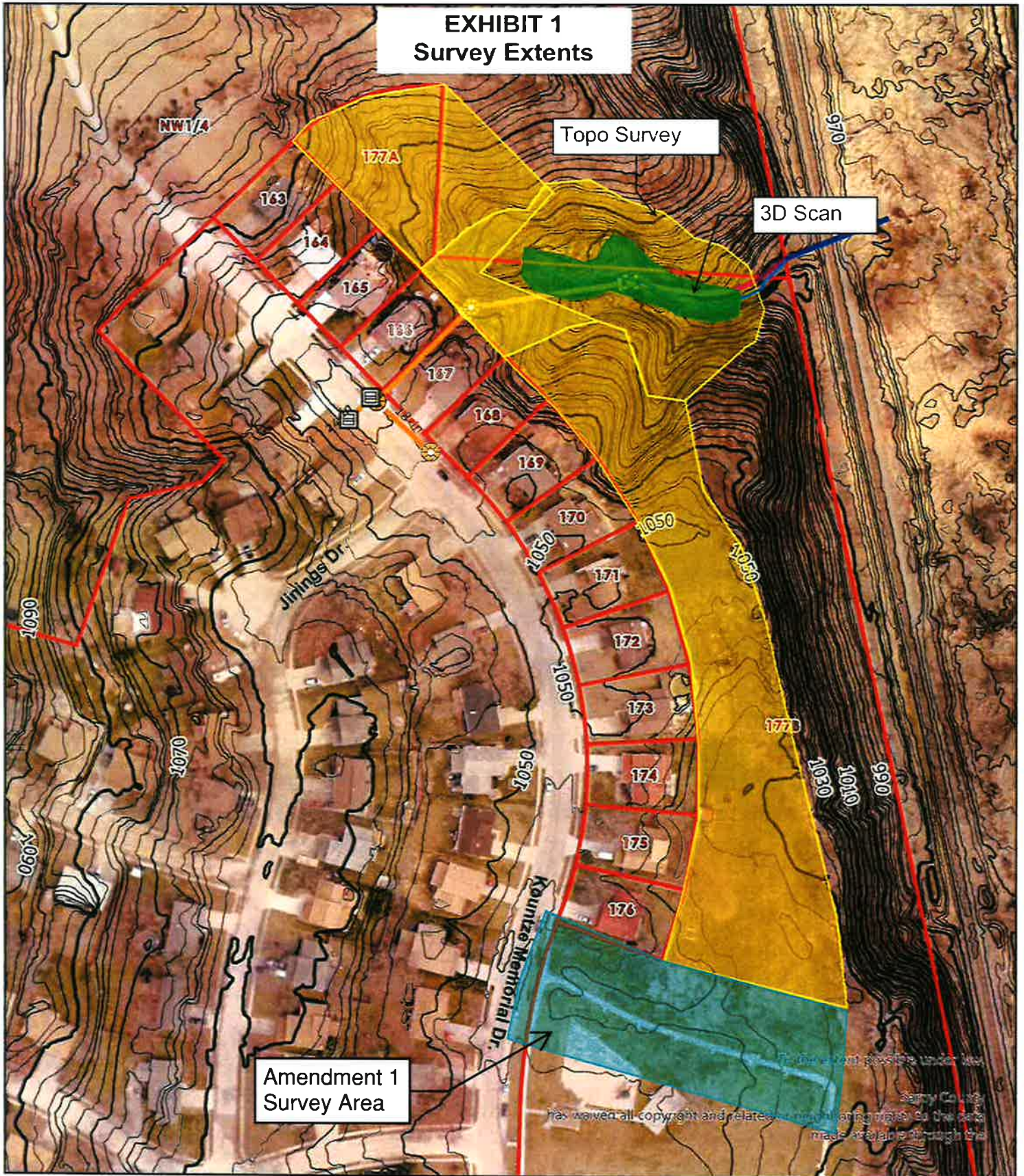
Schedule of Hourly Rates, 2026*








Staff Name	Hourly Rate	Task 1 Hours	Task 2 Hours	Task 3 Hours	Total
Project Manager	\$313.37	20	0	4	24
Design Manager/QC Reviewer	\$198.51	8	2	16	26
Civil Engineer	\$123.33	0	4	25	29
CAD Technician	\$143.51	0	0	44	44
Cost Estimator	\$325.89	0	0	8	8
Total Labor Hours		28	6	97	131
Total Labor Costs		\$7,855	\$890	\$16,434	\$23,675
Expenses		\$0	\$0	\$0	\$0
Subconsultant Costs		\$0	\$13,214	\$0	\$13,214
Total Costs		\$7,855	\$14,105	\$16,434	\$38,395
<p>*Note: Hourly billing rates apply to all "Time and Materials" contracts, effective January 1, 2026. Labor rates are based on a 3.0 Raw Labor Cost Multiplier and may deviate from the values listed in the table based on individuals actually performing the work and their actual raw labor rate at the time the services are performed.</p>					

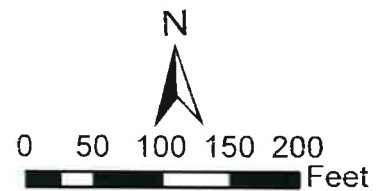
Non-Labor Rate Items

Mileage Rate	Current IRS audit rate at time of service
Other related consumable supplies (field equipment and supplies, etc.)	Actual
Postage, freight	Actual
Travel costs (airfare, hotel, care rental, meals, etc.)	Actual
Subcontractors and Outside Services	Actual + 5 percent

EXHIBIT 1 Survey Extents



-  Stormwater_Inlets
-  Stormwater_Manhole
-  Stormwater_Discharge
-  SW_OpenDrains
-  SW_Culverts
-  SW_Gravity_Mains
-  Parcels to Survey



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 7, 2026		SUBMITTED BY: David Goedeken, PE - PW Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW211123 - Haworth Park Wastewater Collection System Amendment No. Four

SYNOPSIS/BACKGROUND:

HDR submitted Amendment No 4 to the agreement approved on 11/23/2023. The amendment will extend the construction phase services to include administration and observation due to the construction contract time extension to July 15, 2026.

FISCAL IMPACT: \$30,000 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: BPW211123 - Haworth Park Wastewater Collection System Amendment No. Four

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW211123 - Haworth Park Wastewater Collection System Amendment No. Four

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

CIP PROJECT NAME: Haworth and American Heros Park Sanitary CIP PROJECT NUMBER: WW26(3)

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

ACCOUNTING DISTRIBUTION CODE: 20-7000 ACCOUNT NUMBER: CIPWW26(03)

RECOMMENDATION:

Recommend the City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and HDR for Haworth Park Wastewater Collection System Amendment No. 4, not to exceed the amount by \$30,000.00.

ATTACHMENTS:

1. Amendment No. Four 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Anna P... Miller
[Signature]
[Signature]

EXHIBIT A

AMENDMENT NO. FOUR
SCOPE OF WORK – ADDITIONAL PERMITTING AND CONSTRUCTION
PHASE SERVICES

PART 1.0 PROJECT DESCRIPTION:

The City of Bellevue (OWNER) is proceeding with the reconstruction of the sanitary sewer collection system that will serve the Haworth and Heros Parks.

Amendment No. 4 scope of work addresses additional permitting coordination with the USACE, modification of the construction phase services scope, and additional construction phase services time.

Items of Work

1. Modification of USACE application: additional emergency action plan (EAP) contractor coordination including resubmittals and USACE coordination meetings and calls.
2. Escalation of budgeted construction phase services and project closeout from 2024 to 2026 labor rates.
3. Additional construction administration and resident project representative time due to the extension of the construction time by change order.
4. Change from monthly to weekly construction meetings.

TASK SERIES 100 – PROJECT MANAGEMENT

Objective: Provide management activities over the Project duration including planning, organizing and monitoring Project team activities; overall project management; and coordination with OWNER.

HDR Activities **101 – Team Management and Project Control**

- Resource management and allocation based on Project schedules and activities.
- Budget and invoice management.

TASK SERIES 710 – CONSTRUCTION PROJECT MANAGEMENT

Objective: Provide management activities related to construction.

HDR Activities **711 – USACE Permit Coordination**

- Contractor EAP coordination.
- USACE permit coordination.

712 – External Meetings

- Conduct weekly virtual construction meetings. Prepare and distribute agenda.

713 – Construction Administration

- Respond to contractor's requests for clarifications and coordinate response with OWNER. Issue response letters, field orders, and/or work change directives as necessary.
- Negotiate and prepare change orders for execution.
- Review and make recommendations to OWNER in regard to accepting or rejecting work as it relates to compliance with the design criteria and testing reports.
- Review pay applications provided by contractor and make recommendation to the OWNER for payment.

TASK SERIES 720 – RESIDENT PROJECT REPRESENTATIVE SERVICES

Objective: Provide resident project representative services.

HDR Activities: 721 – Resident Services

- Maintain project diary and record of working days, hours worked, personnel on site, visitors to site, construction activities, and equipment used.
- Review erosion control inspection reports and coordinate with contractor to confirm completion of required maintenance.
- Attend on site progress review meetings.
- Review pay requests prepared by contractor.
- Record requests for interpretation of plans and specifications by the contractor, relay requests to ENGINEER, and provide clarifications as determined by the ENGINEER to Contractor.
- Review completeness of record drawings maintained by Contractor during construction progress.
- Provide notification to the ENGINEER, who will in turn notify the OWNER, of work not performed in accordance with the plans and specifications.
- Observe the Contractor's progress towards completion of Project.
- Verify materials delivered are in accordance with approved shop drawings.
- Generate photographic documentation. Photographs will be taken before, during, and after construction. Photographs will be taken of completed items of construction including but not limited to pipe, equipment, and construction operations.
- Review and coordinate testing results with ENGINEER.
- Develop punch list of remaining work.

- Verify completion of the punch list.
- Review contractor provided record drawings for completeness.

PART 3.0 AUTHORIZATION

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

EXHIBIT C

CITY OF BELLEVUE - HAWORTH PARK SEWER AMENDMENT NO. 4
 Estimated Man-hours and Fee Summary
 February 25, 2026

ESTIMATED MANHOURS SUMMARY								
TASK SERIES	PM	CONTROLLER	RPR	CIVIL ENGINEER	PROCESS ENGINEER	0	0	TOTAL
	KOENIG	DEVNEY	HOSKEY	SCHMOEKER	JACK	0	0	
Task 100 - Project Management								
110 Project Management		4						4
Subtotal Task 100	0	4	0	0	0	0	0	4
Task 710 Construction Management								
710 Construction Management	8			50	3			61
Subtotal Task 200	8	0	0	50	3	0	0	61
Task 720 RPR								
720 RPR			90					90
Subtotal Task 300	0	0	90	0	0	0	0	90
TOTAL	8	4	90	50	3	0	0	155

DIRECT COSTS							
Task Series	Travel Expenses		Postage	Print & Photo-copy	Mapping and Photos	Misc.	Total
Task 100 - Project Management	Mileage	Cost					
110 Project Management		\$0.00					\$0.00
Task 710 Construction Management							
710 Construction Management	100	\$70.00		\$33.00			\$103.00
Task 720 RPR							
720 RPR	360	\$252.00					\$252.00
		\$322.00	\$0.00	\$33.00	\$0.00	\$0.00	\$355.00

FEE SUMMARY					
Task Series	Total Hours	Total Labor	Direct Costs	Subconsultants	Total
Task 100 - Project Management					
110 Project Management	4	\$475.60	\$0.00		\$475.60
Task 710 Construction Management					
710 Construction Management	61	\$16,003.80	\$103.00		\$16,106.80
Task 720 RPR					
720 RPR	90	\$13,165.20	\$252.00		\$13,417.20
TOTAL	155	\$29,644.60	\$355.00	\$0.00	\$29,999.60

TOTAL: **\$ 30,000**

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
4/7/2026

COUNCIL MEETING DATE: April 7, 2026		SUBMITTED BY: David Goedecken, PE - PW Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input checked="" type="checkbox"/>	

SUBJECT:

OPTK Networks - License Agreement

SYNOPSIS/BACKGROUND:

OPTK Network, LCC submitted a License Agreement between the City of Bellevue and NebraskaLink Holdings, LLC dba OPTK Networks.

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:

Recommend the City Council to approve and authorize the Mayor to sign the License Agreement between the City of Bellevue and NebraskaLink Holdings, LLC dba OPTK Networks.

ATTACHMENTS:

1. <input type="text" value="License 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:



**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE CITY OF BELLEVUE
AND NEBRASKALINK HOLDINGS, LLC dba OPTK NETWORKS FOR THE
INSTALLATION OF NETWORK FACILITIES IN THE PUBLIC
RIGHT-OF-WAY**

This Non-Exclusive Public ROW License Agreement ("Agreement") is by and between the City of Bellevue, a City organized and existing under the laws of the State of Nebraska ("City"), and NebraskaLink Holdings, LLC dba OPTK Networks, a Nebraska limited liability company, and its successors, or assigns ("Licensee").

RECITALS

A. City has jurisdiction over the use of the public rights-of-way in City, including, but not limited to public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, public easements, public ways and extensions and additions thereto, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the City, excluding rail (collectively, "Public ROW").

B. Licensee desires, and City desires to permit Licensee, to install, maintain, operate, and/or control a fiber optic infrastructure network in Public ROW ("Network") for the purpose of offering communications services, including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("Broadband Internet Services"), but excluding multichannel video programming services that would be subject to a video services franchise, to residents and businesses located in City ("Customers") or communications services classified as telecommunications services or any services that require certification by the Nebraska Public Service Commission ("PSC").

C. The Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wires, or strands; at-grade or underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("Network Facilities").

AGREEMENT

In consideration of the mutual promises made below, City and Licensee agree as follows:

1. Permission to Use and Occupy.

1.1. Permission to Use and Occupy Public ROW. City grants Licensee permission to use and occupy the Public ROW (the "License") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary, removing the Network and the related Network Facilities (the "Work"). This Agreement and the License do not authorize Licensee to use any property other than the Public ROW as agreed herein. Licensee's use of any other City property, including poles and conduits, will be governed under a separate Agreement regarding that use. In accordance with the City's standard ordinances and policy for providers conducting work in the

Public ROW, additional terms and conditions with respect to the Licensee's use and occupancy of the Public ROW to perform the Work are set forth on Exhibit A attached hereto.

1.2. Subject to State and Local Law. This Agreement and the License are subject to City's valid authority under state and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement. In the event of a material conflict between the terms of this Agreement and local law, the applicable provisions of this Agreement will prevail.

1.3. Subject to City's Right to Use Public ROW. This Agreement and the License are subject and subordinate to City's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.

1.4. Subject to Pre-Existing Property Interests. City's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.

1.5. No Grant of Property Interest. The License does not grant or convey any property interest.

1.6. Non-Exclusive. The License is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("Person"), as well as the right in its own name as a City, to use Public ROW for similar or different purposes allowed Licensee under this Agreement.

1.7. Non-Discrimination. City's grant of the License will be open, comparable, nondiscriminatory, and competitively neutral and City will at all times treat Licensee in a non-discriminatory manner as compared to other non-incumbent providers offering facilities-based Broadband Internet Services.

2. Licensee's Obligations.

2.1. Individual Permits Required. Subject to the requirements as described in Exhibit A attached hereto and Chapter 28 of the Bellevue Municipal Code, Licensee will obtain City's approval of required individual encroachment, construction, and other necessary permits before placing its Network Facilities in the Public ROW or other property of City as authorized. Licensee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by City. City, by and through its Public Works Director or his/her

designee, reserves the right to deny or delay any permit due to the failure of Licensee to comply with the requirements of this Agreement, Exhibit A hereto, and/or Chapter 28 of the Bellevue Municipal Code.

2.2. Permit Fees. Licensee agrees to pay applicable permit fees consisting of the costs incurred by the City associated with additional administrative coordination and public communications, monitoring and documentation of disturbance and repair of Public ROW, plan review, investigation and potential conflicts with City infrastructure, and assisting Licensee with locating City infrastructure. City intends to retain a third-party provider to assist City staff with and/or perform these activities as determined by City. Permit fees shall be determined and communicated to Licensee prior to approval of any permits sought by Licensee and shall be paid prior to the start of Work in the area identified in the permit granted to Licensee.

2.3. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.

2.4. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work. Licensee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by City. Licensee will comply with and follow all City applicable ordinances in all work it performs in the Public ROW. Licensee has obtained the necessary approvals, licenses or permits, if any, required by federal and state law to provide Broadband Internet Services consistent with the provisions of this Agreement.

2.5. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.

2.6. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.

2.7. Repair. Licensee will promptly repair any damage to the Public ROW, City property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by applicable law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Licensee's obligation under this Section 2.7 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.

2.8. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in City and will provide them to City upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections.

2.9. Network Design. Nothing in this Agreement requires Licensee to build to all areas of City, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network.

2.10. Access to Broadband Internet Services. Licensee will not deny service or access, or otherwise discriminate on the availability, rates, terms, or conditions of Broadband Internet Services provided to residential Customers on the basis of race, color, creed, religion, ancestry, national origin, gender, sexual orientation, disability, age, familial status, marital status, or status with regard to public assistance. Licensee will comply at all times with all applicable laws and regulations relating to nondiscrimination. Licensee will not deny or discriminate against any group of actual or potential residential Customers in City on access to or the rates, terms, and conditions of Broadband Internet Services because of the income level or other demographics of the local area in which such group may be located.

2.11. Non-Interference. Licensee will not place its Network Facilities in such a fashion as to unduly burden the present or future use of Public ROW and the Network Facilities will be installed and maintained by Licensee so as to cause the minimum interference with gas, electric, water, sewer or other utility facilities and with the rights or reasonable convenience of property owners that adjoin Public ROW.

3. City's Obligations.

3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City may remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. City will, however, make best efforts to provide prior notice to Licensee before making an emergency removal or relocation. In any event, City will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse City for its actual, reasonable, and documented costs or expenses incurred for any such work performed by City, the direct cause of which was Licensee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities. Licensee's obligation to reimburse City under this section will be separate from Licensee's obligation to pay any occupation tax it may be required to pay.

3.2. Relocation to Accommodate Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with planned use of the Public ROW or other City property by the City of Bellevue, Metropolitan Utilities District, the State of Nebraska, or any other political subdivision (as defined by the IRS) for any governmental purpose, such as the construction, installation, repair, maintenance, or operation of a new water, sewer, or storm drain line, or a public road, curb, gutter, sidewalk, park, or recreational facility, Licensee will, upon written notice from City, relocate its Network Facilities at Licensee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of City's governmental purpose and Licensee's interest in maintaining the integrity and stability of its Network

Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City may not require Licensee to relocate or remove its Network Facilities with less than sixty (60) days' written notice.

3.3. Relocation to Accommodate Non-Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities unless the City reasonably determines, and substantiates in writing to Licensee, that a failure to relocate Network Facilities will result in a significant and material detriment or financial loss to the citizens of the City of Bellevue. In that event, Licensee shall be entitled to reimbursement of its reasonable costs from the third party incurred in relation to its Network Facilities. If there is a dispute between Licensee and the affected third party, City will attempt to mediate the dispute between the parties so as to seek to avoid or mitigate unreasonable delay.

3.4. Non-Discrimination. City will at all times treat Licensee in a non-discriminatory manner as compared to other non-incumbent holders of local or state franchise authority offering facilities-based Broadband Internet Services.

3.5. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost, repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by City.

4. Contractors and Subcontractors.

4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.

4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.

4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to City on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf. City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement.

5. Compensation for Use of Public ROW.

5.1. Licensee will pay City an occupation tax as authorized by *Neb. Rev. Stat. Section 86-704(4)* ("Occupation Tax") to compensate City for Licensee's use and occupancy of Public ROW pursuant to the License. Licensee and City acknowledge and agree that the Occupation Tax provides fair and reasonable compensation for Licensee's use and occupancy of Public ROW and other City

property as authorized. The Occupation Tax will begin accruing on the Effective Date (as defined below) and will be calculated as follows:

5.2. Occupation Tax. Licensee will pay City two percent (2%) (the "Revenue Percentage") of Gross Revenues for a calendar quarter, remitted on a quarterly basis, commencing upon the first date on which Licensee receives any Gross Revenues (as defined below). Such payments are due forty-five (45) days after the end of the calendar quarter. Upon request of the City, a payment shall be accompanied by a report showing the basis for the computation and such other relevant facts as may be required by the City to determine the accuracy of the payment.

5.2.1. As used herein, "Gross Revenues" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Licensee from Customers located within the city limits of the City for Broadband Internet Services that are provided to Customers through Network Facilities located at least in part in Public ROW.

5.2.2. Gross Revenues do not include:

- (i) any revenue not actually received, even if billed, such as bad debt;
- (ii) refunds, rebates, or discounts made to Customers or City;
- (iii) revenue received from the sale of Broadband Internet Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser's customer;
- (iv) revenue derived from the provision of Broadband Internet Services to customers where none of the Network Facilities used to provide such Broadband Internet Services are located in Public ROW;
- (v) any revenue derived from Services other than Broadband Internet Services, including without limitation, any revenue derived from rental of modems or other equipment used to provide or facilitate the provision of the Broadband Internet Services;
- (vi) any revenue derived from referral or marketing agreements with third party providers of online services which Licensee may make available to its customers;
- (vii) any forgone revenue from Licensee's provision of Broadband Internet Services to Customers at no charge if required by state law;
- (viii) any tax of general applicability imposed upon Licensee or its Customers by City or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but not limited to sales and use tax, gross receipts tax, excise tax, utility users

tax, public service tax, communications taxes, and fees not imposed by this Agreement); and

- (ix) any forgone revenue from Licensee's provision, in Licensee's discretion or otherwise, of free or reduced cost Broadband Internet Services to any Person; provided, however, that any forgone revenue which Licensee chooses not to receive in exchange for trades, barter, services, or other items of value will be included in Gross Revenues.

5.3. Pass Through. Licensee may identify and collect, as a separate item on the regular bill of any Customer whose Broadband Internet Services are provided by Network Facilities located at least in part in Public ROW, that Customer's pro rata amount of the Occupation Tax.

5.4. Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in local, state, or federal law that (i) prohibits collection of any right-of-way-access fee from any provider of Broadband Internet Services or (ii) reduces the percentage of revenue on which the right-of-way-access fee paid by any provider of Broadband Internet Services is based to a percentage that is lower than the Revenue Percentage, then Licensee will have no obligation to pay the Occupation Tax or to pay an Occupation Tax based on the Revenue Percentage, as the case may be. In the case of a reduction in the percentage of revenue on which a right-of-way-access fee may be based, the Revenue Percentage will be commensurately reduced.

6. Defense and Indemnity.

6.1. Obligations. Licensee will defend City, its officers, elected representatives, and employees, and indemnify them against any (a) settlement amounts approved by Licensee; and (b) damages and costs finally awarded against the indemnified party by a competent tribunal in any legal proceeding filed by a third party for property damage, personal injury, or death to the extent caused by the gross negligence or willful misconduct of Licensee or its contractors arising from this Agreement ("Third Party Legal Proceeding").

6.2. Exclusions. Section 6 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party or (b) is made by City's employee and covered under applicable workers' compensation laws.

6.3. Conditions. Section 6.1 (Obligations) is conditioned on the following: (a) City must promptly notify Licensee in writing of the Third Party Legal Proceeding and any allegation(s) that preceded the Third Party Legal Proceeding no later than fifteen (15) days after City became aware of the Third Party Legal Proceeding; (b) City must reasonably cooperate in the defense at Licensee's request; and (c) City must tender sole control of the indemnified portion of the Third Party Legal Proceeding to Licensee, subject to the following: (i) City may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring City to admit liability, pay money, or

take (or refrain from taking) any action, will require City's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

7. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.

8. Performance Bond. Licensee will, promptly after the Effective Date, provide City with a performance bond in the amount of twenty-five thousand dollars (\$25,000) naming City as obligee and guaranteeing Licensee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement.

9. Insurance.

9.1. Licensee will carry and maintain:

9.1.1. Commercial General Liability (CGL) insurance, with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names City, its employees, and officers as additional insureds.

9.2. All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to City's insurance compliance representative upon City's written request.

10. Term. This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("Effective Date"). The Agreement will expire automatically on the tenth (10th) anniversary of the Effective Date ("Original Term"), unless earlier terminated in accordance with the provisions herein. Thereafter, the Agreement will automatically renew for successive ten (10) year terms (each a "Renewal Term") unless a party provides at least ninety (90) days' prior written notice to the other party of its intent not to renew.

11. Termination.

11.1. Termination by City. City may terminate this Agreement if Licensee is in material breach of the Agreement, provided that City must first provide Licensee written notice of the breach and one hundred eighty (180) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Licensee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period has expired.

11.2. Termination by Licensee. Licensee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.

12. Assignment. Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

12.1. Notwithstanding the foregoing, Licensee may at any time, on written notice to City, assign this Agreement or any or all of its rights and obligations under this Agreement:

12.1.1 to any Affiliate (as defined below) of Licensee;

12.1.2. to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or

12.1.3. to any purchaser of all or substantially all of Licensee's Network Facilities in City if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

12.2. Following any assignment of this Agreement to an Affiliate, Licensee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

13. Notice. All notices related to this Agreement will be in writing and sent, if to Licensee to the email addresses set forth below, and if to City to the address set forth in City's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

Licensee's street and e-mail addresses for notice are: NebraskaLink Holdings, LLC, 3800 NW 12th Street, Lincoln, NE 68521, Attn: President and CEO and notices@OPTK.com.

14. Meet and Discuss. Notwithstanding any other provision contained herein, before City or Licensee brings an action or claim before any court or regulatory body arising out of a duty

or right arising under this Agreement, Licensee and City will first make a good-faith effort to resolve their dispute by discussion.

15. General Provisions. This Agreement is governed by the laws of the state of Nebraska. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

16. Approval. This Agreement shall not be effective until the execution of this Agreement by the City has been approved by resolution of its City Council.

17. Reservation of Rights. The parties expressly reserve any rights either of them may have under state or federal law concerning the subject matter of this Agreement and further agree that by execution and performance of this Agreement, neither party shall be deemed to have waived such rights.

18. Severability. If any part of this Agreement is deemed invalid, illegal, or unenforceable, the remainder of this Agreement will remain in effect.

[Signature page follows]

Signed by authorized representatives of the parties on the dates written below.

NebraskaLink Holdings, LLC dba OPTK Networks City of Bellevue, Nebraska



(Authorized Signature) (Name)

CEO Mark Shaw

(Title)

March 19th, 2026

(Authorized Signature) (Name)

(Title)

Exhibit A Statement of Policy

This Statement of Policy on City Property and in Public ROW ("Exhibit A") is hereby appended to, incorporated by reference into, and made a part of that certain Non-Exclusive Public ROW License Agreement by and between the City and Licensee (the "Agreement"). This Exhibit A shall not be amended or modified except by written instrument executed by the City and Licensee in accordance with the terms of Section 15 of the Agreement. Capitalized terms used herein but not otherwise defined shall be ascribed such meaning as are set forth in the Agreement.

Section A- Permitting Required

(i) Pursuant to Bellevue Municipal Code Division 2, Section 28-76, it shall be unlawful for any person to cut into any paving, curb or sidewalk, or perform any excavation in the public rights-of-way located within the boundaries of the city for any purpose whatsoever without having first obtained a permit from the Public Works Administrative division.

(ii) Following initial application and discussions with the Public Works Department concerning the placement of such cable and its appurtenances, the Licensee shall supply accurate drawings sealed by a Nebraska licensed professional engineer produced to an engineering scale of no greater than one (1) inch equaling fifty (50) feet. The plan shall include detailed sheets of the proposed route, with right of way and pavement lines, existing utilities, and features as noted in the RECITALS section of this agreement. The plan must include the following sheets and details:

- Typical pavement sections and plan views for pavement cuts and crossings, with specific details for conflicts with other utility structures and conduits.
- Traffic Control Plan designed in accordance with the Manual for Uniform Traffic Control Devices (MUTCD) per Division 2, Section 28-77.1 (D).

Section B - Construction Specifications

(i) The work shall be constructed in accordance with plans and specifications approved by the Public Works Department, which approval shall be granted in a competitively neutral and non-discriminatory manner. The Public Works Department will work with Licensee to allow construction of any project in segments as long as in the opinion of the Public Works Department, the extent of the work in any segment or on multiple segments, will not materially interfere with the public's use of the public right-of-way. All excavations in the public streets and right-of-way shall comply with Chapter 28 of the Bellevue Municipal Code and all of Licensee's contractors shall comply with all permitting requirements, except that the provisions concerning bonds contained within this Policy shall control.

Section C - Duties of Licensee

- (i) Subject to the terms of the Agreement, Licensee shall provide the following to City and shall update as requested or when major modifications are expected or have occurred:
- a. Daily point of contact for the work being performed and resolution of issues;
 - b. Map(s) (provided electronically in PDF, GIS, DWG, DGN, or KMZ format) of the proposed installations/improvements, planned final in situ condition (e.g., fiber in conduit, fiber encased duct bank, direct bury fiber, overhead fiber, etc.) and the intended use of the ultimate improvements (i.e., backbone, residential service, commercial service, future conduit, etc.) with each permit application to allow City to understand the magnitude and boundaries of the proposed work to be performed under the permit;
 - c. Detailed schedule for installation of conduit and appurtenances by subarea and/or street segment;
 - d. A list of contractors and subcontractors prior to starting the work in any area and provide proof of qualifications upon request. Subcontractors, including concrete contractors, need to be qualified firms for the work they are performing;
 - e. Planned traffic control, hours and duration of any traffic lane restrictions, and methods of installation to be used. It is the responsibility of the holder of the permit to provide and maintain all traffic control devices at the work site until work is completed as prescribed in the Manual of Uniform Traffic Control Devices (MUTCD) and Bellevue Municipal Code Division 2, Section 28-77.1(D);
 - f. Intended installation location (if different than in or immediately adjacent to the ROW);
 - g. Planned installation depth for linear subsurface installations and manner of installation (i.e., open trench, boring, aerial);
 - h. Planned potholing plan for pre-installation investigation;
 - i. Location of all planned on-site equipment and/or material storage or stockpiling location within the ROW;
 - j. As-built drawings in electronic (PDF, GIS, DWG, DGN, or KMZ) format including conduit size and installation depth and location and type of all appurtenances;
 - k. Licensee point of contact for obtaining utility locates on Licensee facilities during and after installation;
 - l. All construction crews must have their vehicles clearly labeled with their company name or Licensee's name. All vehicles must be legally parked or contained within a barricaded work zone while work is ongoing;
 - m. Licensee shall avoid boring through or otherwise installing facilities through existing sewer pipes and manholes. Any damage to sewer facilities shall be immediately remedied to the satisfaction of City;
 - n. Licensee shall correct any settlement of patching, panel replacements, or earth backfill associated with any operation related to the installation of Licensee facilities; and

- o. Licensee shall be responsible for arranging and managing all utility locates and the removal of all utility locate flags from the site upon completion of the work.

(ii) All concrete shall use mix type OPW3500 or OPW4000. Potholing and Patching or Panel Replacement Requirements shall conform to the following:

1. Potholing

- a. All holes in pavements, sidewalks, driveways or other similar hard surfacing shall be neatly cut core holes not greater than 12" in diameter or square;
- b. Upon completion of locating subsurface facilities, the subsurface void shall be backfilled with flowable fill or a material acceptable to City. All subsurface backfill shall be cohesive, self-compacting materials capable of bonding to or expanding to create a reasonably impermeable connection with surrounding materials and provide suitable support to avoid settlement, water migration, or pavement deflection. Fill to the bottom of pavement or within 12" of the top of the surrounding ground in turf/soft-surfaced areas. Backfilling operations shall correct any voids due to sloughing of surrounding materials;
- c. The finished surface shall be patched or removed and replaced as outlined below within 48 hours for core hole punching, 72 hours for arterial and collector roadways, and within 5 days on local and residential roadways;
- d. All grout used for core hole filling shall be commercially available, non-shrink construction grout;
- e. All concrete used for panel replacements shall be a City-approved, plant produced concrete mix; and
- f. All concrete panel replacement joints or asphalt patches larger than a core hole shall be sealed along the perimeter using a bituminous tar sealant acceptable to City.

2. Concrete Roadways, Parking Lanes, Driveways and Parking Lots

- a. Single core hole >4' away from a joint - patch hole within 48 hours using grout struck off 0-1/4" below top of pavement;
- b. Replace 1/2 panel (width or length) for any panels having:
 - Core holes within 4' of a joint;
 - Multiple core holes in same half of the panel regardless of location to the joint; or
 - Core holes expanded to allow for adjacent investigations.
- c. Replace the full panel using a City-approved, plant produced concrete mix for any panels having core holes in 3 or 4 quadrants of the panel.

3. Asphalt-surfaced or full-depth Asphalt Roadways, Parking Lanes, Driveways and Parking Lots

- a. Patch hole within 48 hours using a grout struck off 0-1/4" below top of pavement or a combination of grout topped with a 1 1/2"-2" asphalt hot mix or cold mix patch.
4. Sidewalks
 - a. Replace full panel for any panels disturbed by subsurface investigation work.
5. Grassed/Soft Surfaced Area
 - a. Cap the subsurface backfill with 12" of compacted topsoil covered with seed and erosion control blanket or sod the area as directed by City.

Section D - Duties of City

The City shall provide:

- (i) Utility as-built maps to Licensee (where available), City-designated representatives to review design plans to assist Licensee in identifying locations where conflicts may exist, and City-designated field staff to identify work with Licensee field staff to determine approximate locations of City-operated sanitary sewer mains and underground traffic signal infrastructure for Licensee to pothole or otherwise investigate as they deem necessary to determine if a potential conflict with the Licensee design exists.
- (ii) Available GIS mapping of City sewers. This information is not complete for the entire City and field verification is highly recommended prior to using the information provided. The City does not locate for storm sewers since they are typically straight-line installations between manholes and inlets visible from the surface.
- (iii) ROW access in accordance with the terms of the Agreement.

RIGHT OF WAY BOND

Bond No. 91BSBJM4143

KNOW ALL MEN BY THESE PRESENTS:

That, Nebraskalink, Holdings, LLC dba OPTK Networks hereinafter called the Principal, and Hartford Fire Insurance Company hereinafter called the Surety, are held and firmly bound unto the City of Bellevue, hereinafter called the Obligee, in the sum of Twenty-Five Thousand (\$25,000) Dollars, to the payment of which sum, well and truly to be made, the said Principal and the Surety bind themselves, their successors, heirs and assigns, jointly and severally, firmly by these presents.

WHEREAS, Right of Way bond is required of said Principal to guarantee the proper restoration and replacement of street rights-of-way in accordance with the plans and specifications of the Right of Way and within the time specified for such completion, then this obligation shall be void at the expiration of the maintenance period of one (1) year; otherwise to remain in full force and effect.

Signed, sealed and dated this 20th day of March, 2026.

Nebraskalink, Holdings, LLC dba OPTK Networks
Principal

By: _____

Hartford Fire Insurance Company
Surety

By: Matthew Halouska
Matthew Halouska, Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity
and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: UNICO GROUP INC
Agency Code: 91-913540

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint Matthew Halouska

its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 91BSBJM4143

Naming Nebraskalink, Holdings, LLC dba OPTK Networks as Principal, and City of Bellevue as Obligee,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Mariuz Arce

Mariuz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 20, 2026.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 7, 2026		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:

Purchase of Carrier mini splits.

SYNOPSIS/BACKGROUND:

Unit is for district two fire station out building. Purchase of Carrier mini split system to replace aged out P-TAC units.

FISCAL IMPACT: \$11,288.00 BUDGETED FUNDS?: No GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Trico mechanical services INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: District two fire- out building.

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-13-6301

RECOMMENDATION:

Approve and authorize the work to be done by Trico Mechanical Services, for the Carrier system with one heat pump condensing unit in the amount not to exceed \$11,288.00

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Signature 1
Signature 2
Signature 3



**City of Bellevue
1500 Wall St
Bellevue NE 68005
RE: District II – Out Building**

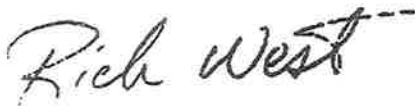
March 25, 2026

We are quoting a Carrier system with one heat pump condensing unit that will serve 2 separate evaporators; which can be independently controlled for temperature. We will hang the heat pump on a wall bracket outside. We will also run the condensate to outside, along with the line sets.

Installed cost: \$ 11,288.00

We will order and schedule with your signed approval.
Please let me know if you have any questions.

Thank you,



Rich West/arw

_____ Date _____
Approval Signature



Turn to the experts

**1008 Bert Murphy
Blvd
Bellevue NE 68005**

**PHONE 402-733-2600
FAX 402-733-0350
EMAIL anna@tricomechanical.net
WEBSITE tricomechanicalservices.com**

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 7, 2026		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:

Purchase of two new snow plows

SYNOPSIS/BACKGROUND:

One snow plow going to the cemetery truck ID: C416 and second snow plow for truck ID: BM112. Fleet dept requesting snow plow to be replaced due to age and condition of current plow.

FISCAL IMPACT: \$21,066.27 BUDGETED FUNDS?: YES/NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Ty's 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 NUMBER: CE26(1)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the purchase of the two snow plows in the amount not to exceed \$21,066.27.

ATTACHMENTS:

1. Quote #218938 2. Quote #218941 3.
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Anna Pappalardo
David Goedeken
David Goedeken

E S T I M A T E

Ty's Outdoor Power & Service
 21611 Platteview Road
 PO Box 630
 Gretna, NE 68028
 Phone #: (402)332-5577
 Fax #: (402)332-5958

PHONE #: (402)293-3132 DATE: 3/16/2026
 CELL #: (402)253-6925-Alex ORDER #: 218941
 ALT. #: 402293300 CUSTOMER #: 128980
 P.O.#: CP: JasonM
 TERMS: Net 10th EOM LOCATION: 2
 SALES TYPE: Estimate STATUS: Active
 TAG #: TECH: JasonM

BILL TO 128980
 CITY OF BELLEVUE
 1500 Wall St.
 BELLEVUE, NE 68005

SHIP TO
 CITY OF BELLEVUE
 1500 Wall St.
 BELLEVUE, NE 68005

YEAR	MFR	MODEL NUMBER	DESCRIPTION	VIN/SERIAL #	MILEAGE/METER
------	-----	--------------	-------------	--------------	---------------

1: Job 1 Tech: RichardS []

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
BOSS MSC	18092	BLADE CRATE (SNOWPLOW),9-2,STEEL V-DXT	1	\$3,584.40	\$2,544.92	\$2,544.92
BOSS MSC	15002B	PLOW BOX, RT3-V, SH2 8-2/9-2,DXT,SL3	1	\$7,230.60	\$5,133.73	\$5,133.73
BOSS LTA	10200	UC/RT3,FORD F250/350/450/550,17+	1	\$916.70	\$650.86	\$650.86
BOSS MSC	09601	CONTROL-HANDHELD,V-BLADE,12V	1	\$381.10	\$270.58	\$270.58
BOSS MSC	25012	KIT-WIRING,RT3 SH2,12V,FORD F250-600,23+	1	\$432.60	\$307.15	\$307.15
BOSS MSC	01565	SNOW DEFLECTOR	1	\$381.10	\$381.10	\$381.10
BOSS HYD	01835	BOSS QT.HYDRAULIC FLUID	3	\$14.56	\$14.56	\$43.68

Parts Job 1: \$9,332.02

LABOR	DESCRIPTION	HRS	RATE	AMOUNT	TOTAL
PI-01	SNOW PLOW ASSEMBLY, V-PLOW	1.5	\$116.00		\$174.00
PI-08	INSTALL SNOW PLOW DEFLECTOR	1	\$116.00		\$116.00
PI-05	INSTALL UNDERCARRIAGE	3	\$116.00		\$348.00
PI-06	INSTALL TRUCK WIRING & HEADLIGHT ADAPTER	3	\$116.00		\$348.00

Hours Job 1: 8.5 Labor Job 1: \$986.00

EXTRAS	DESCRIPTION	QTY	PRICE	AMOUNT	TOTAL
SS	SHOP SUPPLIES	1	\$20.00		\$20.00

Extras Job 1: \$20.00

Subtotal Job 1: \$10,338.02

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

TOTAL PARTS:	\$9,332.02
TOTAL LABOR:	\$986.00
TOTAL EXTRAS:	\$20.00
SUBTOTAL:	\$10,338.02
TAX:	\$0.00
CASH-CHECK DUE:	\$10,338.02
CREDIT CARD DUE:	\$10,648.16

Authorized By: _____

E S T I M A T E

Ty's Outdoor Power & Service
 21611 Platteview Road
 PO Box 630
 Gretna, NE 68028
 Phone #: (402)332-5577
 Fax #: (402)332-5958

PHONE #: (402)293-3132 DATE: 3/16/2026
 CELL #: (402)253-6925-Alex ORDER #: 218938
 ALT. #: 402293300 CUSTOMER #: 128980
 P.O.#: CP: JasonM
 TERMS: Net 10th EOM LOCATION: 2
 SALES TYPE: Estimate STATUS: Active
 TAG #: TECH: JasonM

BILL TO 128980

CITY OF BELLEVUE
 1500 Wall St.
 BELLEVUE, NE 68005

SHIP TO

CITY OF BELLEVUE
 1500 Wall St.
 BELLEVUE, NE 68005

YEAR	MFR	MODEL NUMBER	DESCRIPTION	VIN/SERIAL #	MILEAGE/METER
------	-----	--------------	-------------	--------------	---------------

1: Job 1 Tech: RichardS []

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
BOSS	MSC18082	BLADE CRATE (SNOWPLOW),8-2,STEEL V-DXT	1	\$3,275.40	\$2,325.53	\$2,325.53
BOSS	MSC15002B	PLOW BOX, RT3-V, SH2 8-2/9-2,DXT,SL3	1	\$7,230.60	\$5,133.73	\$5,133.73
BOSS	LTA10200	UC/RT3,FORD F250/350/450/550,17+	1	\$916.70	\$650.86	\$650.86
BOSS	MSC09601	CONTROL-HANDHELD,V-BLADE,12V	1	\$381.10	\$270.58	\$270.58
BOSS	MSC25012	KIT-WIRING,RT3 SH2,12V,FORD F250-600,23+	1	\$432.60	\$307.15	\$307.15
BOSS	MSC01565	SNOW DEFLECTOR	1	\$381.10	\$381.10	\$381.10
BOSS	HYD01835	BOSS QT.HYDRAULIC FLUID	3	\$13.24	\$13.24	\$39.72

Parts Job 1: \$9,108.67

LABOR	DESCRIPTION	HRS	RATE	AMOUNT	TOTAL
PI-01	SNOW PLOW ASSEMBLY, V-PLOW	1.5	\$116.00		\$174.00
PI-08	INSTALL SNOW PLOW DEFLECTOR	1	\$116.00		\$116.00
PI-05	INSTALL UNDERCARRIAGE	3	\$116.00		\$348.00
PI-06	INSTALL TRUCK WIRING & HEADLIGHT ADAPTER	3	\$116.00		\$348.00

Hours Job 1: 8.5 Labor Job 1: \$986.00

EXTRAS	DESCRIPTION	QTY	PRICE	AMOUNT	TOTAL
SS	SHOP SUPPLIES	1	\$20.00		\$20.00

Extras Job 1: \$20.00

Subtotal Job 1: \$10,114.67

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

TOTAL PARTS:	\$9,108.67
TOTAL LABOR:	\$986.00
TOTAL EXTRAS:	\$20.00
SUBTOTAL:	\$10,114.67
TAX:	\$0.00
CASH-CHECK DUE:	\$10,114.67
CREDIT CARD DUE:	\$10,418.11

Authorized By: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 7, 2026		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:

CIP26 WW26(3) - Three-Year refundable Agreement for OPPD to provide new service for the American Heroes Park Lift Station. BPW-211123

SYNOPSIS/BACKGROUND:

On January 21, 2025 the City authorized Heimes Corp to construct and install a new sanitary lift station and force main for the American Heroes Park Lift Station. The lift station will require an upgraded single phase power supply. OPPD has agreed to install the required power supply. OPPD will need to collect the total project cost in advance of \$14,000.00 on a three-year agreement. The agreement is as follows: If at any time during the three-year period the total revenue from the project equals or exceeds \$14,000.00, the amount plus interest will be refunded.

FISCAL IMPACT: \$14,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 3- YEAR REFUNDABLE PROJECT PROPOSAL AMERICAN HEROES LIFT STATION SERVICE

CONTRACT EFFECTIVE DATE: CONTRACT TERM: 3-YEAR CONTRACT END DATE:

PROJECT NAME: CIP 26 -WW26(3) Haworth and American Heroes Park Sanitary

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

CIP PROJECT NAME: CIP 26 - WW 26(3) CIP PROJECT NAME: HAWORTH AND AMERICAN HEROES SANITARY

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

ACCOUNTING DISTRUBUTION CODE: 7000 ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor execute the Three- Year Reimbursable Project Proposal with OPPD in the amount of \$14,000.00. To provide new services for American Heroes Park Lift Station.

ATTACHMENTS:

1. OPPD PROJECT PROPSAL	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Christina Parfitt
David Goedeken
David Goedeken

02/20/2026

**City of Bellevue
1500 Wall Street
Bellevue, Ne 68005**

**SUBJECT: Provide: CIR 355 BELLEVUE AMERICAN HEROES PARK
Location: 1010 E Mission Ave, Bellevue, NE
Work Order #3003541**

Omaha Public Power District has arrived at a cost to provide the service of a Lift Station for American Heroes Park in Bellevue, Nebraska.

OPPD will need to collect the total project cost in advance of **\$14,000.000** on a three-year agreement. The agreement is as follows: If at any time during the three-year period the total revenue from the project equals or exceeds **\$14,000.00**, the amount plus interest* will be refunded.

This electrical service must remain in use during this three-year period, with the same account identity, in order to qualify for a refund.

Upon receipt of payment as outlined above we will proceed with scheduling the project.

If you have any further questions, please feel free to contact me at (531) 226-3396.

Sincerely,

**David Ortiz
Senior Account Manager
Omaha Public Power District
1919 Aksarben Drive
Omaha, Ne 68106**

Customers requesting OPPD to provide services that include installing underground equipment, cable and /or poles on customer-owned property are responsible for locating and identifying the location of items that are normally not locatable under the Nebraska One-Call Notification System Act. This includes but is not limited to items described in the following waiver. The waiver must be signed by either the owner or their representative and submitted to your OPPD representative prior to work order scheduling. Waiver signature also indicates proposal acceptance.

Facilities Waiver

In consideration of the agreement of Omaha Public Power District to place electrical service facilities on my property at my request, and understanding that underground objects can be encountered during excavation and installation of these facilities despite the exercise of reasonable care, the undersigned owner hereby voluntarily and knowingly releases and discharges forever the Omaha Public Power District and its directors, officers, and employees, from any and all claims or liabilities (other than those resulting from intentional acts) arising from or related to damage to underground objects not properly located and identified by the customer, including but not limited to tree roots, sprinkler systems, piping, invisible fence lines, and other underground facilities, and ordinary impacts to sod/grass and landscaping resulting from or incurred during installation of electrical service facilities on this property. The individual signing this waiver agrees that he/she either is the Owner of the subject property or has been authorized by the Owner to execute this document on the Owner's behalf. If the subject property is owned by more than one person or entity, this waiver shall be binding if it is signed by one Owner or by a representative on behalf of one of the Owners.

Owner or Owner Representative (print name) _____

Owner or Owner Representative (signature) _____

Signature date: _____

***Please remit payment (if applicable) and a signed copy of this proposal / waiver to:**

**Omaha Public Power District
PO Box 3995
Omaha NE 68103**

THANK YOU!

Please review this document carefully. If there are any discrepancies, questions or concerns, please contact your OPPD representative prior to the installation or modification of your electric service. This proposal is valid for 90 days. If the proposal is extended beyond 90 days, then additional charges may be required.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

161.
4/7/2026

COUNCIL MEETING DATE: 04/01/2026		SUBMITTED BY: Harrison Johnson	
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:

Modification and Amendment of Easement Agreement and Encroachment Agreement with Northern Natural Gas

SYNOPSIS/BACKGROUND:

This item pertains to an agreement between the City and Northern Natural Gas (NNG) to modify their easement with respect to their transmission gas line located inside the Bellevue Bay Entertainment District. It also includes an encroachment agreement which stipulates how and when their easement can be utilized by other parties. Highlighted portions will be updated with recording information and fully executed copies will be returned upon completion.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff Recommends Approval

ATTACHMENTS:

- | | | |
|---|--|-------------------------|
| 1. <input type="text" value="NNG Easement Motification"/> | 2. <input type="text" value="NNG Encroachment 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:

Aimee Portilla

John [Signature]

[Signature]

Document Prepared by/Return to: Jeff Larson and/or Sarah Crook
Northern Natural Gas Company, 1111 South 103rd Street, Omaha, NE 68124-1000

NEB48001

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this ____ day of _____, 2026, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with principal offices at 1111 South 103rd Street, Omaha, Nebraska 68124-1000 (hereinafter referred to as "Northern"), and CITY OF BELLEVUE (hereinafter referred to as "Owner", whether one or more).

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by B.H. Schroeder, et al. on the 15th day of December 1931, covering the following described premises in Sarpy County, Nebraska:

The North 50 acres of the East Half of the Northeast Quarter (E½NE¼) and the North 60 acres of the West Half of the Northeast Quarter (W½NE¼) of Section 22, Township 13 North, Range 13 East; and

which Easement was recorded the 16th day of January 1932, in Book 8, of Miscellaneous, at Page 221, in and for Sarpy County, Nebraska (hereinafter referred as "Easement" whether one or more); and

WHEREAS, Northern is the holder of another Easement granted by Olin M. & Genevieve Reed, his wife, on the 16th day of December 1931, covering the following described premises in Sarpy County, Nebraska:

The South 30 acres of the East Half of the Northeast Quarter (E½NE¼) and the South 20 acres of the West Half of the Northeast Quarter (W½NE¼) of Section 22, Township 13 North, Range 13 East; and

which Easement was recorded the 16th day of January 1932, in Book 8, of Miscellaneous, at Page 220, in and for Sarpy County, Nebraska (hereinafter referred as "Easement" whether one or more); and

WHEREAS, pursuant to the authority contained in the Easements, Northern has constructed and currently operates and maintains *an 18-inch pipeline* (NEB48001) through and across the premises above-described; and

WHEREAS, of the premises described in the Easement, Owner is present owner of the following described premises (hereinafter referred to as "Owned Premises"):

Lots 3, 4, and 5, and a part of the public right-of-way of 10th Street, Discovery Drive, and Destination Drive, Bellevue Entertainment District; and

WHEREAS, the parties hereto desire to more clearly define their rights under the Easement and further desire to modify and amend the Easement in certain respects.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. That Northern shall, and by these presents does, hereby limit its right-of-way across the Owned Premises only to a strip of land 90 feet in width, the centerline of which strip shall be the present location of Northern's existing 18-inch pipeline NEB48001, as shown on Exhibit "A" (hereinafter referred to as "Pipeline Right-of-Way").

2. That Northern shall, and by these presents does, hereby release from the Easement all of its rights in and to the Owned Premises EXCEPT the Pipeline Right-of-Way described in Paragraph 1 above, upon which Pipeline Right-of-Way the Easement is retained in full force and effect, with all rights (including, without limitation, multiple line rights) originally granted to Northern in the Easement; and EXCEPT Northern retains its right of ingress to and egress from the Pipeline Right-of-Way, to which right the Owned Premises shall remain subject.

3. The Owner shall not build, create, construct, nor allow to be built, created, or constructed, any hard, gravel, or similar surface road, any improvements or structures of any nature, including, but not limited to fences, nor alter the grade or permit psuch alteration, anywhere within the Pipeline Right-of-Way without the written consent of Northern. Northern shall have the right to clear and keep cleared from within the Pipeline Right-of Way all fences, trees, brush, undergrowth, buildings, structures, improvements or other obstructions, and, Northern shall not be liable for loss, cost, or damage caused on the Pipeline Right-of-Way by keeping the Pipeline Right-of-Way clear of such fences, trees, brush, undergrowth, buildings, structure, improvements, and other obstructions in the exercise of its rights hereunder.

4. The Owner shall allow Northern to establish aboveground marking along the centerline of the location of Northern's pipeline(s).

5. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED AND AGREES ANY SUCH ACTIONS MAY NOT IN ANY EVENT BE CONSOLIDATED TOGETHER. THE PARTIES AGREE THAT ANY DISPUTES ARISING FROM THIS AGREEMENT SHALL BE GOVEREND BY THE LAWS OF NEBRASKA AND ANY LITIGATION ARISING FROM THIS AGREEMENT SHALL TAKE PLACE IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEBRASKA.

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

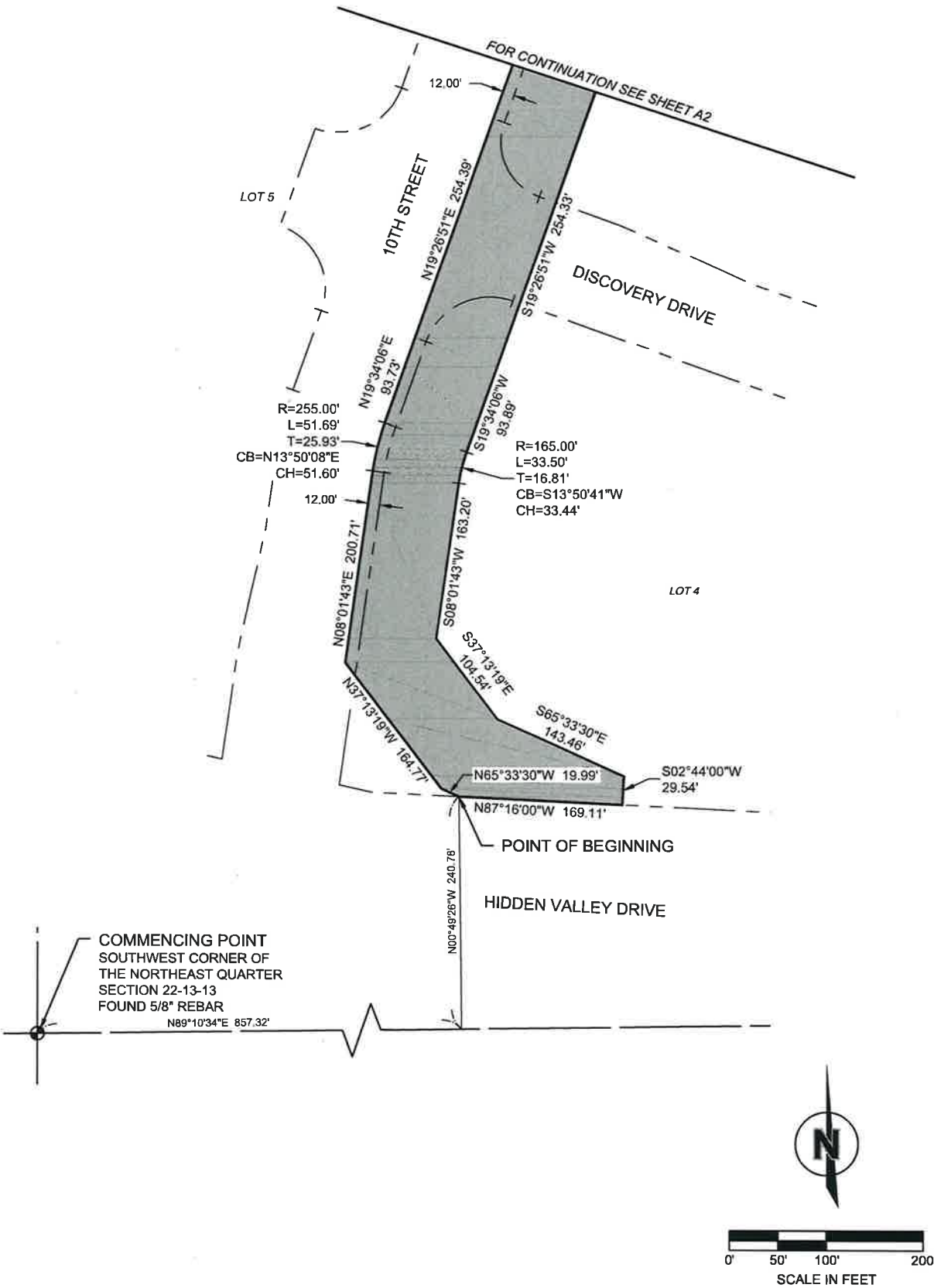
"NORTHERN"
NORTHERN NATURAL GAS COMPANY

"OWNER"
CITY OF BELLEVUE

By _____
Bryan P. Kruger
Attorney-in-Fact

By _____
Rusty Hike
Mayor

Exhibit "A"



F:\2024\03\01-04000024-0370640-Design\Exhibit\Exhibit\A\NAT GAS EASEMENT_2026-1-12_07403706.dwg
 DATE: Jan 12, 2026 4:46pm USER: dsh\ng

PROJECT NO:	024-03706
DRAWN BY:	DSH
DATE:	01.13.2026

NORTHERN NATURAL GAS MAIN EASEMENT



2111 South 67th Street
 Suite 200
 Omaha, NE 68106
 olsson.com
 TEL 402.341.1116

EXHIBIT
A1

Drafted by/Return to: Jeff Larson and/or Sarah Crook
Northern Natural Gas Company, 1111 South 103rd Street, Omaha, NE 68124-1000

NEB48001

ENCROACHMENT AGREEMENT

This instrument made and entered into this _____ day of _____, 2026, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, (hereinafter referred to as “Northern”), with principal offices at 1111 South 103rd Street, Omaha, Nebraska 68124-1000, and CITY OF BELLEVUE (hereinafter referred to as “Owner” whether one or more).

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by B.H. Schroeder, et al. on the 15th day of December 1931, covering the following described premises in Sarpy County, Nebraska:

The North 50 acres of the East Half of the Northeast Quarter (E½NE¼) and the North 60 acres of the West Half of the Northeast Quarter (W½NE¼) of Section 22, Township 13 North, Range 13 East; and

which Easement was recorded the 16th day of January 1932, in Book 8, of Miscellaneous, at Page 221, and defined to a 90-foot-wide strip (Mod Exc), recorded (Mod Rec), as (Mod Doc No.), in Book (Mod Book), at Page (Mod Page); all in the Register of Deeds for Sarpy County, Nebraska (hereinafter referred to as “Easement”); and

WHEREAS, Northern is the holder of another Easement granted by Olin M. & Genevieve Reed, his wife, on the 16th day of December 1931, covering the following described premises in Sarpy County, Nebraska:

The South 30 acres of the East Half of the Northeast Quarter (E½NE¼) and the South 20 acres of the West Half of the Northeast Quarter (W½NE¼) of Section 22, Township 13 North, Range 13 East; and

which Easement was recorded the 16th day of January 1932, in Book 8, of Miscellaneous, at Page 220, and defined to a 90-foot-wide strip (Mod Exc), recorded (Mod Rec), as (Mod Doc No.), in Book (Mod Book), at Page (Mod Page); all in the Register of Deeds for Sarpy County, Nebraska (hereinafter referred to as “Easement”); and

WHEREAS, pursuant to the authority contained in said Easement, Northern has constructed and currently operates and maintains an 18-inch pipeline (NEB48001), along with the right to install additional facilities from time to time (hereinafter referred to as “Pipeline Facilities”), across and through the above described premises; and

WHEREAS, Owner is the present owner of the following described real property, with Pipeline Facilities situated upon the following described land in Sarpy County, Nebraska (hereinafter referred to as the “Owned Premises”):

Lots 3, 4, and 5, and a part of the public right-of-way of 10th Street, Discovery Drive, and Destination Drive, Bellevue Entertainment District; and

WHEREAS, Owner plans to construct a roadway, sidewalks, storm sewer, traffic signage, irrigation water lines, underground power lines (by Omaha Public Power District), communication lines (by Cox Communications), water and gas mains (by Metropolitan Utilities District), etc. (hereinafter referred to as "Encroachment") upon and within a portion of the confines of Northern's 90-foot-wide Easement as depicted on Exhibit "A", with this written consent; and

WHEREAS, Owner intends to construct future site work, including but not limited to site parking, sidewalks, and plaza space along 10th Street within the Bellevue Entertainment District in accordance with the guidelines set forth in Exhibit "B"; and

WHEREAS, Owner has been advised by Northern that Northern is a natural gas transmission company and that Northern operates a high pressure underground natural gas pipeline through the Owned Premises; and

WHEREAS, Owner has requested permission from Northern to maintain, use, and enjoy the Encroachment upon a portion of Northern's Easement and in close proximity to Northern's Pipeline Facilities; and

WHEREAS, Northern is willing to grant such permission upon the terms and conditions set forth as follows.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Northern hereby grants permission to Owner to maintain, operate and use upon the Owned Premises and in close proximity to Northern's Pipeline Facilities, the said Encroachment, subject to the following conditions:

A. That Owner assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by Owner or its respective agents, invitees, or licensees present on or in the vicinity of the Easement and in any way associated with said Encroachment.

B. That the permission granted herein is limited exclusively to the proposed Encroachment within Northern's Easement. Owner shall not alter the grade or permit such alteration anywhere on the land upon which Northern has reserved its easement rights, without the prior express written consent of Northern.

C. That Owner shall at all times conduct all its activities on said Easement in such a manner as not to interfere with or impede the operation of Northern's Pipeline Facilities and activities in any manner whatsoever.

D. That Owner shall not plant any trees or shrubs within the confines of Northern's Easement without the prior express written consent of Northern.

E. That Owner agrees that the Encroachment and all future site work, including but not limited to site parking, sidewalks, and plaza space along 10th Street within the Bellevue Entertainment District, shall be constructed according to the requirements and restrictions set forth in Exhibit "B" attached hereto.

2. Owner agrees to indemnify, protect, and hold Northern, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost, or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, arising from or as a result of any incident, act, action, cause of action, negligence, transaction or omission of Owner in connection with, or incidental to the construction, operation, maintenance, or use of the said Encroachment within, upon or in the vicinity of the Easement Area, or from the operation, maintenance, use or presence of Northern's Pipeline Facilities upon or in the vicinity of the Encroachment except where such loss, cost, liability, or expense was proximately caused by the negligence of Northern or its employees. It is understood and agreed by the parties that under this Agreement, Owner shall be jointly and severally liable.

3. Owner agrees that protection of Northern's Pipeline Facilities will be maintained at all times.

4. Should Northern need to remove any of Owner's said Encroachment within its Easement in order to construct, maintain, operate, repair, remove, or resize Northern's existing or additional Pipeline Facilities, Owner or its respective heirs, successors, and assigns shall pay the cost of removing and replacing or reinstalling said Encroachment. In addition, all repair and maintenance work performed by Northern on its existing or additional Pipeline Facilities located on the Owned Premises shall be performed in a reasonable workmanlike manner and Northern shall restore the surface and grade of the Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to Owner's said Encroachment or any associated equipment and facilities that exist within the Easement, and in this regard, Owner hereby releases Northern, its employees, agents, officers, and directors from any and all liability for any such loss or damage.

5. The Parties hereto understand that this Agreement in no way constitutes a waiver by Northern of its rights to enjoy its Easement unencumbered by the construction of said Encroachment within Northern's Easement.

6. It is expressly agreed to by and between the parties hereto that if Owner is in violation of any terms or conditions set forth in this Agreement, Northern, at its option, may terminate this Agreement upon ten (10) days' notice to the Owner. In the event of such termination, Owner shall immediately remove any and all of said Encroachment which may be situated on the Easement, or if Owner fails to remove any and all of said Encroachment, Northern may, at its option, remove said Encroachment at the expense of Owner and without any liability whatsoever. It is further agreed that the failure by Northern to exercise such option as to any such violation shall not constitute a waiver of Northern's future right to exercise such option as to the same or any future violation.

7. The provisions of the Easement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, remain in full force and effect and are not affected hereby except to the extent and in the manner set forth above.

8. Owner agrees to indemnify, defend and hold Northern, its parent and affiliated companies, and the directors, officers and employees of any such corporate entities harmless from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees arising from: (1) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the said Encroachment on the Owned Premises described herein, and (2) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Easement that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, or (iv) adversely affect human health or the environment at or near the Easement.

9. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED AND AGREES ANY SUCH ACTIONS MAY NOT IN ANY EVENT BE CONSOLIDATED TOGETHER. THE PARTIES AGREE THAT ANY DISPUTES ARISING FROM THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF NEBRASKA AND ANY LITIGATION ARISING FROM THIS AGREEMENT SHALL TAKE PLACE IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEBRASKA.

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties and the benefits of this Agreement shall run with the land.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

“NORTHERN”
NORTHERN NATURAL GAS COMPANY

“OWNER”
CITY OF BELLEVUE

By: _____

Bryan P. Kruger
Agent and Attorney-in-Fact

By: _____

Rusty Hike
Mayor

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026,
by **Bryan P. Kruger, Attorney-in-Fact**, for Northern Natural Gas Company, a Delaware
corporation, on behalf of the corporation.

(S E A L)

Notary Public
My Commission Expires _____

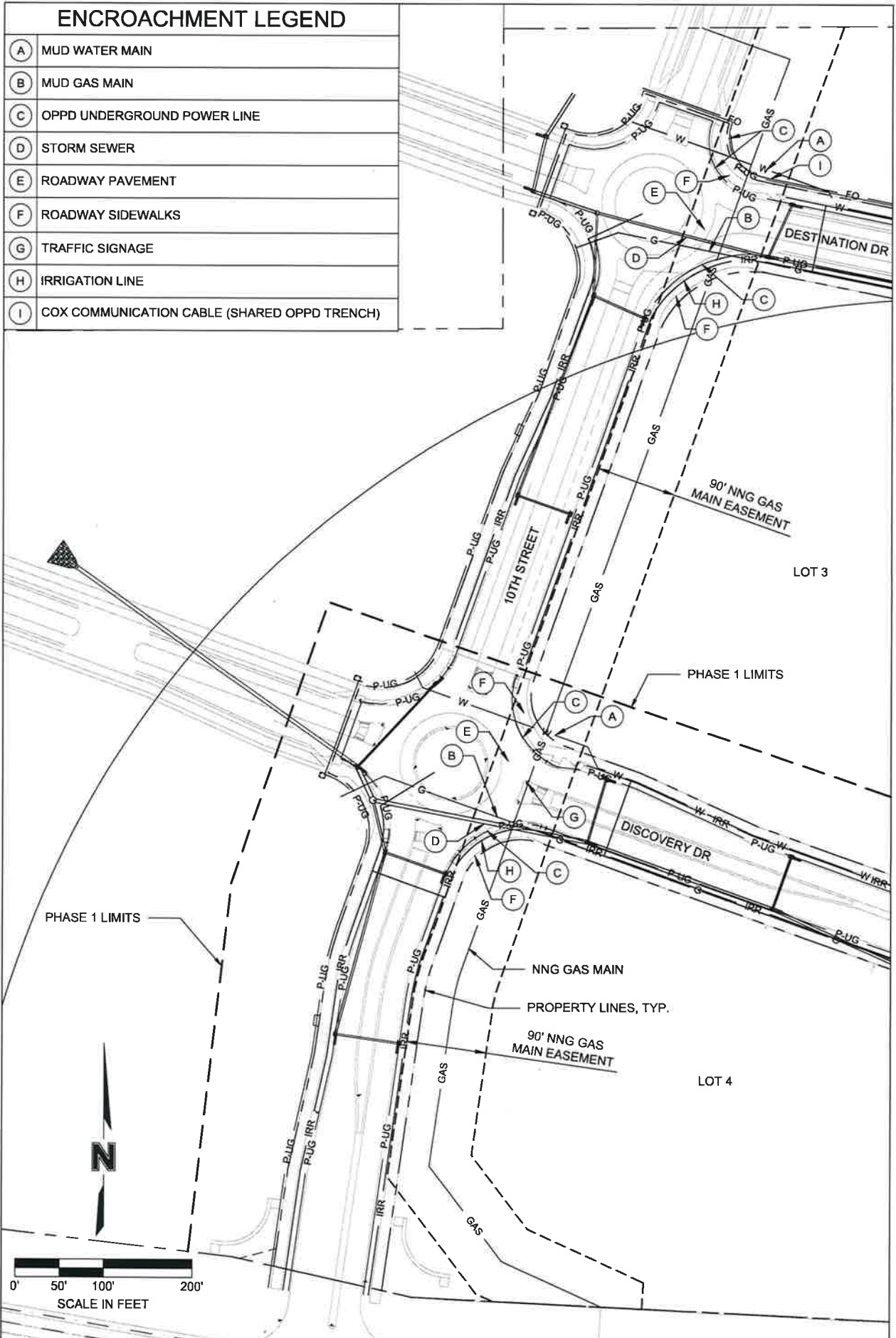
STATE OF NEBRASKA)
)SS
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026,
by **Rusty Hike, Mayor**, for the City of Bellevue.

(S E A L)

Notary Public
My Commission Expires _____

ENCROACHMENT LEGEND	
(A)	MUD WATER MAIN
(B)	MUD GAS MAIN
(C)	OPPD UNDERGROUND POWER LINE
(D)	STORM SEWER
(E)	ROADWAY PAVEMENT
(F)	ROADWAY SIDEWALKS
(G)	TRAFFIC SIGNAGE
(H)	IRRIGATION LINE
(I)	COX COMMUNICATION CABLE (SHARED OPPD TRENCH)



F:\2024\0501-440\0004-03706\04-Design\Exhibit\05-01-UG_NNG Encroachment\Agreement Exhibit.dwg
 DATE: Mar 06, 2026 2:40pm
 USER: bschubert

PROJECT NO:	024-03706
DRAWN BY:	BTS
DATE:	01.06.2026

**GAS MAIN EASEMENT
ENCROACHMENT EXHIBIT**



601 P Street, Suite 200
 P.O. Box 84608
 Lincoln, NE 68508
 olsson.com
 TEL: 402.474.6311
 Olsson - Engineering
 Nebraska COA #CA-0638

EXHIBIT	A
---------	---

Exhibit "B"



To: [REDACTED]
From: [REDACTED]
CC: [REDACTED]
Subject: Bellevue Entertainment District – New Road, Sidewalk, and Utilities Date: 02/12/2026
Maximo# 10018548

Northern Natural Gas (NNG) engineering has reviewed the plan provided by the designer, Olsson Engineering, for the proposed installation of a new road, sidewalk, and utilities. The developer's plan consists of installing a new road and two road crossings, with a sidewalk paralleling the roadway. The design includes the installation of new utilities, including a new storm sewer, water main, gas main, and power line. NNG has modified an existing blanket easement to a 90-foot strip easement in this location.

The proposed development will encroach upon one NNG high pressure natural gas branch line, the 18-inch-diameter Omaha Third BL (NEB48001) in Section 22, Township 13N, Range 13E of Sarpy County, NE, near pipeline milepost 8.83. The proposed project area is currently a class 1 population density area.

Pipeline History

The Omaha Third branch line consists of 18" outside diameter (OD), 0.375" wall thickness (WT), API-5L, X65 grade steel pipe. The line was replaced and rerouted to accommodate this encroachment in 2025, and the pipe was high frequency welded (HFW) by the manufacturer. Fusion bonded epoxy (FBE) is the exterior coating of the pipe, and the pipeline operates at a 490-psig maximum allowable operating pressure (MAOP).

Engineering Notes

Engineering **approves** the proposed plan titled "GAS MAIN EASEMENT ENCROACHMENT EXHIBIT" dated 01/06/2026, under the following conditions.

- Any additional encroachments to the gas easement that aren't included in the aforementioned drawing will be reviewed for approval by NNG on a separate case-by-case basis.
- Engineering makes note of additional Encroachment Guidelines listed below:

Encroachment Guidelines

- **Representation:** An NNG representative shall be present at all times when excavation work is being performed within 25 feet of NNG's pipeline. This requirement is per NNG operating procedure OP 80.102, "Damage Prevention Program." The contractor shall provide NNG with a Nebraska utility one call ticket with 48-hour notice prior to excavating in the area.
- **Excavation:** Mechanical excavation is allowed up to 24 inches from the NNG pipeline. Hand excavation or hydrovac excavation is required when excavating 24 inches or closer to NNG's pipeline.
- **Pressure Reduction:** If five or more contiguous feet of pipe is going to be exposed, NNG engineering shall determine if a pressure reduction (executed by NNG) is required. Prior to the exposure, NNG will require at least five business days' notice, which should include a detailed scope of work, along with estimated excavation and backfill dates, to allow time to analyze system impact and implement the pressure reduction, if required.
- **Damages Discovered During Pipeline Excavation:** An NNG representative will inspect the exposed pipeline and determine if there is any damage to the pipeline or coating. If any damage is discovered, the encroaching party will not be allowed to backfill the pipeline until the damage has been repaired, or the NNG representative has determined that repairs are not required and backfill activities can be completed. All repair work must be completed by Operator Qualified (OQ) personnel, approved by NNG.

- **Permanent Structures:** Any enclosed structure or building permanent in nature, regardless of purpose, may not be installed inside the NNG easement and should be installed a minimum of 45 feet from NNG facilities.
- **Foreign Utilities:** All foreign utilities (water, gas, sanitary, sewer, oil, communication, etc.) must cross NNG's pipelines at or near a right angle with a required minimum of 12 inches of separation. It is preferred that foreign utilities cross under NNG's pipeline where reasonable. Foreign utilities running parallel to NNG facilities must be placed a required minimum offset of 40 feet from NNG facilities.
 - Below grade power cables having conductors at more than 60 volts to ground should be encased in a non-metallic casing for a minimum distance of ten feet on either side of the pipeline. Cables energized to 600 volts or more should cross a minimum of three feet below the pipeline, encased in concrete, color coded red, across the entire right of way width, and have external, spiral wound, neutrals grounded on each side of the right of way. The cable crossing should be clearly and permanently marked on each side of the right of way.
- **Appurtenances:** All above grade appurtenances shall not interfere with ground patrols or leak surveys. All light poles, manholes, signs, trees, shrubs, etc. must be placed a required offset distance of 45 feet from NNG facilities.
- **Fence Posts:** New residential, commercial, and industrial fences may not cross pipelines. Fences running parallel to NNG facilities have a minimum required offset of 30 feet.
- **Parking Lot and Pavement:** NNG requires a designated 15-foot-wide "green belt" space to accommodate future leak tests. If concrete or asphalt surfaces will extend within the proposed "green belt" space for more than 100 feet over NNG's pipeline, NNG requires automatic sealing testing ports (cast iron valve boxes or approved equivalent) be installed in the proposed parking lot to accommodate regular leak detection surveys by NNG field operations personnel. Testing ports are to be installed 1-2 feet off the centerline of the pipe with a maximum distance of 100 feet between testing ports.
- **Grade Modifications (Excluding New Roads):** Earthwork and other grade modification must maintain a minimum of 36 inches of cover (or existing cover if less than 36 inches) over NNG's pipeline after construction in all locations. Grading modifications shall not be designed to impound water above NNG facilities. See "Road Crossings" below for cover requirements for public roadways.
- **Road Crossings:** All public road crossings must cross the NNG pipeline at or near a right angle and maintain a minimum of four feet of cover over the pipeline within the roadway and road ditches. Roads running parallel to NNG's facilities must be outside the easement and offset a required distance of 35 feet from NNG facilities.
- **Heavy Vehicle Crossings:** As a guideline, all vehicular crossings over the NNG pipeline have the following load restrictions (per wheel) without additional protection:
 - >24" Cover – 20,000 lbs.

NNG engineering requests vehicle specifications for all construction equipment exceeding 80,000 lbs. gross vehicle weight or exceeding the specified load restrictions that will be anticipated to cross NNG facilities. NNG engineering shall recommend appropriate crossing protection methods, if required, and any vehicle crossings are preferred to cross NNG facilities at or near right angles. Potential crossing protection methods include use of timber/steel plate matting, temporary bridge structures or pipeline reinforcement. It is the responsibility of the encroaching party to deploy crossing protection methods.

- **Damages Caused by Encroaching Party:** Any damage caused by the encroaching party to NNG facilities shall be repaired at the expense of the encroaching party. An estimate can be provided by NNG for any repairs, as required.
- **Modifications to NNG Facilities:** If the encroaching party requests that NNG relocate or modify existing facilities to accommodate the encroachment, NNG engineering can provide an estimate to do so. Modifications will be at the expense of the encroaching party.

NNG requires that the aforementioned encroachment conditions be met to ensure pipeline integrity and safety during and after construction. NNG engineering will continue to review any revised construction plans and new proposals as they are developed.

April 1st, 2026

Administration

- NC3 project – Working with State, Federal and private on financial obligations.
- United Cities weekly meetings.
- Marketing meeting with Heartland Marketing.
- Meeting with prospect for Good Life district.
- Meeting with prospect for South Shop to finalize agreement and timelines.
- Meeting with Mike Kaufman CBRE to discuss land sales.
- PHFADA board meeting.
- Meeting with Grow Sarpy regarding prospect.
- Meeting with Bellevue Food Pantry to review future plans and timelines.
- Met with Bellevue Chamber president regarding prospects.
- New city web site update meeting with Tahnee.
- Inland Port meeting.
- Met with planning and prospect on site and zoning.
- On site visit at museum.
- Wastewater Agency meeting
- Good Life District discussion.
- State of the City prep meeting.
- Kathy Austin retirement
- BPD claim review
- HR reviews of employee matters
- Surplus property review

Permits:

Through March 25:

- 45 single family residential permits issued
- 756 inspections performed

Planning:

- Staff attended Nebraska Planning and Zoning Conference
- Completed a pre-application for a commercial development
- Completed a pre-application meeting for a multi-family residential development
- Published the RFQ for the Active Mobility Plan

CITY OF BELLEVUE
ADMINISTRATION REPORT

Public Works(See Attached)

Library: (See Attached)

Fire: (See Attached)

Police (See Attached)



We Influence The World!

City of Bellevue
Public Works Administration
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

Public Works Director's Report

March 31, 2026

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
- Closing out 2025 Project, Programming and bidding and designing 2026 Projects
- Reviewing and preparing projects for 2026/27 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
 - South Sarpy Lift Station/Sewer Project
 - Various Traffic Studies
- Planning and P&I plan review as needed
- Projecting 2026 Projects and getting Proposals for Engineering work

Parks & Recreation:

- Preparing for Spring and Summer Programs
- Playground Inspections and Mulching
- Tree Trimming and Removal as Needed
- Early Spring Maintenance

Street Maintenance:

- Repairing signs and facilities damaged in recent windstorms
- Pothole repairs
- Sign and signal repairs
- Concrete repair work
- Crack Sealing
- Spring Street Sweeping

Waste Water:

- Jetting
- Lift station inspections
- Projects let and awarded
 - CIPP Construction Work
 - Bluff Street Lift Station plan
 - Haworth Park Lift Station plan review
- Prevent maintenance on vehicles

Fleet:

- Typical City vehicle maintenance
- Annual Maintenance of warm weather equipment
- Assisting departments in purchasing of Capital funded vehicles
- PM work on mowing equipment and trailers
- Misc. Fabrication projects

Building Maintenance:

- Misc Painting jobs
- Typical maintenance all city facilities
- Preparing restrooms for warm weather opening



Plant Swap Event

146,661 VISITORS

3,045
NEW BPL
CARD HOLDERS
(37,833 TOTAL)

6,877
COMPUTER
SESSIONS

18,230
INFORMATION
QUESTIONS

2,370
PROGRAMS
ALL AGES

↑ TRENDING UP

41% MORE PROGRAMS	46% MORE COMPUTER USES	15% MORE LIBRARY VISITS
--------------------------------	--	---



Coloring with First Responders

BPL ANNUAL REPORT

2024-2025

1,439
MAKERSPACE
VISITS



Makerspace Class

21,024
PROGRAM
ATTENDANCE

433,681
ITEMS
BORROWED
(331,282 PHYSICAL
& 102,399 DIGITAL)

- ADDITIONAL HIGHLIGHTS**
- The new library building drew lots of visitors with the highest totals in June and July, 2025, when 32,177 came to the library.
 - Volunteer hours increased by almost 20 per week, with over 3,820 hours of service performed by volunteers.
 - The Adult Library Program had a record 1,655 registrants, and the Children’s Library Program had a record 1,220 registrants.
 - Makerspace use increased over 70% with an average 120 uses per month.
 - 1,198 meals were served to youth during the Salvation Army Summer Meals program.



City of Bellevue Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 3/31/2026

A. General Items:

- QA/QI
- Quarterly paramedic meetings with EMS Supervisor finishing up today.
- Two paramedics on ALS probation have tested out successfully-one more scheduled tomorrow, last three scheduled at start of May.
- Omaha Metro Healthcare Coalition pharmacy workgroup meeting next week.
- Quarterly Stroke Committee Meeting with BMC next week.

B. Training:

- Fire Fighter applicant panel interviews completed last week.
- Fire Apparatus Engineer class is at the halfway point.
- Elevator response
- Mass casualty response review.
- Preparing for active shooter drill.
- Boat training on the river.

C. Inspections , Fire Prevention and Public Education

Plan Reviews:

- Fire alarm plan review 2500 BMC Dr.
- Plan review Whitestone Apartments 14801-14837 Normandy Blvd.
- Fire sprinkler plan review 15575 Bay Front BLVD.
- Fire sprinkler plan review 10521 S. 15th St.
- Remodel plan review 1003 Lincoln Rd.
- Plan review remodel 3604 Twin Creek Dr. # 111.
- Plan review 2904 Samson Way.
- Remodel plan review 1420 Harlan Dr.
- Fire alarm plan review 3905 Twin Creek Dr. # 101.
- Plan review remodel 4005 Twin Creek Dr. # 105.
- Fire alarm plan review 1729 Scarborough Dr.



City of Bellevue Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Inspections:

- 513 Ft Crook Rd N. Pollo Feliz Courtesy Inspection
- 2020-22 Gregg Rd Apt Sprinkler Acceptance test
- Holiday Inn Broken Sprinkler Follow up Inspection
- Fontenelle Burn Permit
- 2020-22 Gregg Rd Apt Fire Alarm Acceptance test
- Cornhusker Express New Construction Insp.
- Pollo Feliz Follow up insp.
- 14202 Harlan Lewis Dr. Final Inspection

Fire Prevention/Public Education:

- 1 new Smoke and CO detector install
- 1 Detector battery replacement
- 1 Birthday Drive by Honk n Wave
- 2 Career Fairs
- 3 Station Tours
- 1 Coloring w/ Firefighters (library)

D. Calls: February 25th through March 26th

Fire – 438

Rescue – 88



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

E. Ambulance Billing

February 1-28, 2026

\$ 303,266.60 in claims sent to health insurance companies February 1-28, 2026 (344 insurance claims).

<\$136,469.97> approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of \$303,266.80

=====

\$ 166,796.63 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$116,581.46 deposited into the bank February 1-28, 2026

10,146.19 additional revenue in Credit/Debit/HSA card payments

=====

\$126,727.65 TOTAL February 1-28, 2026 rescue fee revenue

\$292,149.90 This figure represents the total "patient responsibility" balance due, as of 02.28.2026, for the past 30-180 days.

F. Manpower Report Staffing

Staffing Report from 2/23/2026 through 3/1/2026

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	Full	
Wednesday	PM	T31	3 Person
Thursday	AM	E41, T31	3 Person
Thursday	PM	Full	
Friday	AM	T31	3 Person
Friday	PM	T31	3 Person
Saturday	AM	E1, T21, E41	3 Person
Saturday	PM	T21	3 Person
Sunday	AM	Full	
Sunday	PM	Full	



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 3/2/2026 through 3/8/2026

Monday	AM	E1	3 Person	
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E1	3 Person	
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	E1, T21, T31	3 Person	
Friday	PM	E1, T21, T31	3 Person	
Saturday	AM	E41, T31	3 Person	
Saturday	PM	E41	3 Person	
Sunday	AM	Full		
Sunday	PM	Full		

Staffing Report from 3/9/2026 through 3/15/2026

Monday	AM	T21, T31	3 Person	
Monday	PM	T31	3 Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E41, T21	3 Person	
Wednesday	PM	E41, T21	3 Person	
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	E1	3 Person	
Friday	PM	E1	3 Person	
Saturday	AM	T21, T21, E41	3 Person	
Saturday	PM	T21, T21, E41	3 Person	
Sunday	AM	E1	3 Person	
Sunday	PM	E1	3 Person	



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 3/16/2026 through 3/22/2026

Monday	AM	T31	3 Person	
Monday	PM	T31	3 Person	
Tuesday	AM	E41, T31	3 Person	
Tuesday	PM	Full		
Wednesday	AM	E41, T31	3 Person	
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	E1, T21, T31, E41	3 Person	
Friday	PM	T31	3 Person	
Saturday	AM	E1, T21, E41	3 Person	
Saturday	PM	E1	3 Person	
Sunday	AM	Full		
Sunday	PM	Full		

Staffing Report from 3/23/2026 through 3/29/2026

Monday	AM	Full		
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	T21	3 Person	
Wednesday	PM	T21, T31, E41	3 Person	
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	Full		
Friday	PM	Full		
Saturday	AM	T21, T31, E41	3 Person	
Saturday	PM	E1, T31, T21, E41	3 Person	
Sunday	AM	T31	3 Person	
Sunday	PM	Full		

BELLEVUE POLICE DEPARTMENT
MEMORANDUM

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: March 2026 Directors Report

DATE: March 31, 2026



- 3/03 – Board of Equalization Meeting
 - City Council Meeting
- 3/04 – Mayor’s Youth Council
- 3/07 – BPD Banquet
- 3/09 – Mayor’s Youth Council
- 3/16 – NE Traffic Stop Data Subcommittee
- 3/23 – State of the City
- 3/24 – SDLEA Meeting
- 3/31 – Traffic Meeting
 - Mayor’s Youth Council