

## Bellevue City Council Meeting

Tuesday, May 19, 2026 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Dave Scrabeck, Spirit Life Church, 4815 Harrison Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda **(Items marked with an (\*) are approved where this item is, unless otherwise removed)**
    1. (\*) Approval of the May 5, 2026 City Council Minutes.
6. APPROVAL OF CLAIMS - May 19, 2026
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION:
  - a. Traffic on Cedar Island Road and Linda Street - Linda Veneck, 2624 Linda.
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
  - a. Ordinance No. 4216: Request to amend Sections 5.26, 5.27, and 5.28, City of Bellevue Zoning Ordinance, to remove self-storage facilities as a permitted use and require a conditional use permit in the Flex (FX), Light Manufacturing (ML), and Heavy Manufacturing (MH) zoning districts. (Planning Director)
  - b. Ordinance No. 4217: An ordinance to establish the Bellevue Museum and authorize the Mayor to sign. (Administration)
13. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 4218: Approve the Sale and Conveyance of City Property to Wonder Lodging LLC and to sign the Purchase & Sale Agreement. (Economic & Community Development Director) **(Request to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)**
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
  - a. Recommendation to approve the Special Fireworks Application for Bellino Fireworks to provide a special fireworks display for Bellevue Rocks Festival on Thursday, June 4, 2026, American Heroes Park, beginning at approximately 10:00 p.m. (City Clerk)
15. RESOLUTIONS:
  - a. Resolution No. 2026-09: Requesting the Sarpy County Board of Commissioners cede zoning jurisdiction of that part of said Tax Lots 15 and 17, Section 26, along with Part of Tax Lot 1 in Section 25, within its zoning jurisdiction to the City of Bellevue and authorize the Mayor to sign. (Planning Director)
16. CURRENT BUSINESS:
  - a. Approve and authorize the Mayor to sign the Master Agreement Work Order #5 for the Bellevue Entertainment District, in an amount of -\$3,800.00. (Public Works Director)
  - b. Approve and authorize the Mayor to sign Change Order #2 with Vrana Civil for the Bellevue Entertainment District Phase I Infrastructure for Hidden Valley intersection work, in an amount not to exceed \$259,385.84. (Public Work Director)

c. Approve and authorize the Mayor to sign Change Order #3 with Vrana Civil for the Bellevue Entertainment District Phase I Infrastructure for storm sewer revision, in an amount not to exceed \$50,181.50. (Public Work Director)

d. Approve and authorize the Mayor to sign the Agreement with HDR for the American Heroes Park Floodplain Permit, in an amount not to exceed \$35,900.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the Agreement and execute the Notice of Award with Navarro Lawn & Landscape (NLL Enterprise) for the 2026 Concrete Projects - Package 2, in an amount not to exceed \$886,992.50. (Public Works Director)

f. Approve and authorize the Mayor to sign the Agreement and execute the Notice of Award with Stanek Industries LLC for the 2026 Concrete Projects - Package 1, in an amount not to exceed \$763,049.50. (Public Works Director)

g. Approve the purchase of Front-End Loader Plow Equipment from Henderson Equipment for the Streets Department, in an amount not to exceed \$16,824.75. (Public Works Director)

h. Approve and authorize the Mayor to sign the proposal from Cornhusker International Trucks to purchase a single-axle hook truck with anti-icing & plow equipment for Street Department, in an amount not to exceed \$376,544.20. (Public Works Director)

i. Approve and authorize the Mayor to sign the Proposal and Waiver with Omaha Public Power District to remove and relocate streetlights along Hidden Valley Drive for the Bellevue Entertainment District Project, in an amount not to exceed \$28,679.00. (Public Works Director)

j. Approve and authorize the Mayor to sign the Proposal and Waiver with Omaha Public Power District to install decorative lighting for the Bellevue Bay Entertainment District Project, in an amount not to exceed \$394,050.00. (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(May Report will be attached to the June 2nd Council Packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

# MINUTE RECORD

\*5b1.  
5/19/2026

Bellevue City Council Meeting, May 5, 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 May 5, 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 Burns, to approve the consent agenda consisting of the following items: Approval of the April 21, 2026 City Council Minutes; and Acknowledge receipt of April 23, 2026 Planning Commission 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 Casey, seconded by McCaw, to approve May 5, 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:**

**Proclamation declaring May 17 - 23, 2026 as "Bike Week" and May 20, 2026 as "The International Ride of Silence Day" in the City of Bellevue.** (Mayor Hike)

Mr. Michael McGee, 3027 South 49<sup>th</sup> Avenue, Omaha, provided a history and description on the International Ride of Silence.

## **ORGANIZATIONAL MATTERS: NONE**

## **APPROVED CITIZEN COMMUNICATION: NONE**

## **LIQUOR LICENSES: NONE**

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

**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)

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 was read for the third and final time.

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

# MINUTE RECORD

Bellevue City Council Meeting, May 5, 2026, Page 2

## **ORDINANCES FOR PUBLIC HEARING: (Second Reading): NONE**

### **ORDINANCES FOR INTRODUCTION (1st reading):**

**Ordinance No. 4216: Request to amend Sections 5.26, 5.27, and 5.28, City of Bellevue Zoning Ordinance, to remove self-storage facilities as a permitted use and require a conditional use permit in the Flex (FX), Light Manufacturing (ML), and Heavy Manufacturing (MH) zoning districts.** (Planning Director)

Ordinance No. 4216: An ordinance to amend sections 5.26, 5.27, and 5.28 of the City of Bellevue, Nebraska Zoning Ordinance regarding requiring a Conditional Use Permit for self-storage facilities in the FX, ML, and MH Zoning Districts; 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 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 May 19, 2026.

**Ordinance No. 4217: An ordinance to establish the Bellevue Museum and authorize the Mayor to sign.** (Administration)

Ordinance No. 4217: An Ordinance to amend Chapter 21, of the Bellevue Municipal Code by adding a new Article III, Sections 21-38 to 21-48 to hereby establish in the city a museum which shall forever be kept and maintained by the city, and shall be known as the Bellevue Museum; to repeal conflicting ordinances and sections 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 May 19, 2026.

## **PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE**

### **RESOLUTIONS:**

**Resolution No.: 2026-08 Amend Master Fee Schedule.** (City Clerk)

**Motion** was made by Welch, seconded by Collins, to approve Resolution No. 2026-08: Amend Master Fee Schedule.

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

### **CURRENT BUSINESS:**

**Approval of the Contract with Collective Data for the April 2026 to April 2027 Fleet Maintenance Software Renewal, in an amount not to exceed \$32,000.00.** (Public Works Director)

**Motion** was made by Casey, seconded by McCaw, approval of the Contract with Collective Data for the April 2026 to April 2027 Fleet Maintenance Software Renewal, in an amount not to exceed \$32,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve the purchase of one (1) Ford F550 truck from Anderson Ford to replace two (2) trucks for the Wastewater Department, in an amount not to exceed \$188,682.00 and authorize the Mayor to sign.** (Public Works Director)

**Motion** was made by Collins, seconded by Welch, to approve the purchase of one (1) Ford F550 truck from Anderson Ford to replace two (2) trucks for the Wastewater Department, in an amount not to exceed \$188,682.00 and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Agreement with MUD for the Mission Avenue Streetscape Reconstruction - MUD Watermain Warren Street Project, in an amount not to exceed \$341,100.00.** (Public Works Director)

**Motion** was made by Casey, seconded by Collins, to approve and authorize the Mayor to sign the Agreement with MUD for the Mission Avenue Streetscape Reconstruction - MUD Watermain Warren Street Project, in an amount not to exceed \$341,100.00. 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.

# MINUTE RECORD

Bellevue City Council Meeting, May 5, 2026, Page 3

**Approve final payment application with NL&L Concrete for the 2025 Concrete Projects — Package 1, in an amount of \$39,988.84; Approve final change order in the amount of -\$82,999.10; Approve project as substantially complete and accept final project quantities and authorize the Mayor to sign.** (Public Works Director)

**Motion** was made by Welch, seconded by McCaw, to approve final payment application with NL&L Concrete for the 2025 Concrete Projects — Package 1, in an amount of \$39,988.84; Approve final change order in the amount of -\$82,999.10; Approve project as substantially complete and accept final project quantities and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Agreement with Schemmer Associates for professional construction engineering services on the 2026 Concrete Projects - Package 2.** (Public Work Director)

**Motion** was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the Agreement with Schemmer Associates for professional construction engineering services on the 2026 Concrete Projects - Package 2. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve the Agreement/Quote with DC Electric for the Swanson Park Lighting Project, in an amount not to exceed \$38,588.00.** (Public Works Director)

**Motion** was made by Collins, seconded by McCaw, to approve the Agreement/Quote with DC Electric for the Swanson Park Lighting Project, in an amount not to exceed \$38,588.00. 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 JEO Consulting Group Inc. for Scope of Work on the Drainage Improvements at 25th & Olive Street, in an amount not to exceed \$24,500.00.** (Public Works Director)

**Motion** was made by McCaw, seconded by Collins, to approve and authorize the Mayor to sign the Agreement with JEO Consulting Group Inc. for Scope of Work on the Drainage Improvements at 25th & Olive Street, in an amount not to exceed \$24,500.00. 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 Release and Re-dedication of the Permanent Sanitary Sewer Easement for Lot 1, Fontenelle Hills Estates IV.** (Public Works Director)

**Motion** was made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign the Release for Lot 1, Fontenelle Hills Estates IV. 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.

**Motion** was made by Casey, seconded by McCaw, to approve and authorize the Re-dedication of the Permanent Sanitary Sewer Easement for Lot 1, Fontenelle Hills Estates IV. 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 Release and Re-dedication of the Permanent Sanitary Sewer Easement for Lot 2, Fontenelle Hills Estates IV.** (Public Works Director)

**Motion** was made by McCaw, seconded by Preister, to approve and authorize the Mayor to sign the Release for Lot 2, Fontenelle Hills Estates IV. 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.

**Motion** was made by Welch, seconded by Collins, to approve and authorize the Re-dedication of the Permanent Sanitary Sewer Easement for Lot 2, Fontenelle Hills Estates IV. 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 Release and Re-dedication of the Permanent Storm Sewer Easement for Lot 1, Fontenelle Hills Estates IV.** (Public Works Director)

**Motion** was made by Casey, seconded by Collins, to approve and authorize the Mayor to sign the Release for Lot 1, Fontenelle Hills Estates IV. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, May 5, 2026, Page 4

**Motion** was made by Casey, seconded by Collins, to approve and authorize the Re-dedication of the Permanent Storm Sewer Easement for Lot 1, Fontenelle Hills Estates IV. 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 (**April Report will be attached to May 5th Council Packet**)

## **CLOSED SESSION: NONE**

## **ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Welch, seconded by Collins, the meeting was adjourned at 6:24 p.m.

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.

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Susan Kluthe, City Clerk

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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 May 5, 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.

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Susan Kluthe, City Clerk

# MINUTE RECORD

6.  
5/19/2026

## CLAIMS FOR 2026/05/19 COUNCIL MEETING - Amended

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### MAYOR

AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	43.20
		<u>\$ 5,042.20</u>

### CITY ADMINISTRATOR

AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	86.40
CAPITAL BUSINESS SYSTEMS, INC	2026/03/20-04/19 COPIER EXPENSE	139.16
CENTURY LINK	2026/03/22-04/21 MONTHLY SERVICE	31.54
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE307746	85.54
US BANK VOYAGER FLEET SYSTEMS	2026/03/31M FUEL PURCHASES	82.25
		<u>\$ 424.89</u>

### LEGAL

AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	154.74
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE307746	15.10
KUTAK ROCK, LLP	2026/03/09-03/11 PROFESSIONAL SERVICES	880.00
		<u>\$ 1,049.84</u>

### CABLE ADVISORY

AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	43.20
COX BUSINESS SERVICES	2026/04/19-05/18 MONTHLY SERVICE	9.04
FORTE	VISUALIZER EQUIPMENT FOR COUNCIL CHAMBER	10,520.48
FORTE	2026/03/01-2027/02/28 SYSTEM SUPPORT AGREEMENT	16,700.25
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE307746	75.48
		<u>\$ 27,348.45</u>

### CITY CLERK

CENTURY LINK	2026/04/22-05/21 MONTHLY SERVICE	15.77
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE307746	130.83
SHIRLEY HARBIN	REIMB MILEAGE FOR SEACA MEETING	111.50
		<u>\$ 258.10</u>

### FINANCE/RISK MANAGEMENT

AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	199.32
CENTURY LINK	2026/04/22-05/21 MONTHLY SERVICE	15.77
CAPITAL BUSINESS SYSTEMS, INC	2026/03/21-04/20 COPIER EXPENSE	280.44
HANEY SHOE STORE	SAFETY SHOES-J HURTT	145.99
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE307746	110.70
INDOFF, INC	COPY PAPER	363.93
RED WING BUSINESS ADVANTAGE	SAFETY SHOES-S KELLER	179.99
		<u>\$ 1,296.14</u>

### LIBRARY

CENTURY LINK	2026/04/11-05/10 MONTHLY SERVICE	146.93
CAPITAL BUSINESS SYSTEMS, INC	2026/03/31-04/29 COPIER EXPENSE	222.46
INGRAM LIBRARY SERVICES LLC	BOOKS	2,530.96
PRONUNCIATOR	2026/07/01-06/30/27 PRONUNCIATOR SUBSCRIPTION	1,850.00
RUFF WATERS, INC	2026/04/30M AQUARIUM MAINTENANCE & SUPPLIES	336.94
TRAVELERS	2026/04/30 PAID LOSS RECOVERY	5,561.00
		<u>\$ 10,648.29</u>

# MINUTE RECORD

## CLAIMS FOR 2026/05/19 COUNCIL MEETING

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### ADMINISTRATIVE SERVICES/PERSONNE

AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	129.60
BEST CARE EAP	2026/04/01-2027/03/31 EMPLOYEE ASSISTANCE	6,500.00
BEST CARE EAP	2026/04/01-2027/03/31 EMPLOYEE ASSISTANCE	280.20
CENTURY LINK	2026/04/22-05/21 MONTHLY SERVICE	15.77
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE307746	85.55
INTEGRATED CARE, LLC	PHYSICAL CAPACITY PROFILE TESTS-HURTT, MONLUX	260.00
OMAHA PUBLIC POWER DISTRICT	2026/03/23-04/21 MONTHLY SERVICE	203.07
PRINCIPAL FINANCIAL GROUP	PARTICIPANT MAILING	678.67
SIMPLIVERIFIED, LLC	BACKGROUND CHECKS	487.85
TRALIAN OPERATING, LLC	PREVENTING WORKPLACE HARASSMENT TRAINING	350.90
US BANK VOYAGER FLEET SYSTEMS	2026/03/31M FUEL PURCHASES	1,955.40
		<b>\$ 10,947.01</b>

### CODE ENFORCEMENT

AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	216.00
CENTURY LINK	2026/04/22-05/21 MONTHLY SERVICE	15.77
CROW LAWN CARE LLC	2026/04/09-04/16 CODE CLEANUP	2,500.00
GREAT PLAINS UNIFORMS	UNIFORM ITEMS, EMBROIDERY, SEW ON PATCHES, SHOES-KUHLMAN	500.00
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE195089	5.45
PAPILLION SANITATION	2026/04/20 CODE CLEANUP	1,301.30
US BANK VOYAGER FLEET SYSTEMS	2026/03/31M FUEL PURCHASES	775.85
		<b>\$ 5,314.37</b>

### PUBLIC WORKS

AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	432.40
CAPITAL BUSINESS SYSTEMS, INC	2026/03/22-04/21 COPIER EXPENSE	89.75
CENTURY LINK	2026/04/22-05/21 MONTHLY SERVICE	31.54
CHARLES VRANA & SONS	BPW 240802-ENTERTAINMENT DIST-PHASE I THRU	202,065.46
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE195089	9.15
HGM ASSOCIATES INC	BPW 250702 2025-2026 BRIDGE INSPECTIONS THRU 2025/12/31	11,316.86
HILL-FARRELL ASSOCIATES, INC	LOCATE SEWER LINES & CORRECT EASEMENTS LOTS 1 &	1,665.00
NEBRASKA IOWA SUPPLY COMPANY,	FUEL FOR CITY TANKS	2,526.63
ONE CALL CONCEPTS	2026/04/30M LOCATES	1,589.02
		<b>\$ 219,725.81</b>

### PARKS

AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	83.74
A-RELIEF SERVICES	2026/03/29-04/25 PORTABLE RESTROOMS SWANSON	199.00
A-RELIEF SERVICES	2026/04/06-05/03 PORTABLE RESTROOMS BICYCLE CLUB	103.00
A-RELIEF SERVICES	2026/04/06-05/03 PORTABLE RESTROOMS HAWORTH	103.00
CAPITAL BUSINESS SYSTEMS, INC	2026/03/18-04/17 COPIER EXPENSE	25.51
CENTURY LINK	2026/04/22-05/21 MONTHLY SERVICE	15.77
CROW LAWN CARE LLC	PARK MOWING (39)	1,357.20
CROW LAWN CARE LLC	PARK MOWING (39)	1,357.20
DC ELECTRIC/HEARTLAND LIGHTING	AHP FOUNTAIN - WIRING & LABOR	20,247.34
DOSTALS CONSTRUCTION CO	SUPPLY (1) 6FT PARK BENCH	800.00
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE697770	90.95

# MINUTE RECORD

## CLAIMS FOR 2026/05/19 COUNCIL MEETING

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### PARKS (cont'd)

HUGHES TREE SERVICE	GLENMORRIE PARK - REMOVAL OF DEAD COTTONWOOD	3,750.00
OMAHA PUBLIC POWER DISTRICT	2026/03/03-04/01 MONTHLY SERVICE	107.48
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	1,101.79
OMAHA PUBLIC POWER DISTRICT	2026/03/23-04/21 MONTHLY SERVICE	33.47
OMAHA PUBLIC POWER DISTRICT	2026/03/24-04/22 MONTHLY SERVICE	428.69
OMAHA PUBLIC POWER DISTRICT	2026/03/26-04/24 MONTHLY SERVICE	73.32
PRIDE HOME MAINTENANCE SERVICES, INC	AHP FOUNTAIN - REPAIRED CUT IRRIGATION LINE DUE TO BORING	925.00
READY MIXED CONCRETE COMPANY	CONCRETE	956.97
TY'S OUTDOOR POWER & SERVICE	CUTTING EDGES	87.84
US BANK VOYAGER FLEET SYSTEMS	2026/03/31M FUEL PURCHASES	2,212.04
XCEL GROUNDS MANAGEMENT	2026 PARKS LANDSCAPE CLEANUP	7,200.00
		<b>\$ 41,259.31</b>

### RECREATION

AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	126.94
CENTURY LINK	2026/04/22-05/21 MONTHLY SERVICE	94.62
MIDWEST IMPRESSIONS	SUMMER BASEBALL & SOFTBALL SHIRTS & HATS	16,912.15
OMAHA PUBLIC POWER DISTRICT	2026/03/03-04/01 MONTHLY SERVICE	52.21
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	248.85
OMAHA PUBLIC POWER DISTRICT	2026/03/23-04/21 MONTHLY SERVICE	316.35
OMAHA PUBLIC POWER DISTRICT	2026/03/24-04/22 MONTHLY SERVICE	35.49
US BANK VOYAGER FLEET SYSTEMS	2026/03/31M FUEL PURCHASES	100.39
		<b>\$ 17,887.00</b>

### FACILITY MAINTENANCE

AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	86.40
CARPENTER PAPER CO	TOWELS, TISSUE, LINERS, MATS, HAND SOAP	1,518.06
CENTURY LINK	2026/04/22-05/21 MONTHLY SERVICE	47.31
CERRIS SYSTEMS NORTH CENTRAL, CERTAPRO PAINTERS	CHECK NOISE FROM HP UNIT-K9 UNIT AND MAILROOM PAINT THE FIRE TRAINING SITE	306.50
HD SUPPLY FACILITIES MAINTENANCE	JANITORIAL SUPPLIES	7,525.00
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE173904	1,440.44
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE185987	41.23
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE387012	15.73
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE531772	91.80
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE537731	39.10
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 ILA057815	13.60
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 ILA068052	28.05
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 NGM351570	35.66
HEARTLAND PNEUMATIC	REPLACED FAILED FLOAT DRAIN-DIST 4	5.53
IDEAL PURE WATER COMPANY	BOTTLED WATER	889.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	35.50
NEBRASKA STATE FIRE MARSHALL AGENCY	NE24690 & NE24691 -1510 WALL-ANNUAL BOILER CERTIFICATE	151.82
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	72.00
OMAHA PUBLIC POWER DISTRICT	2026/03/23-04/21 MONTHLY SERVICE	814.83
OMAHA PUBLIC POWER DISTRICT	2026/03/24-04/22 MONTHLY SERVICE	209.75
ROCHESTER MIDLAND CORPORATION	2026/05/31M WATER ENERGY TEAM FIXED BILLING	39.84
TRICO MECHANICAL SERVICES	INSTALL MINI-SPLITS-DIST 2	399.60
US BANK VOYAGER FLEET SYSTEMS	2026/03/31M FUEL PURCHASES	11,288.00
		870.65
		<b>\$ 25,965.40</b>

# MINUTE RECORD

## CLAIMS FOR 2026/05/19 COUNCIL MEETING

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### CEMETERY

AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	43.20
CAPITAL BUSINESS SYSTEMS, INC	2026/05/06-06/05 COPIER EXPENSE	17.51
CENTURY LINK	2026/04/22-05/21 MONTHLY SERVICE	12.53
OMAHA PUBLIC POWER DISTRICT	2026/03/23-04/21 MONTHLY SERVICE	687.67
READY MIXED CONCRETE COMPANY	CONCRETE FOR CEMETERY STREET LIGHTS	402.33
US BANK VOYAGER FLEET SYSTEMS	2026/03/31M FUEL PURCHASES	281.70
WINDY PRAIRIE SYSTEMS, INC	2026/06/01-2027/05/31 ONLINE HOSTING, KIOSK MAINTENANCE	2,300.00
		<b>\$ 3,744.94</b>

### STREETS

AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	256.54
ALFRED BENESCH & COMPANY	BPW 220813-STREETSCAPING & RECON 2026/02/09-	7,872.40
ALFRED BENESCH & COMPANY	BPW 220813-STREETSCAPING & RECON 2026/03/09-	1,896.00
AVERY RENTS	PROPANE	89.21
CENTURY LINK	2026/04/22-05/21 MONTHLY SERVICE	78.85
CONCRETE SUPPLY, INC	CONCRETE	1,910.00
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE231905	93.08
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE642709	95.63
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE697769	51.00
HUGHES MULCH PRODUCTS	DARK BROWN/COLORIZED MULCH	1,540.00
INDEPENDENT SALT CO	ICE CONTROL SALT	6,509.38
INDOFF, INC	COPY PAPER	183.96
JEO CONSULTING GROUP, INC	BPW 250120-INDUSTRIAL RD DRAINAGE IMP 2026/03/20-	4,397.50
LOGAN CONTRACTORS SUPPLY	MAG PAVERS STRAIGHT EDGE	245.00
MARTIN ASPHALT	DYED MULCH, COFFEE	260.00
MARTIN ASPHALT	BULK ASPHALT TACK	364.00
METROPOLITAN UTILITIES DISTRICT	BPW 240109-MISSION AVE STREETSCAPE WATERMAIN WARREN	341,100.00
MICHAEL TODD INDUSTRIAL SUPPLY	50LBS REFLECTIVE GLASS BEADS	916.10
MIDWEST SALES & SERVICE CO	3.5 X 12 X 16 TREATED WOOD, FREIGHT	4,964.88
NL & L CONCRETE INC	BPW 250102-CONCRETE PROJECTS 2025/11/27-2026/04/10-FINAL	39,988.84
OMAHA PUBLIC POWER DISTRICT	2026/03/03-04/01 MONTHLY SERVICE	130.41
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	794.64
OMAHA PUBLIC POWER DISTRICT	2026/03/20-04/20 MONTHLY SERVICE	199.00
OMAHA PUBLIC POWER DISTRICT	2026/03/23-04/21 MONTHLY SERVICE	42.52
OMAHA PUBLIC POWER DISTRICT	2026/03/24-04/22 MONTHLY SERVICE	753.41
OMAHA PUBLIC POWER DISTRICT	2026/03/26-04/24 MONTHLY SERVICE	13,492.55
OMAHA PUBLIC POWER DISTRICT	2026/03/30-04/28 MONTHLY SERVICE	104,380.24
PRECISE MRM LLC	2026/03/31M FLAT DATA PLAN	1,196.00
READY MIXED CONCRETE COMPANY	CONCRETE	8,833.79
TREES SHRUBS AND MORE	DYED MULCH, COFFEE	480.00
UMB BANK - TRUST OPERATIONS	2026/06/15 UMB BOND PAYMENT	48,835.00
UMB BANK - TRUST OPERATIONS	2026/06/15 UMB BOND PAYMENT	235,000.00
UMB BANK - TRUST OPERATIONS	2026/06/15 UMB BOND PAYMENT	19,026.25
US BANK VOYAGER FLEET SYSTEMS	2026/03/31M FUEL PURCHASES	5,703.40
		<b>\$ 851,679.58</b>

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### FLEET MAINTENANCE

AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	118.48
911 CUSTOM, LLC	ARROW STICK TRAFFIC ADVISOR	658.00
ARNOLD MOTOR SUPPLY	SUPER STRENGTH MODLING TAPE	10.54
AUTOMOTIVE WAREHOUSE DIST, INC	FILTERS, BEARINGS, RELAYS, SPARK PLUGS, PAINT	427.60
AUTOZONE, INC	AUTO LIGHTERS	19.92
BAXTER FORD OF OMAHA	PROCESSOR, SOLENOID, GRILLE, AXLE DIFFERENTIAL	2,903.98
CAPITAL BUSINESS SYSTEMS, INC	2026/03/20-04/19 COPIER EXPENSE	60.51
CENTURY LINK	2026/04/22-05/21 MONTHLY SERVICE	47.31
CLAYS PUMP & EQUIPMENT CO	OIL HOSE REEL REPAIR	2,545.07
CORNHUSKER INTERNATIONAL	FLEETGUARD	47.86
CRAIG SCHWISOW	REIMB FOR CDL LICENSE	64.00
CUMMINS SALES AND SERVICE	PRESSURE RELIEF VALVE, EXHAUST PIPE	1,141.75
DULTMEIER SALES LLC	POLYPRO TEES, HOSE BARB, FITTINGS, FILTERS	24.45
FACTORY MOTOR PARTS CO	STARTER MOTOR ASSEMBLY, CORE, SPARK PLUGS	395.36
GALVIN GLASS	REPLACE BACK WINDOWS, WIPER SHAFT	985.24
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE262116	73.53
IDEAL PURE WATER COMPANY	BOTTLED WATER	87.00
INTERSTATE BATTERIES	BATTERIES	940.91
JEBRO, INC	RECYCLE ANTI FREEZE AND OIL	165.00
JONES AUTOMOTIVE	WHELEN DOME LIGHTS	713.12
KIMBALL MIDWEST	BRAID SPLIT LOOM	157.79
LOGAN CONTRACTORS SUPPLY	OFF-ON SWITCH, IGNITION COIL	141.79
METROPOLITAN COMMUNITY COLLEGE	TUITION FOR CDL TRAINING-C SCHWISOW	418.00
MGX EQUIPMENT SERVICES, LLC	PINS, FREIGHT	93.80
MITCHELL 1	2026/03/04-2027/03/03 PRODEMAND ONLY	2,028.00
NAPA AUTO PARTS	GOVERNMENT SUBSCRIPTION	
	FILTERS, SHOCK ABSORBERS, SUSPENSION STRUTS,	1,745.31
	CARBURETOR CLEANER	
NEBRASKA IOWA INDUSTRIAL	BLACK TY-RAP, REC BLADE, SHROUD BODY, TERMINALS,	571.62
FASTENERS, INC	NUTS, DRILL BITS	
OMAHA PUBLIC POWER DISTRICT	2026/03/24-04/22 MONTHLY SERVICE	1,007.14
RIVER CITY RECYCLING/METRO	TIRE DISPOSAL FEE	627.00
SEAGRAVE FIRE APPARATUS, LLC	DISCHARGE PADDLE WHEEL FLOWMINDER, CAB TILT	2,326.05
	REMOTE CONTROLLER	
SERVICE EXPRESS CO, INC	GREASE FILLINGS	91.80
TERMINAL SUPPLY CO	SOLID SOCKET TERMINALS	126.08
TOYNE, INC	SURGE CAP, INTAKE TAGS, WINDOW REGULATOR	341.93
US BANK VOYAGER FLEET SYSTEMS	2026/03/31M FUEL PURCHASES	803.67
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS RENTAL	353.62
WOODHOUSE PLATTSMOUTH	DIAGNOSE ENGINE LIGHT	457.60
		<b>\$ 22,720.83</b>

### SOLID WASTE

PAPILLION SANITATION	2026/03/31-04/14 GLASS RECYCLING	659.01
PAPILLION SANITATION	2026/04/30M TRASH HAULING FEES	374,543.97
		<b>\$ 375,202.98</b>

### PLANNING

AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	43.20
CENTURY LINK	2026/04/22-05/21 MONTHLY SERVICE	15.77
CAPITAL BUSINESS SYSTEMS, INC	2026/03/18-04/17 COPIER EXPENSE	51.16
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE195089	8.28
INDOFF, INC	COPY PAPER	163.98
TAMMI PALM	REIMB MILEAGE AND PER DIEM FOR CONFERENCE	126.40
		<b>\$ 408.79</b>

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### PERMITS & INSPECTIONS

GOVWELL TECHNOLOGIES, INC	2026/04/27-2027/04/26 GOVWELL SUBSCRIPT & IMPLEMENT-INV 1208	104,900.00
AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	621.04
CAPITAL BUSINESS SYSTEMS, INC	2026/03/18-04/17 COPIER EXPENSE	236.54
CENTURY LINK	2026/04/22-05/21 MONTHLY SERVICE	15.77
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE195089	11.06
INDOFF, INC	COPY PAPER	137.97
US BANK VOYAGER FLEET SYSTEMS	2026/03/31M FUEL PURCHASES	1,069.73
		<b>\$ 106,992.11</b>

### POLICE

BENEFIT PLANS	2026/05/31M POLICE PENSION PLAN-MD, JG, MG	8,817.56
3SI SECURITY SYSTEMS, INC	2026/06/01-2027/05/31 TRACKING SERVICE	720.00
AARDVARK	TWO SWAT VESTS FOR NEW SWAT OFFICERS	6,330.00
AARDVARK	POLICE ID PATCHES - SWAT VEST	210.00
ABM SUPPLY	WINDSTOPPERS, WATCH CAPS, SHIRTS, PANTS, WINTER JACKETS	2,135.00
AMAZON WEB SERVICES, INC	2026/04/30M AMAZON WEB SERVICES	1,391.78
A-RELIEF SERVICES	2026/04/02-04/29 PORTABLE RESTROOMS	199.00
AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	4,329.96
AUTO BODY AUTHORITY	TOW CHARGES	375.00
BELLEVUE ANIMAL HOSPITAL	VET VISITS-KADO	246.96
CAPITAL BUSINESS SYSTEMS, INC	2026/03/17-04/16 COPIER EXPENSE	383.80
CCAP AUTO LEASE	2026/05/31M USPIS VEHICLE LEASE	596.68
CENTURY LINK	2026/04/22-05/21 MONTHLY SERVICE	126.16
CITY OF OMAHA	2026/01/19-02/17 FORENSIC SERVICE	700.00
CONNER PSYCHOLOGICAL SERVICES	2026/03/31M PSYCHOLOGICAL TESTING	2,790.00
CONNER PSYCHOLOGICAL SERVICES	2026/01/31M PSYCHOLOGICAL TESTING	1,925.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	165.05
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE	1,000.00
GREAT PLAINS UNIFORMS	VELCRO PANELS-M CARRILLO	37.50
GREAT PLAINS UNIFORMS	TACTICAL PANTS, SHIRTS-C TOTH	98.99
GREAT PLAINS UNIFORMS	EMBROIDER STRIPES, BACK PANEL-J MAGUIRE	159.00
GREAT PLAINS UNIFORMS	METAL WINGS-MOTOR UNIT	79.00
GREAT PLAINS UNIFORMS	JOB SHIRT, EMBROIDERY-S VEST	84.99
GREAT PLAINS UNIFORMS	VELCRO BADGE-N RIDLEY	10.00
GREAT PLAINS UNIFORMS	NAMETAGS, DUTY TROUSERS, SHIRT, SEW ON PATCHES-D MIRAGLIA	489.99
GREAT PLAINS UNIFORMS	NAMETAGS, DUTY TROUSERS, SHIRT, SEW ON PATCHES-S HART	441.21
GREAT PLAINS UNIFORMS	NAMETAGS, DUTY TROUSERS, SHIRT, SEW ON PATCHES-A BAYAGICH	586.20
GREAT PLAINS UNIFORMS	NAMETAGS, DUTY TROUSERS, SHIRT, SEW ON PATCHES-A MENDOZA	432.24
GREAT PLAINS UNIFORMS	NAMETAGS, DUTY TROUSERS, SHIRT, SEW ON PATCHES-E STEWART	545.98
GREAT PLAINS UNIFORMS	BALLISTIC VEST-D BEES	1,300.00
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE195089	195.99
HOPE VALENTINE, LLC	2026/04/30M MENTAL HEALTH 8 HOURS	1,200.00
HUSKER AUTO GROUP	2026 CHEVROLET TRAVERSE VIN #1GNEVGKS5TJ333461	39,382.00
HYUNDAI MOTOR FINANCE	2026/05/31M LEASE PMT - HIDTA-DEA-SIMONES	720.01
JACKSON SERVICES, INC	DOOR MAT SERVICE	102.10
JEREMY JOHNSON PHOTOGRAPHY	DETECTIVE OF THE YEAR-BUSINESS PORTRAIT-JEZEK	25.00
JEREMY JOHNSON PHOTOGRAPHY	OFFICER OF THE YEAR-BUSINESS PORTRAIT-MONAY	25.00
JOHN KOLBE	REIMB PER DIEM FOR TRAINING	107.48
KUTAK ROCK, LLP	2026/03/09-03/11 PROFESSIONAL SERVICES	880.00
MATRIX BUSINESS SYSTEMS INC	2026/03/29-04/30 COPIER EXPENSE	249.38

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### POLICE (cont'd)

MICHAEL JARVIS	REIMB PER DIEM FOR TRAINING	238.00
NEBRASKA LAW ENFORCEMENT	SDLEA BASIC TRAINING SESSIONS-NEW ECRUITS	375.00
NEBRASKA NARCOTICS OFFICERS	2026/05/06-2027/05/05 MEMBERSHIPS (6)	150.00
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	33.28
PROJECT LIFESAVER INTERNATIONAL	TRANSMITTER KITS, BATTERIES-PROJ LIFESAVER	4,262.71
SHARP IMAGE INC	WINDOW TINTING-UNIT 137	95.00
SOUTHERN CARLSON, INC	VEHICLE WASH AND WAX CLEANER	709.00
THE GPS STORE, INC	GPS RECEIVERS (30)	1,186.20
THOMSON REUTERS - WEST	2026/04/30M ONLINE SUBSCRIPTION	520.80
TRAVELERS	2026/04/30 PAID LOSS RECOVERY	1,177.00
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY TESTING	1,873.57
US BANK VOYAGER FLEET SYSTEMS	2026/03/31M FUEL PURCHASES	18,468.78
US BANK VOYAGER FLEET SYSTEMS	2026/03/31M FUEL PURCHASES	(330.60)
		<b>\$ 108,452.75</b>

### FIRE & RESCUE

AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	1,389.65
BODY BASICS FITNESS EQUIPMENT	TRUE GRAVITY TREADMILL W/LED CONSOLE-DIST 4	5,449.00
BOUND TREE MEDICAL, LLC	STERILE WATER, CURAPLEX, CATHETER, LANCETS, ELECTRODES	2,698.01
CENTURY LINK	2026/04/22-05/21 MONTHLY SERVICE	94.62
DANKO EMERGENCY EQUIPMENT	H-FRAME CARABINER, POSITIONING BAR, PAM	723.88
DANKO EMERGENCY EQUIPMENT	NFPA RESCUE 8	193.16
ED M FELD EQUIPMENT CO	DUAL DREADMAN CONTROLLER, REGULATOR, SHOW W/COUPLINGS	3,512.00
ERIC MIXAN	REIMBURSE DUTY SHOES	166.61
FIN-TASTIC FISH	MURAL HANGING DISTRICT 1	200.00
FMC DRILLING, LLC	BORING WORK AT TRAINING SITE	3,236.00
HAIX NORTH AMERICA, INC	DUTY BOOTS-A MARTIN	135.00
HEARTLAND NATURAL GAS LLC	2026/03/31-2026/04/30 MONTHLY SERVICE BHE235679	172.13
JORDAN PECHAR	REIMB FOR BOOTS	143.92
MARCO TECHNOLOGIES, LLC	NEW COPIER FOR TRAINING SITE	9,961.54
MAX CEBALLO	REIMBURSE DUTY SHOES	265.00
McKESSON MEDICAL-SURGICAL GOVT	AMIODARONE VIALS 50MG	210.63
OMAHA PUBLIC POWER DISTRICT	2026/03/03-04/01 MONTHLY SERVICE	906.99
OMAHA PUBLIC POWER DISTRICT	2026/03/11-04/09 MONTHLY SERVICE	33.00
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	1,369.37
OMAHA PUBLIC POWER DISTRICT	2026/03/23-04/21 MONTHLY SERVICE	710.89
OMAHA PUBLIC POWER DISTRICT	2026/03/24-04/22 MONTHLY SERVICE	2,350.70
OMAHA PUBLIC POWER DISTRICT	2026/03/26-04/24 MONTHLY SERVICE	860.60
TELEFLEX LLC	EZ-IO 45MM NEEDLE (BOX OF 5), POWER DRIVER	849.00
US BANK VOYAGER FLEET SYSTEMS	2026/03/31M FUEL PURCHASES	11,342.55
		<b>\$ 46,974.25</b>

### NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2026/04/22-05/21 MONTHLY SERVICE	224.36
ABBY HIGHLAND	2026/03/31 NON-CDBG EXPENSES	2,488.75
CIVICPLUS	2026/04/01-2027/03/31 AGENDA MEETING MANAGEMENT FOR DEPTS	4,999.00
FORVIS MAZARS LLP	FINAL BILLING FOR AUDIT FYE 2025	32,675.00
GREAT PLAINS COMMUNICATIONS LLC	2026/05/31M MONTHLY SERVICE	534.47
LOCKTON COMPANIES, LLC	2026/05/31M WELLNESS CONSULTING FEE	1,875.00
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	120.58
REGIONAL METROPOLITAN TRANSIT	2026/01/31M MAT SERVICE 1903 MILES	7,082.00
REGIONAL METROPOLITAN TRANSIT	2026/02/28M MAT SERVICE 1812 MILES	6,094.00
SARPY COUNTY COURT HOUSE	2026/06/30M ANIMAL CONTROL	17,259.00
		<b>\$ 73,352.16</b>

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### INFORMATION TECHNOLOGY

ESO SOLUTIONS, INC	CARDIAC MONITOR, INSPECTIONS, PROPERTIES, CHECKLIST	10,903.36
US BANK VOYAGER FLEET SYSTEMS	2026/03/31M FUEL PURCHASES	317.65
		<b>\$ 11,221.01</b>

### BELLEVUE BAY INDOOR WATERPARK

HOLLAND BASHAM ARCHITECTS, INC	2026/02/28M PROFESSIONAL SERVICES-WATERPARK	692,313.00
HOLLAND BASHAM ARCHITECTS, INC	2026/04/30M PROFESSIONSL SERVICES-WATERPARK	94,313.00
AMERICAN RESORT MANAGEMENT, LLC	2026/04/30M BELLEVUE BAY INDOOR DESIGN SERVICES	12,500.00
AMERICAN RESORT MANAGEMENT, LLC	2026/04/30M BELLEVUE BAY INDOOR REIMB EXPENSES	411.28
ARCO MURRAY NATIONAL	APP 4-BELLEVUE BAY WATERPARK THRU 2026/04/30	4,848,731.16
		<b>\$ 5,648,268.44</b>

### 2206 LONGO DR

C&E INDUSTRIES	2026/04/30M JANITORIAL SERVICE	3,991.10
CENTURY LINK	2026/04/03-05/03 MONTHLY SERVICE	138.06
CERRIS SYSTEMS NORTH CENTRAL,	2026/06/30Q PREVENTATIVE MAINTENANCE	3,297.74
CERRIS SYSTEMS NORTH CENTRAL,	HVAC PREVENTATIVE MAINTENANCE	3,365.15
CINTAS LOCATION #749	2026/04/30M MAT SERVICE	496.48
COX BUSINESS SERVICES	2026/03/27-04/26 MONTHLY SERVICE	157.80
ELECTRICAL CONTRACTORS, INC	ELECTRICAL WORK	655.25
FISH WINDOW CLEANING	2026/04/08 WINDOW CLEANING	2,673.93
METROPOLITAN UTILITIES DIST	2026/03/08-04/04 MONTHLY SERVICE - GAS	258.80
METROPOLITAN UTILITIES DIST	2026/03/08-04/04 MONTHLY SERVICE - WATER & SEWER	1,089.67
OMAHA PUBLIC POWER DISTRICT	2026/02/23-03/24 MONTHLY SERVICE	6,708.25
PAPILLION SANITATION	2026/04/30M SERVICE	395.24
PRIDE HOME MAINTENANCE SERVICES,	IRRIGATION SYSTEM ACTIVATION 04/03	267.80
PROTECH PEST CONTROL	2026/04/30M PEST CONTROL	149.80
RAPID GRAPHICS	SIGNAGE & REPAIR	725.25
READY MIXED CONCRETE COMPANY	CONCRETE	2,948.99
SELDIN LLC	2026/03/31M MANAGEMENT FEES	1,450.00
SELDIN LLC	2026/04/30M APPFOLIO FEES	41.49
SELDIN LLC	2026/04/30M BANK FEES	27.30
SELDIN LLC	2026/03/31Q POSTAGE FEES	15.60
TAILORED LAWNS, INC	SPRING CLEANUP 04/03	5,450.00
USG	2026/03/31M ELEVATOR INSPECTION	126.59
USG	ELECTRICAL WORK	142.31
USG	BELLEVUE FAMILY PRACTICE LIGHTS	817.98
USG	PLUMBING WORK	347.75
USG	2026/04/30M ELEVATOR INSPECTION	126.59
USG	BELLEVUE FAMILY PRACTICE LIGHTS	179.23
WATERLINK INC	2026/04/30M WATER TREATMENT SERVICE	431.63
		<b>\$ 36,475.78</b>

### WASTEWATER

AT&T MOBILITY	2026/03/22-04/21 MONTHLY SERVICE	645.34
CAPITAL BUSINESS SYSTEMS, INC	2026/03/09-04/08 COPIER EXPENSE	93.24
CENTURY LINK	2026/04/13-05/12 MONTHLY SERVICE	231.97
CENTURY LINK	2026/04/22-05/21 MONTHLY SERVICE	696.99
COX BUSINESS SERVICES	2026/04/18-05/17 MONTHLY SERVICE	91.99
COX BUSINESS SERVICES	2026/04/29-05/28 MONTHLY SERVICE	79.67
COX BUSINESS SERVICES	2026/04/29-05/28 MONTHLY SERVICE CREDIT	(30.32)
HAMMERHEAD TRENCHLESS	8"X48" POINT REPAIR (WINTER), FREIGHT	9,220.00

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### WASTEWATER (cont'd)

HDR ENGINEERING, INC	BPW 181013-QUAIL CREEK LIFT STATION 2026/03/29-	6,240.35
HEIMES CORPORATION	BPW 211123-HAWORTH PARK SANITARY THRU	428,065.75
HEIMES CORPORATION	BPW 211123-HAWORTH PARK SANITARY THRU	71,211.17
HOA OPTIMIZATION & AUTOMATED	PRECISION DIGITAL LOOP POWERED PANEL METER	406.59
HTM SALES, INC	IMPELLERS, GASKETS, SEAL ASSEMBLY	6,273.00
MICHAEL TODD INDUSTRIAL SUPPLY	SURVEY GREEN PAINT	278.88
OMAHA PUBLIC POWER DISTRICT	2026/03/12-04/10 MONTHLY SERVICE	2,469.66
OMAHA PUBLIC POWER DISTRICT	2026/03/23-04/21 MONTHLY SERVICE	1,420.15
OMAHA PUBLIC POWER DISTRICT	2026/03/24-04/222 MONTHLY SERVICE	699.17
PRAIRIE HILLS MANAGEMENT LLC	BPW 240603 PERM & TEMP EASE TRACT 01 INTERCEPT	16,247.00
PRAIRIE HILLS MANAGEMENT LLC	BPW 240603 PERM & TEMP EASE TRACT 01 INTERCEPT	5,141.00
PRECISE MRM LLC	2026/03/31M FLAT DATA PLAN	253.00
READY MIXED CONCRETE COMPANY	CONCRETE	1,014.02
UMB BANK - TRUST OPERATIONS	2026/06/15 UMB BOND PAYMENT	140,000.00
UMB BANK - TRUST OPERATIONS	2026/06/15 UMB BOND PAYMENT	11,176.25
US BANK VOYAGER FLEET SYSTEMS	2026/03/31M FUEL PURCHASES	3,565.48
		<b>\$ 705,490.35</b>

### MEDICAL SELF FUNDING

BLUE CROSS BLUE SHIELD OF	2026/03/31M BCBS-NE ADMIN FEES PD 2026/04/28	5,671.00
BLUE CROSS BLUE SHIELD OF	2026/04/23 BCBS-NE MEDICAL CLAIMS FOR 2026/04/15-	117,538.20
BLUE CROSS BLUE SHIELD OF	2026/04/30 BCBS-NE MEDICAL CLAIMS FOR 2026/04/22-	117,652.72
BLUE CROSS BLUE SHIELD OF	2026/05/06 BCBS-NE MEDICAL CLAIMS FOR 2026/04/29-	36,534.78
COVERYS	2026/05/31M COVERYS REINSURANCE PD 2026/05/04	72,465.82
		<b>\$ 349,862.52</b>

### COMMUNITY BETTERMENT

DC ELECTRIC	LIGHTING PROJECT AMERICAN HEROES PARK	75,000.00
OMAHA PUBLIC POWER DISTRICT	2026/03/26-04/24 MONTHLY SERVICE	100.34
		<b>\$ 75,100.34</b>

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2026/04/13 ON-SITE CDBG EXPENSES	1,287.52
ABBY HIGHLAND	2026/03/31M CDBG EXPENSES	4,716.25
BELLEVUE JR SPORTS ASSOCIATION	2026/04/14 2ND QTR BJSA SPORTS PARTICIPATION ASSIST-FINAL	2,450.00
		<b>\$ 8,453.77</b>

### FEDERAL FORFEITURES-JUSTICE

VERIZON WIRELESS	2026/04/22-05/21 MONTHLY SERVICE	846.09
		<b>\$ 846.09</b>

### G.O. BONDS

UMB BANK - TRUST OPERATIONS	BOND PAYMENTS 2026-06-15-UMB-FUND 95	63,300.00
UMB BANK - TRUST OPERATIONS	BOND PAYMENTS 2026-06-15-UMB-FUND 95	3,603.75
		<b>\$ 66,903.75</b>

<b>TOTAL CLAIMS FOR 2026/05/19</b>	<b>\$ 8,853,438.25</b>
<b>TOTAL PAYROLL FOR 2026/05/08</b>	<b>\$ 1,951,704.23</b>
<b>MEDICAL SELF FUNDING</b>	<b>\$ 503,055.06</b>

## TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

First Name	Linda
Last Name	Veneck
Address	2624 Linda St
Phone Number	402-917-8617
Email Address	<a href="mailto:Linda.Veneck@gmail.com">Linda.Veneck@gmail.com</a>
Date of Requested City Council Meeting	5/18/2026
Topic & Description	<p>Traffic on Cedar Island Road and Linda Street. We see excessive speeding on a daily basis, Day &amp; Night. We are expected to mow the strip of our property on Cedar Island with a ditch, because the City deemed years ago, we couldn't add a pipe for the culvert. Countless times, my husband has been nearly hit by speeders. He has a large yellow mower, with a flashing yellow light, in an effort to slow the traffic down to no avail. Also, we've had one casualty on the road, Mr Kaloff was just getting his mail. SOMETHING NEEDS TO BE DONE QUICKLY!! Maybe, just a 3 way stop on the corner of Linda &amp; Cedar Island, as Linda is used as a through fare to get to 25th Street. Please take action.</p>

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 5, 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 Sections 5.26, 5.27, and 5.28, City of Bellevue Zoning Ordinance, to remove self-storage facilities as a permitted use and require a conditional use permit in the Flex (FX), Light Manufacturing (ML), and Heavy Manufacturing (MH) zoning districts.

SYNOPSIS/BACKGROUND:

Staff is recommending an amendment to the the zoning ordinance to remove self-storage facilities as permitted uses in FX, ML, and MH, instead, allowing self-storage facilities by approval of a conditional use permit (CUP). As a CUP, these requests would have a public hearing before Planning Commission and City Council. Requiring a CUP for self-storage will allow greater oversight and decision-making authority over proposed development areas, particularly along key commercial and industrial corridors where developable land is limited, in high demand, vital to the community, and critical to supporting long-term economic growth.

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 have recommended approval of this zoning ordinance amendment.

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4216"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #'s: 191

CITY COUNCIL HEARING DATE: May 19, 2026

REQUEST: to amend Sections 5.26, 5.27, and 5.28, City of Bellevue Zoning Ordinance, to remove self-storage facilities as a permitted use and require a conditional use permit in the FX, ML, and MH zoning districts.

On April 23, 2026, the City of Bellevue Planning Commission voted six yes, zero no, three absent, and zero abstained:

**APPROVAL** of amendment as presented.

VOTE:

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

Planning Commission Hearing was held on: April 23, 2026



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

## MEMORANDUM

TO: City Council  
Mayor Rusty Hike  
City Administrator Jim Ristow

FROM: Angela Curry, Assistant Planning Manager

DATE: April 27, 2026

RE: Amendment to Sections 5.26, 5.27, and 5.28 in FX, ML, and MH regarding self-storage

City Administration has reviewed the current City of Bellevue Zoning Ordinance regarding self-storage facilities. Under the existing zoning regulations, self-storage facilities are permitted by right in the Flex (FX), Light Manufacturing (ML), and Heavy Manufacturing (MH) zoning districts. Currently, the development of self-storage facilities may proceed without review and recommendation by the Planning Commission and final approval by the City Council, provided they meet all applicable requirements of the zoning ordinance.

Staff is recommending the zoning ordinance be amended to remove self-storage facilities as permitted uses in FX, ML and MH, instead, allowing self-storage facilities by approval of a conditional use permit (CUP). As a conditional use permit, the request would have a public hearing before both the Planning Commission and City Council through a site plan approval process. The permit would have a recommendation from the Planning Commission and would be issued by the City Council. The CUP would authorize the recipient to make conditional use of the property in accordance with the provisions of this ordinance and any additional conditions placed upon or required by said permit. Such permit runs with the land, provided there are no violations to the approved permit.

Requiring a CUP for self-storage will allow greater oversight and decision-making authority over the proposed development area, particularly along key commercial and industrial corridors where developable land is limited, in high demand, vital to the community, and critical to supporting long-term economic growth. The city would also have control over building design and whether the proposed development would align with the surrounding area. This would be beneficial as self-storage facilities generate lower employment and economic activity compared to other permitted-use developments in the FX, ML, and MH zoning districts.

Requiring a conditional use permit for self-storage facilities in the FX, ML, and MH zoning districts ensures development decisions along key corridors are consistent with long-term planning and economic

development. Approval of this amendment would provide control over the use of the city's limited, developable, land supply.

As such, staff is recommending the following amendments to Sections 5.26, 5.27, and 5.28:

### **Section 5.26 FX Flex Space District**

**5.26.01 Intent:** This zone provides for a variety of commercial, retail, and industrial uses. The flex space district is designed to accommodate both traditional and modern businesses and industries by having regulations that are adaptive and more responsive to market trends and conditions. Such uses may include retail, service, public, and light industrial.

#### **5.26.02 Permitted Uses:**

The following principal uses are permitted in the FX District.

1. Building materials yards with enclosed and screened storage areas.
2. Business parks and services.
3. Call center.
4. Car wash.
5. Commercial parking lots.
6. Commercial recreation facilities, indoor and outdoor.
7. Construction and contractor storage yards.
8. Convenience store with limited fuel sales.
9. Facilities for building construction contractors.
10. Garden supply and retail garden center.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Highway maintenance yards or buildings.
14. Laboratories.
15. Landscape and horticultural services.
16. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
17. Logistical center.
18. Lumber and other building materials dealer
19. Manufacture and assembly of electrical and electronic appliances.
20. Manufacture of light sheet metal products including heating and ventilation equipment.
21. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
22. Parks and recreation.
23. Printing and publishing business.
24. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
25. Railroad through and spur tracks.
26. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses. *(Ord. 3990, April 21, 2020)*
27. Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:

- A. Antique store
- B. Automobile parts and supply store
- C. Bicycle shop
- D. Communication services
- E. Dairy products sales
- F. Dance studios, not including those classified under Sexually Oriented Business
- G. Dry cleaning and laundry pickup
- H. Exercise, Fitness, and Tanning Spa. (*Ord. No. 3911, September 10, 2018*)
- I. Furniture store or showroom
- J. Gunsmith
- K. Hardware store
- L. Health Clubs, exercise, fitness and tanning salons, not including uses defined under Sexually Oriented Business
- M. Hobby and craft store
- N. Locksmith
- O. Outlet retail store
- P. Paint store
- Q. Pet shop, provided that all facilities are fully enclosed.
- R. Secondhand stores
- S. Social club and fraternal organizations, not including uses defined under Sexually Oriented Business
- T. Telephone answering service
- U. Telephone exchange

- ~~28. Self-service storage facilities, provided they meet the following restrictions:~~
- ~~A. Lot Standards: All space limits as specified in the FX Zone shall be followed.~~
  - ~~B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.~~
  - ~~C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be intereconnected by interior doors or other interior means which would provide access from one storage bay to another.~~
  - ~~D. Storage Restrictions: All storage on the site must be within Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.~~
  - ~~E. Parking/Loading:  
Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.  
Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.~~
  - ~~F. Drive Lanes: Minimum drive lane width shall be twenty four (24) feet.~~
  - ~~G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.~~
  - ~~H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.~~

~~I. — Special and vocational educational and training facilities:~~

28. Stone and monument work.
29. Totally enclosed, automated and conveyor-style car washes.
30. Toy and sporting goods store.
31. Veterinarian services or animal hospitals.
32. Warehouses and wholesale businesses.

**5.26.03 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 FX District as recommended by the Planning Commission and approved by the City Council.

1. Amusement parks.
2. Auction Sales.
3. Automotive rental / leasing and other heavy equipment rental.
4. Automotive sales and repair service, including recreational vehicles such as boats and campers
5. Bowling center.
6. Cabinetry millwork
7. Commercial greenhouse.
8. Construction and heavy equipment sales and service.
9. Farm implement sales and service.
10. Fertilizer transmission lines.
11. Home Improvement Center; provided that the following minimum standards are present:
  - A. All lumber shall be enclosed with the primary structure.
  - B. All year-round landscaping materials shall be enclosed within the primary structure.
12. Hotels and Motels
13. Kennels and stables
14. Live-in quarters used by live-in watchman or custodians during periods of construction or when necessary, as an accessory to permitted use
15. Mail order services.
16. Microbreweries and brew pubs.
17. Outdoor storage, subject to the following requirements:
  - A. A landscape buffer shall be provided subject to the approval of the zoning administrator.
  - B. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
  - C. All outdoor storage areas shall be screened by a fence or wall or a combination of both and shall be located to the rear of the landscape buffer.
18. Radio, television and communication towers and transmitters, as per Section 8.05.
19. Recreational establishments.
20. Recycling collection and processing facilities, both public and private.
21. Research facilities.
22. Self-service storage facilities, provided they meet the following restrictions:
  - A. Lot Standards: All space limits as specified in the FX Zone shall be followed.
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district.

Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.

- D. **Storage Restrictions:** All storage on the site must be within Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
- E. **Parking/Loading:**  
Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.  
Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
- F. **Drive Lanes:** Minimum drive lane width shall be twenty-four (24) feet.
- G. **Landscaping/Fencing:** Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
- H. **Site Plan:** Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.
- I. **Special and vocational educational and training facilities.**

23. **Truck Stops.**

24. **Utility substations, terminal facilities, and reservoirs.**

**5.26.04 Permitted Accessory Uses:**

- 1. Accessory uses for commercial or light industrial (flex) development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.10.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.26.05 Space Limits:**

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
- 4. Minimum front yard: 20 feet front yard setback required only when no parking is present in the front yard. If parking is located in the front yard, then front yard setback is a minimum of 50 feet.
- 5. Minimum rear yard: None.
- 6. Minimum side yard: None.
- 7. Minimum side yard on street side of corner: 10 feet.
- 8. Maximum gross floor area ratio: 1.0
- 9. Maximum ground coverage: 75percent.

**5.26.06 Miscellaneous Provisions:**

- 1. Off-street parking and loading shall be provided for all uses established in this zone.
- 2. All parking and storage of vehicles, boats, campers, and trailers shall be in conformance with Sections 8.01-8.03.
- 3. All signage shall be in conformance with Article 7.
- 4. All buildings shall conform to building design regulations in Section 8.12.
- 5. All landscaping shall be in conformance with Article 9.

5. When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within 15 feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Article 9.
7. No outdoor storage is permitted, except
  - A. The display of new merchandise for sale to the public
  - B. Unless specifically permitted within this Section
8. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
9. No use shall produce a nuisance or hazard from fire, explosion, toxic or corrosive fumes, gas, smoke, odors, obnoxious dust or vapor, harmful radioactivity, offensive noise or vibration, flashes, objectionable effluent, or electrical interference which may affect or impair the normal use and peaceful enjoyment of any surrounding property, structure, or dwelling.
10. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
11. Performance standards shall conform to Section 8.08 of the Supplemental Regulations.

### **Section 5.27 ML Light Manufacturing District**

**5.27.01 Intent.** This zone provides for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance. The zone specifically excludes residences on the theory that the mixture of residential use, and public services and facilities for residences with those for industry is contrary to the purposes of these regulations irrespective of whether the industry is encroaching on a living area or a living area is encroaching on an industrial area.

#### **5.27.02 Permitted Uses:**

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Call centers.
5. Car wash.
6. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
7. Commercial parking lots.
8. Dry cleaning, laundry, and dyeing plants.
9. Feed and seed store.
10. Garages for the storage of automobiles.
11. Garden supply including nursery stock.
12. Gasoline stations.
13. Governmental services - administrative facilities.
14. Governmental services- maintenance and service facilities.
15. Greenhouses, commercial; nursery stock sales yards.
16. Hardware, appliance, and small tool rental when incidental to a hardware or other business.
17. Heavy auto repair services.
18. Highway maintenance yards or buildings.

19. Indoor and Outdoor Recreational Facilities, with the exception of golf courses.
20. Kennels.
21. Laboratories.
22. Light auto repair services.
23. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
24. Logistical centers.
25. Manufacture and assembly of electrical and electronic appliances.
26. Manufacture of light sheet metal products including heating and ventilation equipment.
27. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
28. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
29. Marine sales and services but excluding the storage or salvage of boats.
30. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
31. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
32. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
  - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
  - B. No stacking of containers shall be permitted.
  - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
  - D. Containers may not encroach into a drainage way or required landscaped area.
  - E. No container may open into a required side or rear yard if the site directly abuts a residential zoning district. Containers shall not be located in such a manner, which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
  - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
  - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
  - H. Landscaping shall be provided in accordance with the landscape regulations in Article 9. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
  - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district.

Containers shall be labeled if combustible materials are being stored.

33. Printing services when mechanical operation is not visible from a street.
34. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
35. Radio and television stations, except transmission towers over 35 feet high.
36. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair, or administrative facilities.
37. Recycling collection and processing facilities, both public and private. *(Ord. No. 4053, Oct. 5, 2021)*
- ~~38. Self-service storage facilities, provided they meet the following restrictions:~~
  - ~~A. Lot Standards: All space limits as specified in the ML Zone shall be followed.~~
  - ~~B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.~~
  - ~~C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means, which would provide access from one storage bay to another.~~
  - ~~D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.~~
  - ~~E. Parking/Loading:~~
  - ~~F. Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.~~
  - ~~G. Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.~~
  - ~~H. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.~~
  - ~~I. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.~~
  - ~~J. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. *(Ord. No. 3888, Dec. 11, 2017)*~~
38. Special and vocational educational and training facilities.
39. Stone and monument work.
40. Trucking terminals containing four or less loading or transfer bays.
41. Upholstery shops.
42. Veterinary Services.
43. Warehouses and storage of non-hazardous goods provided storage be inside building.

**5.27.03 Conditional Uses:**

1. Commercial/Utility grade wind energy systems, subject to Section 8.11.
2. Commercial/Utility grade SCS, subject to Section 8.07. *(Ord No. 4055, Oct 5, 2021)*
3. Communication Towers meeting the requirements as set forth in Section 8.05.

4. Indoor Firing Range (*Ord. No. 3698, Feb. 11, 2013*)
5. Self-service storage facilities, provided they meet the following restrictions :
  - A. Lot Standards: All space limits as specified in the ML Zone shall be followed.
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means, which would provide access from one storage bay to another.
  - D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
  - E. Parking/Loading:
  - F. Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.
  - G. Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
  - H. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
  - I. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
  - J. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)

**5.27.04 Specifically Excluded Uses:**

1. The following uses are hereby declared incompatible with the purpose of the ML zone and are hereby expressly excluded:
  - A. Churches, synagogues, chapels, and similar places of religious worship and instruction.
  - B. Dwellings and other types of living accommodations shall be prohibited except that quarters for a watchman or caretaker shall be permitted as an accessory use for any permitted use occupying more than 20,000 square feet of lot area.
  - C. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings.
  - D. Motels, hotels, and mobile home parks.
  - E. Public, parochial, and private schools and colleges, except trade schools.
  - F. Any use not enumerated as permitted in this zone, but which is specifically provided for in another zone or zones.

**5.27.05 Permitted Accessory Uses:**

1. Accessory uses for light industrial development shall include those normally appurtenant to such development, except as further specified herein.

2. Residential and small wind energy systems, subject to Section 8.10.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.27.06 Space Limits:**

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions, which may be, imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 75percent.

**5.27.07 Miscellaneous Provisions:**

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9.
5. No outdoor storage is permitted, except
  - A. The display of new merchandise for sale to the public
  - B. Unless specifically permitted within this Section
6. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
7. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
8. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes, or similar equipment when in operable condition.
9. Performance standards shall conform to Section 8.08 of the Supplemental Regulations.

**Section 5.28 MH Heavy Manufacturing District**

**5.28.01 Intent.** This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries, which have not reached a technical stage in processing, which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

**5.28.02 Permitted Uses:**

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for

- electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
  7. Dry cleaning, laundry, and dying plants.
  8. Feed and seed store.
  9. Garages for the storage of automobiles.
  10. Garden supply including nursery stock.
  11. Gasoline stations.
  12. Governmental services – administrative facilities.
  13. Governmental services – maintenance and service facilities.
  14. Greenhouses, commercial; nursery stock sales yards.
  15. Heavy auto repair services.
  16. Highway maintenance yards or buildings.
  17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
  18. Laboratories.
  19. Light auto repair services.
  20. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
  21. Manufacture and assembly of electrical and electronic appliances.
  22. Manufacture of light sheet metal products including heating and ventilation equipment.
  23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
  24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
  25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
  26. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
  27. Marine sales and services but excluding the storage or salvage of boats.
  28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
  29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
  30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
    - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
    - B. No stacking of containers shall be permitted.
    - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
    - D. Containers may not encroach into a drainage way or required landscaped area.

- E. No container may open into a required side or rear yard if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
  - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
  - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
  - H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
  - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
- 31. Printing services when mechanical operation is not visible from a street.
  - 32. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
  - 33. Radio and television stations, except transmission towers over 35 feet high.
  - 34. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair, or administrative facilities.
  - 35. Recycling Collection and processing facilities, both public and private. (*Ord. No. 4053, Oct 5, 2021*)
  - ~~36. Self-service storage facilities provided they meet the following restrictions:~~
    - ~~A. Lot Standards: All space limits as specified in the MH Zone shall be followed.~~
    - ~~B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.~~
    - ~~C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.~~
    - ~~D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.~~
    - ~~E. Parking/Loading:~~
      - ~~Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.~~
      - ~~Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.~~
    - ~~F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.~~
    - ~~G. Landscaping/Fencing: Landscaping shall be provided in accordance~~

~~with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.~~

~~H. Site Plan: Each application for a self storage facility shall provide a detailed site plan as required by the Planning Director. (Ord. No. 3888, Dec. 11, 2017)~~

37. Stone and monument work.
38. Temporary recycling plant for concrete, asphalt, or paving materials not to exceed 36 months of operation. *(Ord. No. 4027, March 2, 2021)*
39. Temporary batch plants, not to exceed 36 months of operation. *(Ord. No. 4027, March 2, 2021)*
40. Truck wash.
41. Trucking terminals containing in excess of four loading or transfer bays.
42. Veterinary Services, including livestock.
43. Warehouses and storage of non-hazardous goods, provided storage is inside building.
44. Yards for the sale, transfer, and temporary holding of livestock. *(Ord. No. 3840, Feb. 8, 2016)*

#### 5.28.03 Conditional Uses:

1. Commercial/Utility grade wind energy systems, subject to Section 8.11.
2. Commercial/Utility grade SCS, subject to Section 8.07 *(Ord. No. 4055, Oct 5, 2021)*
3. Communication Towers meeting the requirements as set forth in Section 8.05.
4. Meat packing, slaughtering, eviscerating, and skinning.
5. Permanent batch plants for concrete, asphalt, or paving material.
6. Permanent recycling plant for concrete, asphalt, or paving material. *(Ord. No. 4027, March 2, 2021).*
7. Poultry killing, plucking, and dressing when such operations are such size as to employ in excess of 3 persons.
8. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with that efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
9. Rendering of by-products of slaughtering and killing of animals or poultry.
10. Self-service storage facilities provided they meet the following restrictions:
  - A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
  - D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
  - E. Parking/Loading:

Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.

Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
  - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
  - G. Landscaping/Fencing: Landscaping shall be provided in accordance with

the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.

- H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)
- 11. Special and vocational educational and training facilities.
- 12. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
- 13. The bulk storage of flammable or noxious gasses above or below ground.

**5.28.04 Specifically Excluded Uses:**

- 1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
  - A. Any use which cannot meet the performance standards set forth herein.
  - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
  - C. Schools and colleges, except trade schools.
  - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
  - E. Motels, hotels and mobile home parks.
  - F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

**5.28.05 Permitted Accessory Uses:**

- 1. Buildings and uses customarily incidental to the permitted uses.
- 2. Residential and small wind energy systems, subject to Section 8.10.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.28.06 Space Limits:**

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
- 4. Minimum front yard: 20 feet.
- 5. Minimum rear yard: None.
- 6. Minimum side yard: None.
- 7. Minimum side yard on street side of corner: 10 feet.
- 8. Maximum gross floor area ratio: 1.0
- 9. Maximum ground coverage: 50 percent.

**5.28.07 Miscellaneous Provisions:**

- 1. Buildings and uses customarily incidental to the permitted uses
- 2. Parking as required by Sections 8.01-8.03.
- 3. Signs as permitted in Article 7.
- 4. Landscaping as required by Article 9
- 5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
8. Performance standards shall conform to Section 8.08 of the Supplemental Regulations.

**PLANNING DEPARTMENT RECOMMENDATION:**

APPROVAL of the amendment as presented.

**PLANNING COMMISSION RECOMMENDATION:**

APPROVAL of the amendment as presented.

ORDINANCE NO. 4216

AN ORDINANCE TO AMEND SECTIONS 5.26, 5.27, and 5.28 OF THE CITY OF BELLEVUE, NEBRASKA ZONING ORDINANCE REGARDING REQUIRING A CONDITIONAL USE PERMIT FOR SELF-STORAGE FACILITIES IN THE FX, ML, AND MH ZONING DISTRICTS; 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 5.26 of Ordinance No. 4146 hereby amended to read as follows:

**Section 5.26 FX Flex Space District**

**5.26.01 Intent:** This zone provides for a variety of commercial, retail, and industrial uses. The flex space district is designed to accommodate both traditional and modern businesses and industries by having regulations that are adaptive and more responsive to market trends and conditions. Such uses may include retail, service, public, and light industrial.

**5.26.02 Permitted Uses:**

The following principal uses are permitted in the FX District.

1. Building materials yards with enclosed and screened storage areas.
2. Business parks and services.
3. Call center.
4. Car wash.
5. Commercial parking lots.
6. Commercial recreation facilities, indoor and outdoor.
7. Construction and contractor storage yards.
8. Convenience store with limited fuel sales.
9. Facilities for building construction contractors.
10. Garden supply and retail garden center.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Highway maintenance yards or buildings.
14. Laboratories.
15. Landscape and horticultural services.
16. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
17. Logistical center.
18. Lumber and other building materials dealer
19. Manufacture and assembly of electrical and electronic appliances.
20. Manufacture of light sheet metal products including heating and ventilation equipment.
21. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
22. Parks and recreation.
23. Printing and publishing business.
24. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
25. Railroad through and spur tracks.
26. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses. (*Ord. 3990, April 21, 2020*)
27. Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
  - A. Antique store
  - B. Automobile parts and supply store
  - C. Bicycle shop
  - D. Communication services
  - E. Dairy products sales

- F. Dance studios, not including those classified under Sexually Oriented Business
- G. Dry cleaning and laundry pickup
- H. Exercise, Fitness, and Tanning Spa. (*Ord. No. 3911, September 10, 2018*)
- I. Furniture store or showroom
- J. Gunsmith
- K. Hardware store
- L. Health Clubs, exercise, fitness and tanning salons, not including uses defined under Sexually Oriented Business
- M. Hobby and craft store
- N. Locksmith
- O. Outlet retail store
- P. Paint store
- Q. Pet shop, provided that all facilities are fully enclosed.
- R. Secondhand stores
- S. Social club and fraternal organizations, not including uses defined under Sexually Oriented Business
- T. Telephone answering service
- U. Telephone exchange
- 28. Stone and monument work.
- 29. Totally enclosed, automated and conveyor-style car washes.
- 30. Toy and sporting goods store.
- 31. Veterinarian services or animal hospitals.
- 32. Warehouses and wholesale businesses.

**5.26.03 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 FX District as recommended by the Planning Commission and approved by the City Council.

1. Amusement parks.
2. Auction Sales.
3. Automotive rental / leasing and other heavy equipment rental.
4. Automotive sales and repair service, including recreational vehicles such as boats and campers
5. Bowling center.
6. Cabinetry millwork
7. Commercial greenhouse.
8. Construction and heavy equipment sales and service.
9. Farm implement sales and service.
10. Fertilizer transmission lines.
11. Home Improvement Center; provided that the following minimum standards are present:
  - A. All lumber shall be enclosed with the primary structure.
  - B. All year-round landscaping materials shall be enclosed within the primary structure.
12. Hotels and Motels
13. Kennels and stables
14. Live-in quarters used by live-in watchman or custodians during periods of construction or when necessary, as an accessory to permitted use
15. Mail order services.
16. Microbreweries and brew pubs.
17. Outdoor storage, subject to the following requirements:
  - A. A landscape buffer shall be provided subject to the approval of the zoning administrator.
  - B. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
  - C. All outdoor storage areas shall be screened by a fence or wall or a combination of both and shall be located to the rear of the landscape buffer.
18. Radio, television and communication towers and transmitters, as per Section 8.05.
19. Recreational establishments.
20. Recycling collection and processing facilities, both public and private.
21. Research facilities.
22. Self-service storage facilities, provided they meet the following restrictions:
  - A. Lot Standards: All space limits as specified in the FX Zone shall be followed.
  - B. Limitation of Activities; No activity other than the rental of storage space and the administration of the facility shall be permitted.

- C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
- D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
- E. Parking/Loading:
  - Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
  - Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
- F. Drive Lanes: Minimum drive lane width shall be twenty-four (24) feet.
- G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
- H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.
  - I. Special and vocational educational and training facilities.

23. Truck Stops.

24. Utility substations, terminal facilities, and reservoirs.

**5.26.04 Permitted Accessory Uses:**

- 1. Accessory uses for commercial or light industrial (flex) development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.10.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.26.05 Space Limits:**

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
- 4. Minimum front yard: 20 feet front yard setback required only when no parking is present in the front yard. If parking is located in the front yard, then front yard setback is a minimum of 50 feet.
- 5. Minimum rear yard: None.
- 6. Minimum side yard: None.
- 7. Minimum side yard on street side of corner: 10 feet.
- 8. Maximum gross floor area ratio: 1.0
- 9. Maximum ground coverage: 75percent.

**5.26.06 Miscellaneous Provisions:**

- 1. Off-street parking and loading shall be provided for all uses established in this zone.
- 2. All parking and storage of vehicles, boats, campers, and trailers shall be in conformance with Sections 8.01-8.03.
- 3. All signage shall be in conformance with Article 7.
- 4. All buildings shall conform to building design regulations in Section 8.12.
- 5. All landscaping shall be in conformance with Article 9.
- 5. When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within 15 feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Article 9.
- 7. No outdoor storage is permitted, except
  - A. The display of new merchandise for sale to the public
  - B. Unless specifically permitted within this Section
- 8. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
- 9. No use shall produce a nuisance or hazard from fire, explosion, toxic or corrosive fumes, gas, smoke, odors, obnoxious dust or vapor, harmful radioactivity, offensive noise or vibration, flashes, objectionable effluent, or

- electrical interference which may affect or impair the normal use and peaceful enjoyment of any surrounding property, structure, or dwelling.
- 10. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
- 11. Performance standards shall conform to Section 8.08 of the Supplemental Regulations.

**Section 2. That Section 5.27 of Ordinance No. 4146 hereby amended to read as follows:**

**Section 5.27 ML Light Manufacturing District**

**5.27.01 Intent.** This zone provides for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance. The zone specifically excludes residences on the theory that the mixture of residential use, and public services and facilities for residences with those for industry is contrary to the purposes of these regulations irrespective of whether the industry is encroaching on a living area or a living area is encroaching on an industrial area.

**5.27.02 Permitted Uses:**

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Call centers.
5. Car wash.
6. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
7. Commercial parking lots.
8. Dry cleaning, laundry, and dyeing plants.
9. Feed and seed store.
10. Garages for the storage of automobiles.
11. Garden supply including nursery stock.
12. Gasoline stations.
13. Governmental services - administrative facilities.
14. Governmental services- maintenance and service facilities.
15. Greenhouses, commercial; nursery stock sales yards.
16. Hardware, appliance, and small tool rental when incidental to a hardware or other business.
17. Heavy auto repair services.
18. Highway maintenance yards or buildings.
19. Indoor and Outdoor Recreational Facilities, with the exception of golf courses.
20. Kennels.
21. Laboratories.
22. Light auto repair services.
23. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
24. Logistical centers.
25. Manufacture and assembly of electrical and electronic appliances.
26. Manufacture of light sheet metal products including heating and ventilation equipment.
27. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
28. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
29. Marine sales and services but excluding the storage or salvage of boats.
30. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
31. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
32. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
  - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
  - B. No stacking of containers shall be permitted.

- C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
  - D. Containers may not encroach into a drainage way or required landscaped area.
  - E. No container may open into a required side or rear yard if the site directly abuts a residential zoning district. Containers shall not be located in such a manner, which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
  - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
  - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
  - H. Landscaping shall be provided in accordance with the landscape regulations in Article 9. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
  - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
- 33. Printing services when mechanical operation is not visible from a street.
  - 34. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
  - 35. Radio and television stations, except transmission towers over 35 feet high.
  - 36. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair, or administrative facilities.
  - 37. Recycling collection and processing facilities, both public and private. *(Ord. No. 4053, Oct. 5, 2021)*
  - 38. Special and vocational educational and training facilities.
  - 39. Stone and monument work.
  - 40. Trucking terminals containing four or less loading or transfer bays.
  - 41. Upholstery shops.
  - 42. Veterinary Services.
  - 43. Warehouses and storage of non-hazardous goods provided storage be inside building.

**5.27.03 Conditional Uses:**

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.11.
- 2. Commercial/Utility grade SCS, subject to Section 8.07. *(Ord No. 4055, Oct 5, 2021)*
- 3. Communication Towers meeting the requirements as set forth in Section 8.05.
- 4. Indoor Firing Range *(Ord. No. 3698, Feb. 11, 2013)*
- 5. Self-service storage facilities, provided they meet the following restrictions :
  - A. Lot Standards: All space limits as specified in the ML Zone shall be followed,
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means, which would provide access from one storage bay to another.
  - D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
  - E. Parking/Loading:
  - F. Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.
  - G. Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.

- H. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
- I. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
- J. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)

**5.27.04 Specifically Excluded Uses:**

- 1. The following uses are hereby declared incompatible with the purpose of the ML zone and are hereby expressly excluded:
  - A. Churches, synagogues, chapels, and similar places of religious worship and instruction.
  - B. Dwellings and other types of living accommodations shall be prohibited except that quarters for a watchman or caretaker shall be permitted as an accessory use for any permitted use occupying more than 20,000 square feet of lot area.
  - C. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings.
  - D. Motels, hotels, and mobile home parks.
  - E. Public, parochial, and private schools and colleges, except trade schools.
  - F. Any use not enumerated as permitted in this zone, but which is specifically provided for in another zone or zones.

**5.27.05 Permitted Accessory Uses:**

- 1. Accessory uses for light industrial development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.10.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.27.06 Space Limits:**

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions, which may be, imposed by virtue of aircraft approach and turning zone height restrictions.
- 4. Minimum front yard: 20 feet.
- 5. Minimum rear yard: None.
- 6. Minimum side yard: None.
- 7. Minimum side yard on street side of corner: 10 feet.
- 8. Maximum gross floor area ratio: 1.0
- 9. Maximum ground coverage: 75percent.

**5.27.07 Miscellaneous Provisions:**

- 1. Buildings and uses customarily incidental to the permitted uses
- 2. Parking as required by Sections 8.01-8.03.
- 3. Signs as permitted in Article 7.
- 4. Landscaping as required by Article 9.
- 5. No outdoor storage is permitted, except
  - A. The display of new merchandise for sale to the public
  - B. Unless specifically permitted within this Section
- 6. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
- 7. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
- 8. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of

- vehicles, boats, farm machinery, trailers, mobile homes, or similar equipment when in operable condition.
9. Performance standards shall conform to Section 8.08 of the Supplemental Regulations.

**S**ection 3. That Section 5.28 of Ordinance No. 4146 hereby amended to read as follows:

**Section 5.28 MH Heavy Manufacturing District**

**5.28.01 Intent.** This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries, which have not reached a technical stage in processing, which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

**5.28.02 Permitted Uses:**

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Dry cleaning, laundry, and dyeing plants.
8. Feed and seed store.
9. Garages for the storage of automobiles.
10. Garden supply including nursery stock.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Governmental services – maintenance and service facilities.
14. Greenhouses, commercial; nursery stock sales yards.
15. Heavy auto repair services.
16. Highway maintenance yards or buildings.
17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
18. Laboratories.
19. Light auto repair services.
20. Light manufacturing; assembly, fabrication, and processing of products inside an enclosed building, except hazardous or combustible materials.
21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
26. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
27. Marine sales and services but excluding the storage or salvage of boats.
28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
  - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
  - B. No stacking of containers shall be permitted.

- C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
  - D. Containers may not encroach into a drainage way or required landscaped area.
  - E. No container may open into a required side or rear yard if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
  - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
  - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
  - H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
  - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
31. Printing services when mechanical operation is not visible from a street.
  32. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
  33. Radio and television stations, except transmission towers over 35 feet high.
  34. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair, or administrative facilities.
  35. Recycling Collection and processing facilities, both public and private. (*Ord. No. 4053, Oct 5, 2021*)
  36. Stone and monument work.
  37. Temporary recycling plant for concrete, asphalt, or paving materials not to exceed 36 months of operation. (*Ord. No. 4027, March 2, 2021*)
  38. Temporary batch plants, not to exceed 36 months of operation. (*Ord. No. 4027, March 2, 2021*)
  39. Truck wash.
  40. Trucking terminals containing in excess of four loading or transfer bays.
  41. Veterinary Services, including livestock.
  42. Warehouses and storage of non-hazardous goods, provided storage is inside building.
  43. Yards for the sale, transfer, and temporary holding of livestock. (*Ord. No. 3840, Feb.8, 2016*)

#### 5.28.03 Conditional Uses:

1. Commercial/Utility grade wind energy systems, subject to Section 8.11.
2. Commercial/Utility grade SCS, subject to Section 8.07 (*Ord. No. 4055, Oct 5, 2021*)
3. Communication Towers meeting the requirements as set forth in Section 8.05.
4. Meat packing, slaughtering, eviscerating, and skinning.
5. Permanent batch plants for concrete, asphalt, or paving material.
6. Permanent recycling plant for concrete, asphalt, or paving material. (*Ord. No. 4027, March 2, 2021*).
7. Poultry killing, plucking, and dressing when such operations are such size as to employ in excess of 3 persons.
8. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with that efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
9. Rendering of by-products of slaughtering and killing of animals or poultry.
10. Self-service storage facilities provided they meet the following restrictions:
  - A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
  - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
  - C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual

storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.

- D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
  - E. Parking/Loading:
    - Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
    - Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
  - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
  - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
  - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)
11. Special and vocational educational and training facilities.
  12. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
  13. The bulk storage of flammable or noxious gasses above or below ground.

**5.28.04 Specifically Excluded Uses:**

1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
  - A. Any use which cannot meet the performance standards set forth herein.
  - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
  - C. Schools and colleges, except trade schools.
  - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
  - E. Motels, hotels and mobile home parks.
  - F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

**5.28.05 Permitted Accessory Uses:**

1. Buildings and uses customarily incidental to the permitted uses.
2. Residential and small wind energy systems, subject to Section 8.10.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

**5.28.06 Space Limits:**

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 50 percent.

**5.28.07 Miscellaneous Provisions:**

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9
5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be

stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.

8. Performance standards shall conform to Section 8.08 of the Supplemental Regulations.

**S**ection 4. That Sections 2.04 and 5.05.03 of Ordinance No. 4146, Bellevue Zoning Ordinance, as heretofore existing are hereby repealed:

**S**ection 5. 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.

**A**DOPTEED 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: \_\_\_\_\_

To: Bellevue City Council, Mayor  
Cc: Planning Department, Administration  
From: Harrison Johnson  
Date: May 13, 2026  
Subject: Support for Planning Department Text Amendment

---

I write in support of the Planning Department's upcoming text amendment to remove self-storage from the list of permitted uses in the Light Manufacturing and Heavy Manufacturing zones and to require a CUP for all self-storage facilities citywide.

This amendment is consistent with Bellevue's economic-development priorities. The City's goals of supporting economic sustainability, reducing the infrastructure funding gap, and city revenue are central to this amendment. Bellevue's broader development strategy likewise emphasizes job producing industrial, research, hospitality, retail, and entertainment uses that are projected to generate substantial employment and recurring tax revenue.

Unrestricted self-storage is a poor fit for scarce industrial land and key redevelopment corridors. It is not a manufacturing, research, retail, hospitality, or entertainment use, and it is not a meaningful driver of employment density. In practical terms, self-storage is a land-intensive use that often occupies large parcels while generating limited on-site jobs and very little daily commercial activity. That is exactly the kind of low-intensity pattern Bellevue should not continue to allow by right in areas that should be preserved for infill redevelopment, revitalization, increased business density, and expansion of the city's entertainment and employment base.

Self-storage does not generate sales-tax receipts in the same way that retail, restaurants, lodging, admissions, and other commercial uses do. That matters because Bellevue's growth strategy is explicitly tied to uses that expand city revenue, including sales-tax-producing commercial activity and destination spending. While self-storage may add some taxable value to the property rolls, though it could harm surround taxable values for residential and commercial property. Its fiscal return is narrow compared with uses that combine property value, sales tax generation, and stronger employment impacts.

Even when these facilities do not generate constant customer traffic, they still occupy large sites that require public streets, utility capacity, drainage, emergency access, and long-term municipal service obligations. In other words, they consume land and infrastructure that could otherwise support more productive uses.. Allowing self-storage by right

undermines that goal by locking up strategic land with a low-intensity use that offers limited fiscal upside.

There is also a broader land-use concern. When self-storage is easy to build in industrial districts, it can displace or preclude higher-value development and push truly productive employment uses farther out. Bellevue should be preserving strategically located land for manufacturing, employment centers, mixed-use redevelopment, and entertainment-supporting commercial activity, not defaulting to a use that stores goods but does little to build the city's long-term economy.

Requiring a Conditional Use Permit is the right policy response. It gives the City ability to evaluate proposals case by case and evaluate infrastructure burden, compatibility, design, buffering, and whether the site is better suited for a more productive long-term use.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12b.  
5/19/2026

COUNCIL MEETING DATE: <b>MAY 5, 2026</b>		SUBMITTED BY: <b>CITY ADMINISTRATION</b>	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

**ESTABLISH THE BELLEVUE MUSEUM.**

SYNOPSIS/BACKGROUND:

Due to recent events involving the Sarpy County Historical Society, it is in the best interests of the City that a City Museum be established in the City. Such City museum which shall forever be kept and maintained by the City and, shall be known as the Bellevue Museum. The museum shall be managed and controlled by the museum board under the general direction of the Mayor and City Council.

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 & AUTHORIZE MAYOR TO SIGN AN ORDINANCE TO AMEND CHAPTER 21, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW ARTICLE III, SECTIONS 21-38 TO 21- 48 TO HEREBY ESTABLISH IN THE CITY A MUSEUM WHICH SHALL FOREVER BE KEPT AND MAINTAINED BY THE CITY, AND SHALL BE KNOWN AS THE BELLEVUE MUSEUM.**

ATTACHMENTS:

1. Ordinance <b>4217</b>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures]*

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE TO AMEND CHAPTER 21, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW ARTICLE III, SECTIONS 21-38 TO 21- 48 TO HEREBY ESTABLISH IN THE CITY A MUSEUM WHICH SHALL FOREVER BE KEPT AND MAINTAINED BY THE CITY, AND SHALL BE KNOWN AS THE BELLEVUE MUSEUM; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

**Section 1.** That Chapter 21, Article 3, Section 21-38 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-38 ESTABLISHED; MANAGEMENT AND CONTROL; PURCHASE OF BOOKS, EXHIBITS, ETC.; BUDGET.**

a. There is hereby established in the City a museum which shall forever be kept and maintained by the City and, shall be known as the Bellevue Museum. The museum shall be managed and controlled by the museum board under the general direction of the Mayor and City Council.

b. Under the general program planned for each municipal year, as recommended by the museum board and approved by the Mayor and City Council, and always within that part of the museum fund budgeted for museum maintenance, the museum director may purchase papers, books, manuscripts and works of art and objects of natural and scientific curiosity and instruction therefor. There shall be included in the annual budget and the annual appropriation bill each year such provision for the maintenance and support of the museum as the council shall deem necessary; when any funds are raised by virtue of a special tax or levy for museum purposes, such funds shall be credited to and expended from the museum development fund.

**Section 2.** That Chapter 21, Article 3, Section 21-39 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-39 MUSEUM BOARD—COMPOSITION; APPOINTMENT; TERM OF OFFICE; COMPENSATION; FILLING VACANCIES IN OFFICE.**

The Mayor, with the approval of the City Council, shall appoint a museum Board of eight members, to be chosen from the citizens at large. The museum board shall be known as the Bellevue Historical Society Board. Neither the Mayor nor any member of the City Council shall be a member of the museum Board. The terms of office for members of the Board shall be staggered and be for terms of four years, with two members being appointed each year for a four-year term. In case of vacancies, the Mayor, with approval of City Council, shall have the power to fill the vacancy for the unexpired term. Appointments shall be made at the last regular meeting of the city council in June of each year.

**Section 3.** That Chapter 21, Article 3, Section 21-40 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-40 MUSEUM BOARD—OFFICERS; QUORUM; POWERS.**

The museum Board shall, at their first regular meeting in August of each year, organize by electing one of their members as president, another as secretary, and such other officers as may be necessary. Four members of the museum Board shall constitute a quorum. The museum Board shall recommend the adoption of such rules and regulations for the governance of the museum as may be appropriate, subject to the review and approval of the Mayor and City Council. These rules and regulations may include the renting of museum building areas, and rules affecting the supervision, care and custody of any room or museum property, as well as rules providing for the exclusion from the use of the museum by anyone who shall willfully violate or refuse to comply with the rules and regulations established for the governance of the museum. In addition, the museum director and museum Board shall have exclusive control of the museum collection and exhibits, and the films and programming offered to patrons of the museum. The museum Board shall recommend the expenditure of all the money collected or donated to the credit of the museum, which expenditure shall be approved by the Mayor and City Council.

**Section 4.** That Chapter 21, Article 3, Section 21-41 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-41 MUSEUM DIRECTOR.**

The museum director shall be appointed by the Mayor with the approval of the City Council. Compensation for the museum director shall be approved by the Mayor and City Council and included in the City's annual salary schedule approved as part of the City's annual municipal budget.

**Section 5.** That Chapter 21, Article 3, Section 21-42 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-42 AMENDMENT OF RULES, REGULATIONS, ETC.**

Any rules or regulations established by the museum Board for the governance of the museum may be amended by the Mayor and City Council.

**Section 6.** That Chapter 21, Article 3, Section 21-43 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-43 ADMISSIONS CHARGES**

The museum Board, with the approval of the Mayor and City Council may establish such admission charges to the museum as the Board deems reasonable. Any money collected by virtue of admission charges shall be placed in the general fund of the City.

**Section 7.** That Chapter 21, Article 3, Section 21-44 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-44 COLLECTION OF PENALTIES.**

Penalties imposed or accrued by any rule or regulation of the museum Board may be recovered in a civil action before any court having jurisdiction. Such action shall be instituted in the name of the City, and money collected in such actions shall be forthwith placed in the general fund of the City.

**Section 8.** That Chapter 21, Article 3, Section 21-45 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-45 DONATIONS.**

Any person or entity may make a donation of money, land or property for the benefit of the museum, and the title to the property donated may be made to and shall vest in the city to be used for museum purposes, and such property shall thereafter be exempt from taxation. All real estate or interest in real estate donated or devised to the museum for the benefit of the museum may be sold and disposed of in the manner provided by law.

**Section 9.** That Chapter 21, Article 3, Section 21-46 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-46 DISPOSITION OF FUNDS, TAXES, ETC.**

All taxes levied or collected other than those derived from the city's general levy, and all funds donated or in any way acquired for the erection, maintenance or support of the museum, shall be deposited and kept in the City's general fund. The City may appropriate such funds as it deems necessary for the proper administration and functioning of the Board. The City Administrator, or their designee, shall provide administrative support to Board.

**Section 10.** That Chapter 21, Article 3, Section 21-47 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-47 DISPOSITION OF RECEIPTS GENERALLY.**

All money received by the City, museum Board, the museum director or by any of their assistants from any source for the use or support thereof shall be paid over monthly to the City Treasurer.

**Section 11.** That Chapter 21, Article 3, Section 21-48 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 21-48 ANNUAL REPORT.**

The museum Board shall, on or before the first Tuesday in November of each year, make a report to the Mayor and City Council on the condition of the museum as of the last day of September each year, including the number of visitors to the museum for the previous year and such other statistics, information and suggestions as may be deemed of general interest or as the City Council may require.

**Section 12.** That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2026.

ATTEST:

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

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

APPROVED AS TO FORM:

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13a.  
5/19/2026

COUNCIL MEETING DATE: <b>May 19th, 2026</b>		SUBMITTED BY: <b>Harrison Johnson</b>	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Sale of Land for Hotel Development for Bellevue Bay Entertainment District

SYNOPSIS/BACKGROUND:

This item pertains to the sale of land to Wonder Lodging LLC to develop the hotels north of the Bellevue Water Park that will be attached to the water via elevated walkway. This hotel development is critical for the Good Life District as it serves as the central installation for compliance with our application.

FISCAL IMPACT: (\$608,739) BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Wonder Lodging LLC INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: Land Sale Contract

CONTRACT EFFECTIVE DATE: When Signed CONTRACT TERM: Until Completed CONTRACT END DATE: Until Completed

PROJECT NAME: Bellevue Bay Entertainment District

START DATE: N/A END DATE: N/A PAYMENT DATE: N/A 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 item

ATTACHMENTS:

- Land Sale Contract
- Ordinance 4218
- 
- MAD of Area
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures]*

ORDINANCE NO. 4218

AN ORDINANCE TO APPROVE THE SALE AND CONVEYANCE OF 6.997 ACRES MORE OR LESS OF CITY PROPERTY TO WONDER LODGING, LLC AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, the City of Bellevue owns the land legally described in the attached Uniform Commercial Purchase Agreement, consisting of 6.997 acres more or less, legally described as LOT 2 BELLEVUE ENTERTAINMENT DISTRICT, in the City of Bellevue, Sarpy County, Nebraska; and

WHEREAS, Wonder Lodging, LLC desires to purchase from the City the above-described 6.997 acres legally described as LOT 2 BELLEVUE ENTERTAINMENT DISTRICT, of City-owned land; and

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

WHEREAS, the City deems it to be in the best interests of the City to sell and convey the above-described 6.997 acres more or less at the rate of \$87,000.00 per acre for total price of six hundred eight thousand seven hundred thirty-nine and No/100 Dollars (\$608,739.00); and

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

Section 1: That the real estate legally described in the Uniform Commercial Purchase Agreement attached hereto shall be sold and conveyed to Wonder Lodging, LLC.

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

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

Section 4: Effective Date and Publication. This ordinance shall be in full force and effect fifteen (15) days after its passage. The City Clerk is directed to effectuate the

publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days after the passage of the ordinance by City Council.

Section 5: Additional Publication and Remonstrance. That notice of this conveyance and the terms thereof shall be published for three consecutive weeks in a legal newspaper published in or of general circulation of the City immediately after the passage and publication of such ordinance. If within thirty days after the passage and publication of this ordinance a remonstrance petition against such sale is signed by registered voters of the City equal to thirty percent of the registered voters of the city voting at the last regulation municipal election held therein and is filed with the governing body of the City, the property shall not then, nor within one year thereafter, be sold.

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

ATTEST:

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

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

APPROVED AS TO FORM:

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

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

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

May \_\_\_\_\_, 2026

This Agreement for Purchase and Sale of Real Property and Escrow Instructions (the "Agreement") dated as of the latest date of execution shown on the signature page hereto (the "Effective Date"), by and between The City of Bellevue ("Seller"), and Wonder Lodging LLC and/or assigns ("Buyer") with reference to the following:

1. **Address:** No street address assigned.
2. **Legal Description ("Property"):** LOT 2 BELLEVUE ENTERTAINMENT DISTRICT consisting of 6.997 acres as shown on Exhibit "A" including all fixtures and equipment permanently attached to the Property.
3. **Personal Property:** None.
4. **Conveyance:** Seller represents that they have good, valid and marketable title, in fee simple, and agrees to convey title to Property to Buyer or its nominee by warranty deed free and clear of all liens, encumbrances or special taxes levied or assessed, subject to all building and use restrictions, utility easements not exceeding ten (10) feet in width abutting the boundary of the Property, and covenants now of record.
5. **Assessments:** Seller agrees to pay any assessments for public improvements previously constructed or ordered or required to be constructed by the public authority, but not yet assessed. Seller is not aware of any public improvements ordered or required to be constructed but not yet constructed.
6. **Purchase Price:** Buyer agrees to pay **EIGHTY – SEVEN THOUSAND AND 00/100s DOLLARS (\$87,000.00) PER ACRE** on the following terms: **Eighty - Seven Thousand and 00/100s DOLLARS \$87,000.00** (Deposit), to be paid within to be paid within five (5) business days following the full execution of this Agreement, deposited directly to TitleCore National, Attn: Beth Bucklin, 8701 W Dodge Rd. Suite 150 Omaha, NE, Phone: 402-333-8100 ("Escrow Agent") at the Omaha Office. In the event this offer is not accepted by the Seller within the time specified, the Deposit shall be refunded. In the event that the Buyer cancels this Agreement, in writing, before the end of the time period specified in paragraph 7, the Deposit will be returned to the Buyer. In the event of refusal or failure of the Buyer to consummate the purchase, after all applicable conditions specified in paragraph 7 have been met or waived, the Seller will retain the Deposit as its liquidated damages for failure to carry out the agreement of sale. Balance to be paid in immediately available funds at closing of the sale.
7. **Applicable Conditions:** Buyer shall effectuate a Building Permit from the City of Bellevue, Nebraska for the hotel construction by April 20, 2027. Seller shall provide to Buyer right of way access to elevated walkway between Bellevue Bay Indoor Waterpark and constructed hotel until such time that the elevated walkway is fully constructed. Thereafter, right of way access shall be determined by ownership lot lines.  
  
**Remonstrance Period.** This Agreement is subject to the successful completion of a thirty (30) day remonstrance period, as required by Neb. Rev. Stat. §16-202. The remonstrance period will begin immediately following the passage and publication of an Ordinance. If a remonstrance petition pursuant to Neb. Rev. Stat. §16-202(2) is successfully filed before the expiration of the thirty (30) day remonstrance period, the closing of this Agreement shall not occur and the Property shall not be sold. In the event such remonstrance petition is successfully filed and upheld and the closing of this Agreement does not occur, any earnest money deposited by Buyer pursuant to this agreement shall be refunded to Buyer.
8. **Taxes:**  Urban Taxes: All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the date of closing, and all the prior years' taxes, interest, and other charges, if any, will be paid by Seller.  
  
 Rural Taxes: All consolidated real estate taxes for the year in which closing takes place (based on current assessment and tax rate) shall be prorated as of date of closing, and Seller shall, also, pay all prior years' taxes, interest, and other charges.
9. **Rents, Deposit and Leases, If Rented:** Any tenant deposits and leases shall be assigned to Buyer at no cost. All collected rents shall be prorated to date of closing. If necessary, the actual Operating Expenses incurred and the actual Operating Expense collections, associated with the Property, will be reconciled/adjusted between the Buyer and the Seller within 45 days of Closing and the amount due to Buyer or Seller based on such reconciliation, if any, shall promptly be paid to the appropriate party. Copies of all current leases shall be provided to the Buyer at the time of closing.

10. **Sanitary and Improvement District (S.I.D.):** The parties acknowledge that the property is not located in a sanitary improvement district.

11. **Conveyance of Title:** Seller shall furnish a current title insurance commitment to Buyer as soon as practical. If title defects are found, Seller must cure them within a reasonable time. If title defects are not cured within a reasonable time period, the Buyer may rescind this Agreement, and the Deposit shall be refunded. Closing shall occur within thirty (30) days following the expiration of the Remonstrance Period and possession shall be delivered at closing. The cost of an Owner's title insurance policy shall be at Buyer's sole expense.

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

Buyer shall pay for the cost of (i) the Title Policy and plus the entire cost of any endorsements to the Title Policy requested by Buyer; (ii) costs of any environmental updates; (iii) Escrow Agent's standard escrow fees; (iv) any transfer taxes; and (v) its attorney's fees.

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

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

15. **Condition of Property:** Seller represents to the best of Seller's knowledge, information and belief, there are no latent defects in the Property. Prior to Closing the Buyer shall have reasonable access to the Property. Buyer acknowledges that no Seller Property Condition Disclosure State is required by Nebraska Law.

16. **Environmental:** Seller represents to the best of the Seller's knowledge, information and belief, there are no conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect thereto.

17. **Sewer Connection Fee:** Buyer will be required to pay a sewer connection fee before a building permit will be issued. Buyer shall be responsible to pay all fees for waste, water, etc., which may be required upon filing for a building permit.

18. **Successors and Assigns:** The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. Buyer shall have the right to assign this Agreement without consent by Seller; provided, that Buyer shall remain liable for the obligations of Buyer under this Agreement.

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

#### **NO WARRANTIES PARAGRAPH**

#### **Condition of Property:**

19. **Broker Compensation:** Buyer and Seller shall pay each of their own broker fees.

20. **Offer Expiration:** This offer to purchase is subject to acceptance by Seller on or before \_\_\_\_\_.

21. **Default, Rescission, Failure of Contingency or Termination:** If Buyer defaults on the performance of this Agreement, Seller may, at Seller's option, retain the earnest money and two percent of sale of price as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure

22. **"As Is" Purchase:** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROPERTY SHALL BE CONVEYED TO PURCHASER ON AN "AS-IS, WHERE-IS" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY SELLER OR ANY AGENT OR REPRESENTATIVE OF SELLER WITH RESPECT TO THE PHYSICAL OR STRUCTURAL CONDITION OF THE PROPERTY, OR THE PROPERTY'S COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS MADE AND HEREBY MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER AND HEREBY DISCLAIMS

ANY IMPLIED WARRANTY REGARDING THE FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR MERCHANTABILITY OF THE PROPERTY OR ANY PORTION THEREOF.

THE ABOVE TERMS ARE AGREED AND ACCEPTED.

**BUYER: Wonder Lodging LLC**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**THE CITY OF BELLEVUE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Legal Description:**

LOT 2 BELLEVUE ENTERTAINMENT DISTRICT (6.997 AC)

**Map: Attached**



**SARPY COUNTY, NEBRASKA, CITIZEN ACCESS**

CART [0]

- HOME
- PROPERTY SEARCH
- ADVANCED SEARCH
- PERSONAL PROPERTY
- SALES
- SPECIALS
- PAY TAXES
- GIS PORTAL
- PLAT MAPS
- CONTACT US
- TERMS & CONDITIONS

**PARCEL NO:** 011621046  
**OWNER:** CITY OF BELLEVUE NEBRASKA  
**ADDRESS:** 1500 WALL ST BELLEVUE NE 68005-  
**LOCATION:**  
**LEGAL:** LOT 2 BELLEVUE ENTERTAINMENT DISTRICT (6.997 AC)  
**MAP:** 2971-22-1-11185-000-0002  
**2026 Valuation Reports for NBHD: CML**  
[Address Report](#)   [Mkt Sales Report](#)   [Deeds](#)

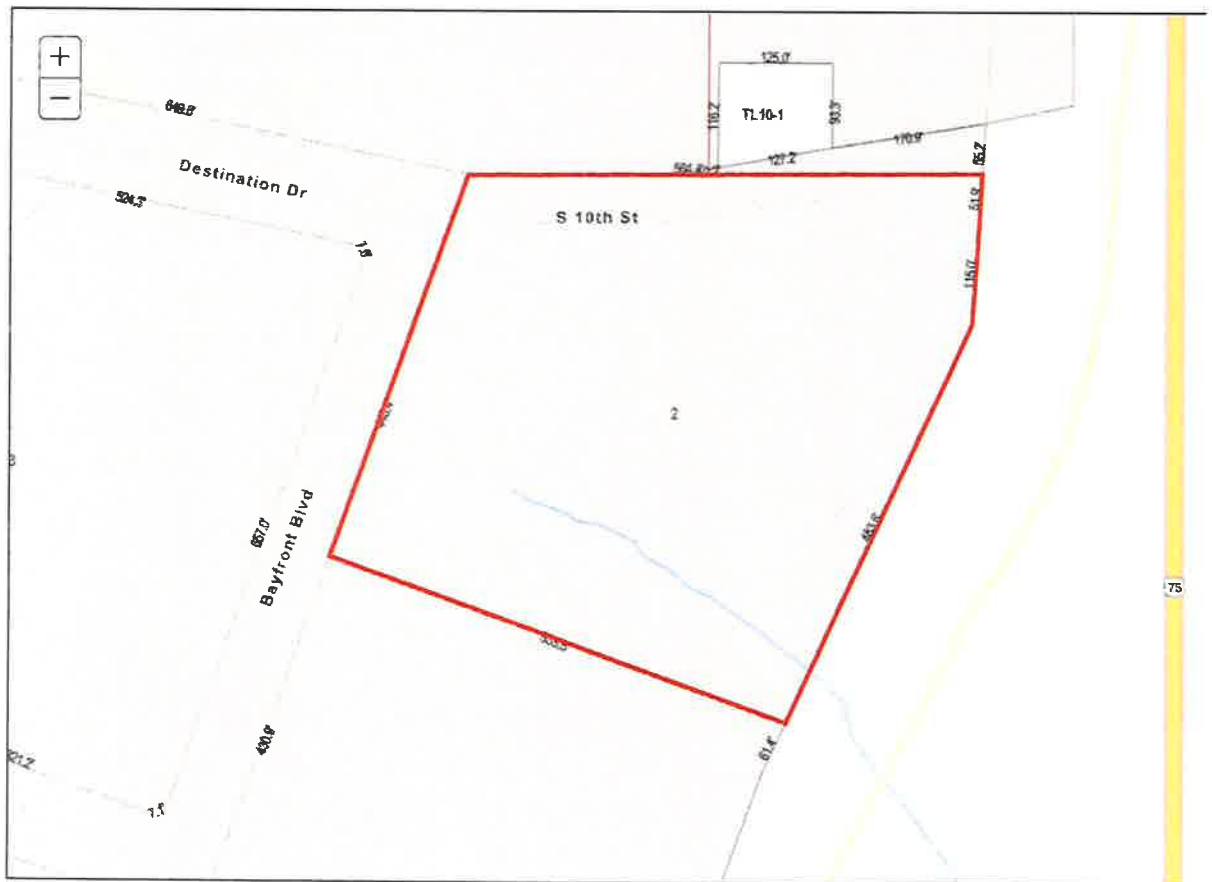
**NBH: CML**      **Prop Class: 9000**      Sch. D  
Mun. Code: 01      Tax District: 10154      Acres  
Land: **\$437,319**      Imp: **\$0**  
Prev. Total: **\$0**      Total: **\$437,319**  
Assd. Val: **\$437,319**      Exempt Val: **\$437,319**      Taxable  
Subdivision: **BELLEVUE ENTERTAINMENT DISTRICT**  
Sales Info: 4/24/2025      \$0  
Current Due:      Last Paid:      Paid D  
Balance Due:

[Back To Search](#)    << Prev    Next >>    [ 1 / 1 Records ]

VALUATION    LAND    BUILDINGS    SALES    PHOTOGRAPHS    MAPS    PROPERTIES

**Parcel #: 011621046**

Area     Length





**SARPY COUNTY, NEBRASKA, CITIZEN ACCESS**

CART 10

- HOME
- PROPERTY SEARCH
- ADVANCED SEARCH
- PERSONAL PROPERTY
- SALES
- SCHEDULE
- RATINGS
- GIS PORTAL
- PLAT MAPS
- CONTACT US
- TERMS & CONDITIONS

**PARCEL NO:** 011621046  
**OWNER:** CITY OF BELLEVUE NEBRASKA  
**ADDRESS:** 1500 WALL ST BELLEVUE NE 68005-  
**LOCATION:**  
**LEGAL:** LOT 2 BELLEVUE ENTERTAINMENT DISTRICT (6.997 AC)  
**MAP:** 2971-22-1-11185-000-0002  
**2026 Valuation Reports for NBHD: CML**  
[Address Report](#)   [Mkt Sales Report](#)   [Deeds](#)

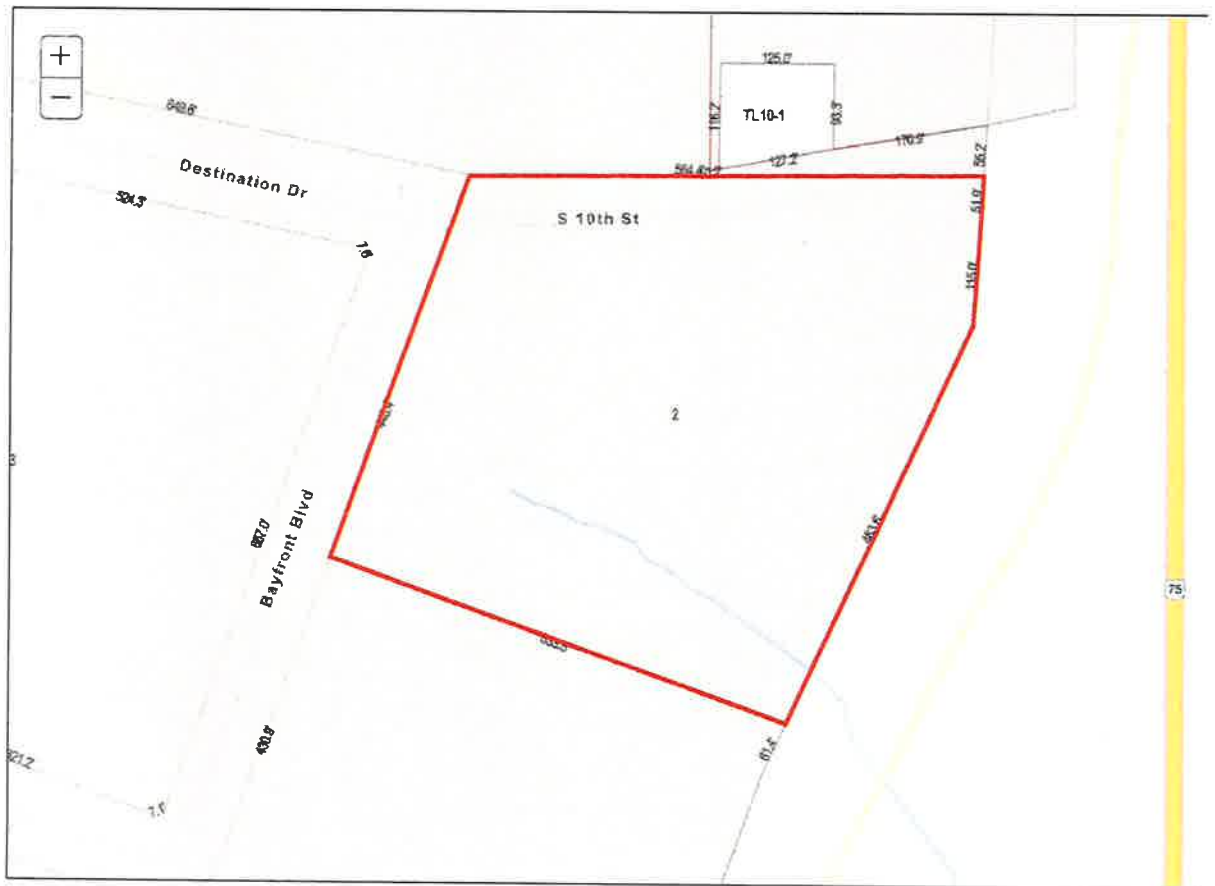
**NBH: CML**      **Prop Class: 9000**      Sch. C  
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Subdivision: BELLEVUE ENTERTAINMENT DISTRICT  
Sales Info: 4/24/2025 \$0  
Current Due:      Last Paid:      Paid E  
Balance Due:

[Back To Search](#)    << Prev   Next >>    [ 1 / 1 Records ]

[VALUATION](#)   [LAND](#)   [BUILDINGS](#)   [SALES](#)   [PHOTOGRAPHS](#)   [MAPS](#)   [PROPER](#)

**Parcel #: 011621046**

Area    Length



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14a.  
5/19/2026

COUNCIL MEETING DATE: 05.19.2026		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input checked="" type="checkbox"/>	

SUBJECT:

Fireworks Display for Bellevue Rocks Military Appreciation Night - June 4, 2026

SYNOPSIS/BACKGROUND:

Bellevue Community Foundation seeks permission for a fireworks display to be held on June 4, 2026 commencing at 10:00 PM and concluding at 10:30 PM at American Heroes Park for Bellevue Rocks Military Appreciation Night. The fireworks distributor for the event is Bellino Enterprises. Bellino Fireworks will apply for the license through the State Fire Marshall office as required.

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 Bellevue Community Foundation hold a fireworks display to be held on June 4, 2026 commencing at 10:00 PM and concluding at 10:30 PM at American Heroes Park for Bellevue Rocks Military Appreciation Night.

ATTACHMENTS:

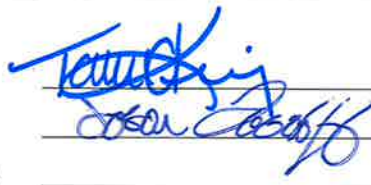
1.
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





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

**SPECIAL FIREWORKS EVENT APPLICATION**

**Event Name:** Bellevue Rocks Presented by Bellevue Community Foundation

**Date of Event:** 06.04.2026

**Time and Duration of Fireworks Display:** 10:00 PM - Appx. 30 Minutes

**Contact Person:** Phil Davidson-President Bellevue Community Foundation

**Contact Phone:** 402.659.1380 **Email:** bellevuecommunityfoundation@gmail.com

**Distributor License:**  Yes  No

**If yes, name of Distributor:** Bellino Enterprises

\_\_\_\_\_  
**Signature** 05/07/26  
**Date**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 19, 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 checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

**SUBJECT:**

Request the Sarpy County Board of Commissioners to cede jurisdiction of Part of Tax Lots 15 and 17, Section 26, along with Part of Tax Lot 1, Section 25, north part granted to the Papio-Missouri NRD by warranty deed, recorded as instrument number 2019-13909, all located in T13N, R13E of the 6th P.M., Sarpy County Nebraska, to the City of Bellevue. Applicant: City of Bellevue.

**SYNOPSIS/BACKGROUND:**

This resolution asks the Sarpy County Board of Commissioners to cede jurisdiction of a portion of Tax Lots 15, 17, and Part of Tax Lot 1 to the City of Bellevue. The majority of these parcels are currently in the city's extra-territorial jurisdiction for zoning and permitting. Once the entirety of these parcels lie within the city's ETJ, it will be easier to facilitate development of this area. Once approved, this request will be sent to the Sarpy County Board of Commissioners so the city may finalize this extension of our extra-territorial jurisdiction boundary.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

The Planning Department is recommending approval of this resolution

**ATTACHMENTS:**

1. Res. No. 2026-09	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: \_\_\_\_\_

**RESOLUTION NO. 2026-09**

BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska:

**WHEREAS**, the extra-territorial zoning jurisdiction of Part of Tax Lots 15 and 17, Section 26 (not in existing City of Bellevue extra-territorial jurisdiction); along with Part of Tax Lot 1 in Section 25, north of part granted to Papio-Missouri NRD by warranty deed, recorded as instrument number 2019-13909 (not in existing City of Bellevue extra-territorial jurisdiction), all located in Township 13 North, Range 13 East of the 6<sup>th</sup> P.M., Sarpy County Nebraska is split between the City of Bellevue and Sarpy County (as shown on attached Exhibit "A"); and

**WHEREAS**, the owner of said Part of Tax Lots 17 and Part of Tax Lot 1 has requested that the City of Bellevue assume zoning jurisdiction over the entire lot;

**NOW THEREFORE**, be it resolved by the Mayor and City Council of the City of Bellevue, Nebraska, that the City of Bellevue is requesting the Sarpy County Board of Commissioners cede zoning jurisdiction of that part of said Tax Lots 15 and 17, Section 26, along with Part of Tax Lot 1 in Section 25, within its zoning jurisdiction to the City of Bellevue.

**PASSED AND APPROVED** this 19<sup>th</sup> day of May 2026.

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

ATTEST:

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

# Exhibit A

## Legal Description

Part of Tax Lots 15 and 17 in Sec 26, Twn 13, Rng 13, not in existing City of Bellevue Extra Territorial Jurisdiction (ETJ);

Along with part of Tax Lot 1 in Sec 25, Twn 13, Rng 13, North of part granted to Papio-Missouri NRD by Warranty Deed, recorded as instrument number 2019-13909, in Sarpy County, and not in existing City of Bellevue Extra Territorial Jurisdiction (ETJ);

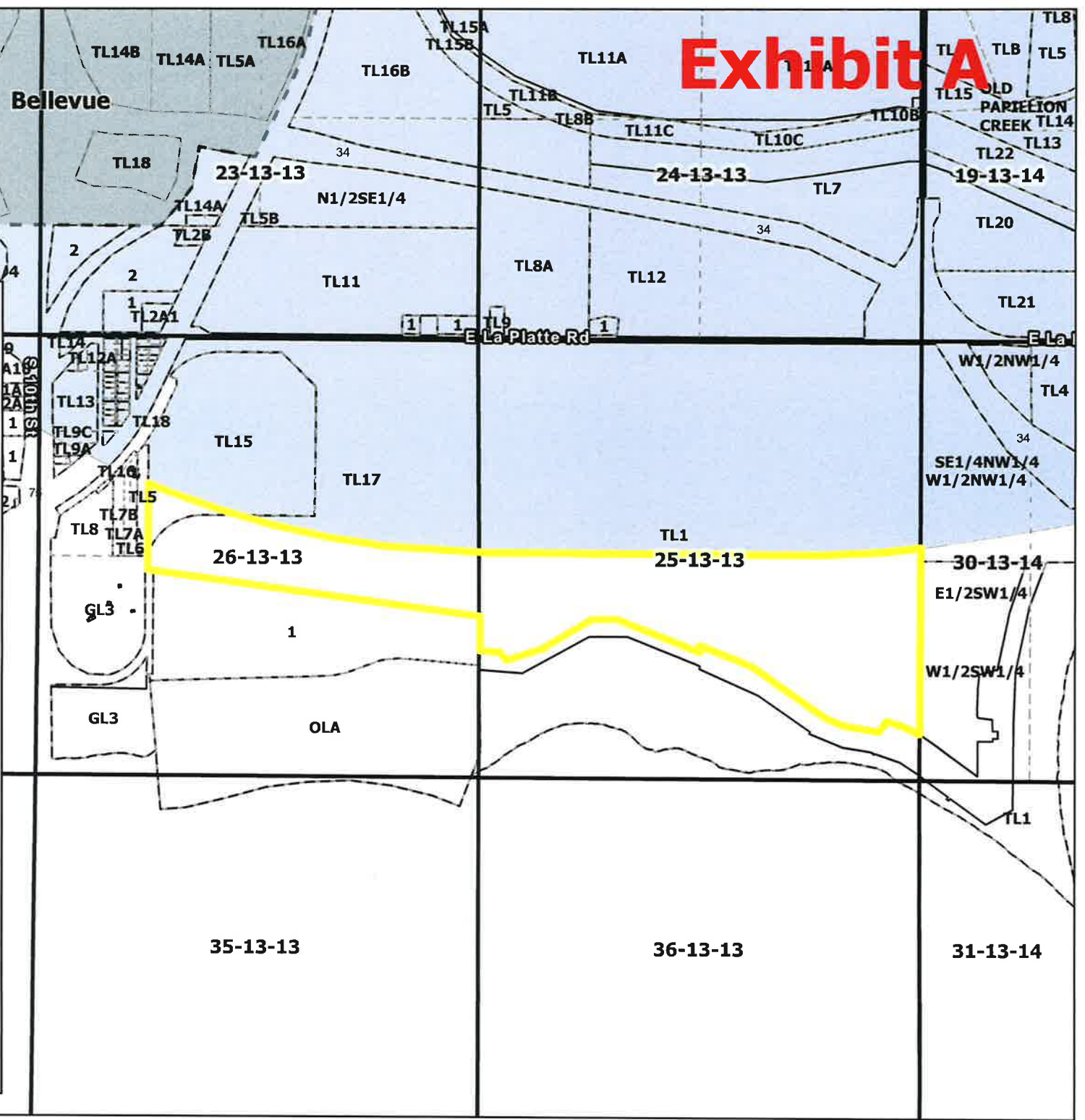
Said area contains approximately 236.93 ac.

## Legend

-  Cede To Bellevue
-  PLSS Sections
-  Current City Limit
-  Legal Lot
-  Tax Parcel
-  Extra Territorial Jurisdiction
-  Bellevue
-  Papillion



Prepared by Sarpy GIS for City of Bellevue  
Date Prepared: 5/7/2026



### Legal Description

Part of Tax Lots 15 and 17 in Sec 26, Twn 13, Rng 13, not in existing City of Bellevue Extra Territorial Jurisdiction (ETJ);

Along with part of Tax Lot 1 in Sec 25, Twn 13, Rng 13, North of part granted to Papio-Missouri NRD by Warranty Deed, recorded as instrument number 2019-13909, in Sarpy County, and not in existing City of Bellevue Extra Territorial Jurisdiction (ETJ);

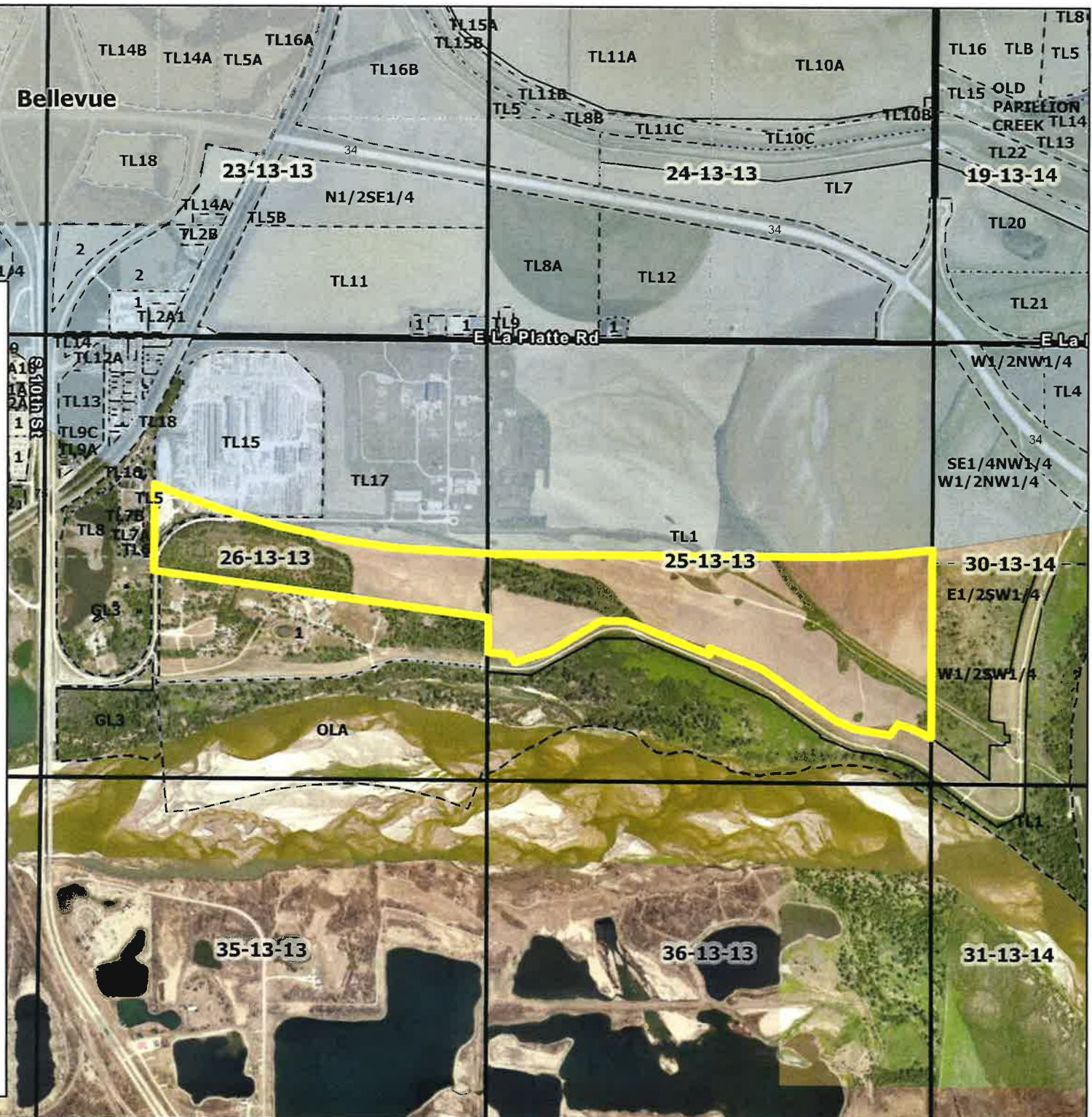
Said area contains approximately 236.93 ac.

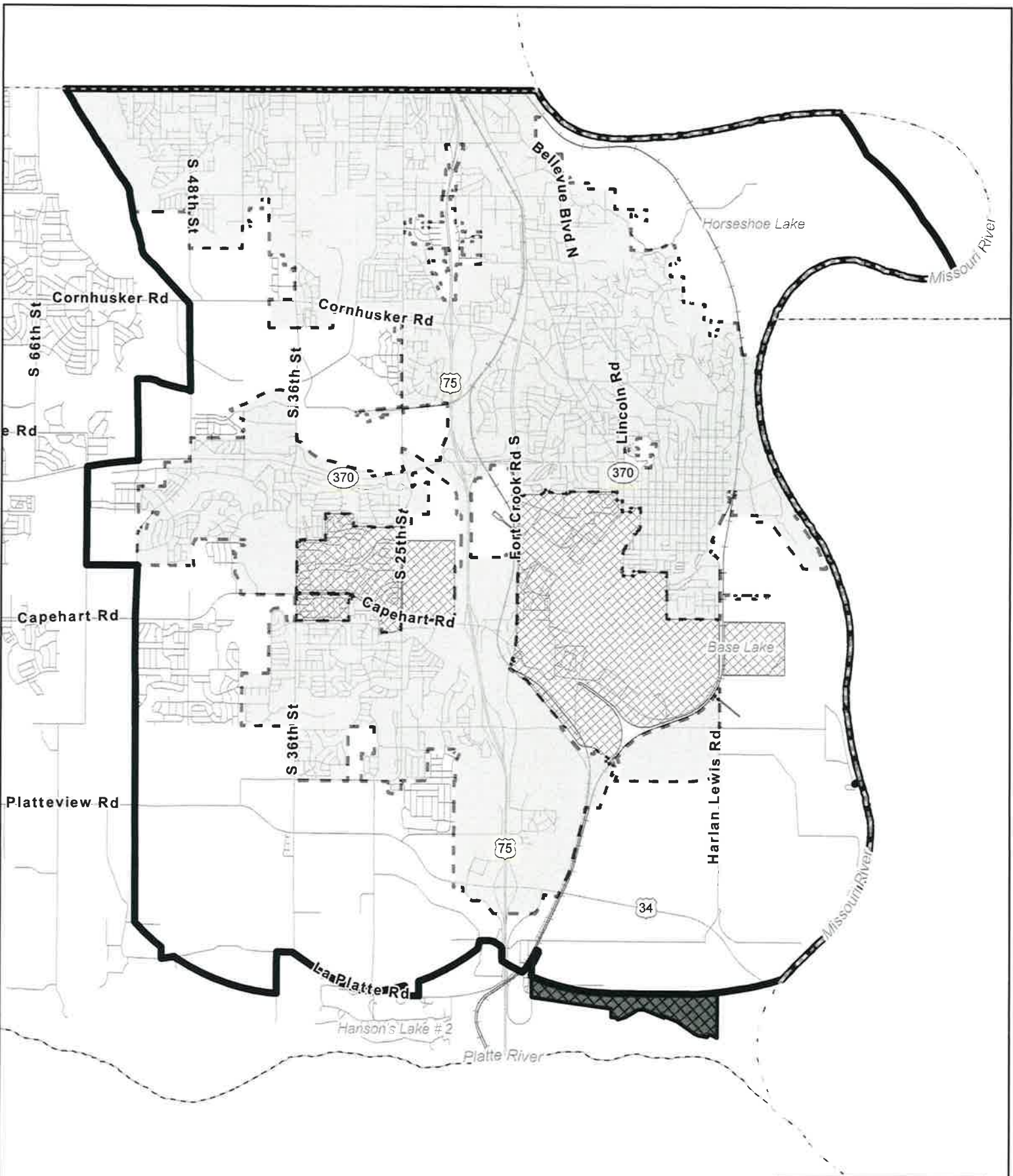
### Legend

-  Cede To Bellevue
-  PLSS Sections
-  Current City Limit
-  Legal Lot
-  Tax Parcel
- Extra Territorial Jurisdiction
  -  Bellevue
  -  Papillion






Prepared by Sarpy GIS for City of Bellevue  
Date Prepared: 5/7/2026





# Proposed Bellevue ETJ May 2026

**Legend**

-  Current City Limit
-  Extra Territorial Jurisdiction (ETJ)
-  Cede To Bellevue - 70.13 ac



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16a.  
5/19/2026

COUNCIL MEETING DATE: May 19, 2026		SUBMITTED BY: David Goedecken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Master Agreement Work Order #5 for Professional Service for the City of Bellevue Entertainment District

SYNOPSIS/BACKGROUND:

Scope of Services between the City of Bellevue and Olsson. Olsson has reworked fees and there will be a fee-reduction for equipment and construction services for the City of Bellevue. Therefore Master Agreement Work Order #5 will be (-\$3,800.00)

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 Master Agreement Work Order #5 between the City of Bellevue and Olsson for the Bellevue Entertainment District in amount of (-\$3,800.00)

ATTACHMENTS:

1. <input type="text" value="Work Order #5"/>	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:

*Shirley Bontamil*  
*Jason [Signature]*  
*[Signature]*



## **MASTER AGREEMENT WORK ORDER #5**

This exhibit dated April 24, 2026 is hereby attached to and made a part of the Master Agreement for Professional Services dated August 15, 2024 between the City of Bellevue ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

### **GENERAL**

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

### **PROJECT DESCRIPTION AND LOCATION**

Project Name: City of Bellevue Entertainment District

Project Location: NW Corner of Hwy 75 and Hidden Valley Road

### **SCOPE OF SERVICES**

Olsson shall provide the following services (Scope of Services) to Client for the Project:

<b>PHASE 1 CONSTRUCTION SERVICES</b>
--------------------------------------

#### **Phase 1 Infrastructure Construction Administration/Observation**

Fee reduction to match city budget.

## COMPENSATION

Phase	Task Description	Work Order #1	Work Order #2	Work Order #3	Work Order #4	Work Order #5	Total Contract Amount	Fee Type
<b>PROJECT MANAGEMENT &amp; COORDINATION</b>								
101	Project Management	\$ 30,000.00	\$ 22,500.00	\$ -	\$ -	\$ -	\$ 52,500.00	TM <sup>(2)</sup>
102	Third Party Coordination & Meetings	\$ 25,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 35,000.00	TM <sup>(2)</sup>
	<b>Sub-Total <sup>(1)</sup></b>	<b>\$ 55,000.00</b>	<b>\$ 22,500.00</b>	<b>\$ -</b>	<b>\$ 10,000.00</b>	<b>\$ -</b>	<b>\$ 87,500.00</b>	
<b>MASTER ENGINEERING STUDY</b>								
201	Conceptual Infrastructure Plan	\$ 10,500.00	\$ -	\$ -	\$ -	\$ -	\$ 10,500.00	LS
202	Conceptual Grading Plan	\$ 6,500.00	\$ -	\$ -	\$ -	\$ -	\$ 6,500.00	LS
203	Revised Conceptual Infrastructure Plan	\$ 13,500.00	\$ -	\$ -	\$ (2,700.00)	\$ -	\$ 10,800.00	LS
204	Revised Conceptual Grading Plan	\$ 9,500.00	\$ -	\$ -	\$ (7,600.00)	\$ -	\$ 1,900.00	LS
205	Infrastructure & Grading Cost Estimate	\$ 4,000.00	\$ -	\$ (4,000.00)	\$ -	\$ -	\$ -	LS
206	Stormwater Management Analysis, Design and Drainage Report	\$ 45,000.00	\$ -	\$ -	\$ (36,000.00)	\$ -	\$ 9,000.00	LS
207	Desktop Environmental Review	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00	LS
208	Desktop Geotechnical Review	\$ 4,500.00	\$ -	\$ (4,500.00)	\$ -	\$ -	\$ -	LS
	<b>Sub-Total <sup>(1)</sup></b>	<b>\$ 97,500.00</b>	<b>\$ -</b>	<b>\$ (8,500.00)</b>	<b>\$ (46,300.00)</b>	<b>\$ -</b>	<b>\$ 42,700.00</b>	
<b>MASTER PLANNING</b>								
301	Project Kickoff / Research	\$ 13,750.00	\$ -	\$ -	\$ -	\$ -	\$ 13,750.00	LS
302	Conceptual Site Plan / Design Charrette	\$ 26,250.00	\$ -	\$ -	\$ -	\$ -	\$ 26,250.00	LS
303	Site Plan	\$ 16,250.00	\$ -	\$ -	\$ -	\$ -	\$ 16,250.00	LS
304	Marketing Materials	\$ -	\$ -	\$ 9,500.00	\$ -	\$ -	\$ 9,500.00	LS
	<b>Sub-Total <sup>(1)</sup></b>	<b>\$ 56,250.00</b>	<b>\$ -</b>	<b>\$ 9,500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 65,750.00</b>	
<b>PHASE 1 DUE DILIGENCE</b>								
401	Topographic Survey	\$ 30,300.00	\$ -	\$ -	\$ -	\$ -	\$ 30,300.00	LS
402	ALTA/ACSM Survey	\$ 18,600.00	\$ -	\$ (4,500.00)	\$ -	\$ -	\$ 14,100.00	LS
403	Phase 1 Environmental Site Assessment	\$ 4,700.00	\$ -	\$ -	\$ -	\$ -	\$ 4,700.00	LS
404	Wetland Delineation	\$ 7,200.00	\$ -	\$ -	\$ -	\$ -	\$ 7,200.00	LS
405	Traffic Impact Study	\$ -	\$ 49,640.00	\$ -	\$ 19,750.00	\$ -	\$ 69,390.00	LS
406	Geotech Report	\$ -	\$ 9,850.00	\$ 3,150.00	\$ -	\$ -	\$ 13,000.00	LS
	<b>Sub-Total <sup>(1)</sup></b>	<b>\$ 60,800.00</b>	<b>\$ 59,490.00</b>	<b>\$ (1,350.00)</b>	<b>\$ 19,750.00</b>	<b>\$ -</b>	<b>\$ 138,690.00</b>	
<b>PHASE 1 ENTITLEMENTS</b>								
501	Preliminary Plat	\$ 17,000.00	\$ -	\$ -	\$ -	\$ -	\$ 17,000.00	LS
502	Final Plat & Rezoning	\$ 11,500.00	\$ -	\$ -	\$ 6,500.00	\$ -	\$ 18,000.00	LS
503	Mixed Use Development Agreement	\$ 21,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,000.00	LS
504	Right-of-Way Dedication/Vacation	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	TM <sup>(2)</sup>
505	Post Construction Stormwater Management Plan (PCSMP)	\$ 7,500.00	\$ -	\$ -	\$ (7,500.00)	\$ -	\$ -	LS
506	NDOT ROW Grading Permit	\$ -	\$ 11,250.00	\$ -	\$ -	\$ -	\$ 11,250.00	LS
507	On-Site Construction Permitting	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	LS
508	NDOT ROW Acquisition	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	TM <sup>(2)</sup>
509	NNG Gas Main Relocation & Easement	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 4,000.00	\$ 11,500.00	TM <sup>(2)</sup>
	<b>Sub-Total <sup>(1)</sup></b>	<b>\$ 62,000.00</b>	<b>\$ 16,250.00</b>	<b>\$ 15,000.00</b>	<b>\$ 3,000.00</b>	<b>\$ -</b>	<b>\$ 96,250.00</b>	
<b>PHASE 1 DESIGN</b>								
601	Hotel Site Conceptual Design	\$ -	\$ 9,500.00	\$ -	\$ -	\$ -	\$ 9,500.00	TM <sup>(2)</sup>
602	Mass Grading & Surcharge Design	\$ -	\$ 19,250.00	\$ 3,500.00	\$ -	\$ -	\$ 22,750.00	LS
603	SWPPP Package	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	LS
604	Subdivision Infrastructure Design	\$ -	\$ 116,500.00	\$ 46,600.00	\$ 29,850.00	\$ -	\$ 192,950.00	LS
605	Hidden Valley Drive Deceleration Lane Design	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	LS
606	10th Street and Hidden Valley Traffic Signal Design	\$ -	\$ -	\$ -	\$ 41,650.00	\$ -	\$ 41,650.00	LS
	<b>Sub-Total <sup>(1)</sup></b>	<b>\$ -</b>	<b>\$ 167,750.00</b>	<b>\$ 50,100.00</b>	<b>\$ 71,500.00</b>	<b>\$ -</b>	<b>\$ 289,350.00</b>	
<b>PHASE 1 CONSTRUCTION SERVICES</b>								
701	SWPPP Inspections	\$ -	\$ -	\$ 28,800.00	\$ -	\$ -	\$ 28,800.00	Monthly <sup>(3)</sup>
702	Mass Grading As-Built Survey	\$ -	\$ -	\$ -	\$ 4,900.00	\$ -	\$ 4,900.00	LS
703	Mass Grading Construction Services	\$ -	\$ -	\$ -	\$ 5,800.00	\$ -	\$ 5,800.00	TM <sup>(2)</sup>
704	Phase 1 Infrastructure Construction Administration/Observation	\$ -	\$ -	\$ -	\$ 214,750.00	\$ (3,800.00)	\$ 210,950.00	TM <sup>(2)</sup>
705	Phase 1 Infrastructure Construction Materials Testing	\$ -	\$ -	\$ -	\$ 53,100.00	\$ -	\$ 53,100.00	TM <sup>(2)</sup>
706	Phase 1 Infrastructure Construction Staking	\$ -	\$ -	\$ -	\$ 46,900.00	\$ -	\$ 46,900.00	TM <sup>(2)</sup>
	<b>Sub-Total <sup>(1)</sup></b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,800.00</b>	<b>\$ 325,450.00</b>	<b>\$ (3,800.00)</b>	<b>\$ 350,450.00</b>	
<b>TOTAL CONTRACT <sup>(1)</sup></b>		<b>\$331,550.00</b>	<b>\$ 265,990.00</b>	<b>\$ 93,550.00</b>	<b>\$ 383,400.00</b>	<b>\$ (3,800.00)</b>	<b>\$ 1,070,690.00</b>	

(1) All fees listed above do not include reimbursable expenses. Reimbursable expenses (i.e. mileage, reproduction costs, application fees, postage, etc.) shall be billed in addition to the contract amount. See General Provisions for additional information.

(2) Anticipated total project fee for hourly phases of proposal. Final compensation may vary depending on amount of actual work requested for hourly tasks.

(3) Anticipated total project fee for monthly phases of proposal, at a rate of \$1,200/month for 24 months.

**TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be: Dave Goedeken

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508.

**OLSSON, INC.**

By   
Brian Schuele, Project Manager

By \_\_\_\_\_

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

**CITY OF BELLEVUE**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16b.  
5/19/2026

COUNCIL MEETING DATE: May 19, 2026		SUBMITTED BY: David Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Bellevue Entertainment District Phase 1 Infrastructure - Change Order No. 2 for Vrana Civil

SYNOPSIS/BACKGROUND:

Vrana Civil Change Order No. 2 for Hidden Valley Intersection work, which includes the second right turn lane into the development and the intersection improvements on the south side of Hidden Valley. Includes labor, installation, and materials including pipe and construct concrete. Provide Temporary Traffic Control (S. 10th Street)

FISCAL IMPACT: \$259,385.84 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Infrastructure Improvements Entertainment Dist Contract for Vrana

CONTRACT EFFECTIVE DATE: 05/20/2026 CONTRACT TERM:  CONTRACT END DATE: June 30, 2026

PROJECT NAME: Bellevue Bay Entertainment District

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 Change Order No. 2 between the City of Bellevue and Vrana Civil in the amount not to exceed \$259,385.84.

ATTACHMENTS:

1. Change Order No. 2
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Annmarie Portillo*  
\_\_\_\_\_  
*David Goedecken*  
\_\_\_\_\_  
*David Goedecken*  
\_\_\_\_\_



CHANGE ORDER

No. 2

Project: Bellevue Entertainment District
Owner: City of Bellevue
Contractor: Vrana Civil

Date: March 13, 2026
Project No.: 024-03706

You are directed to make the following changes in this Contract:

Table with 6 columns: Item No., Description, Unit, Quantity, Unit Price, Amount. Rows include items like Construct Aggregate Bedding, Construct 18" RCP, Perform CCTV Pipeline Inspection, etc.

Total \$ 259,385.84

The original contract sum was \$ 2,998,559.98
Net change by previously authorized Change Orders \$ 76,425.47
The Contract Sum prior to this Change Order \$ 3,074,985.45
The Contract Sum will be increased by this Change Order \$ 259,385.84
The New Contract Sum including this Change Order will be \$ 3,334,371.29

The Contract time for this project will be increased by 0 days.
The project date of Substantial Completion as of the date of this Change Order therefore is June 30, 2026.
Note: The Substantial Completion date for improvements to Hidden Valley Drive and 10th Street south of the roundabout shall be modified to 10/31/2026.

Not valid until signed by both the Owner and Contractor.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract sum or Contract Time.

Recommended: Accepted:
By: [Signature] By: [Signature]
Engineer Owner

Accepted:
By: [Signature]
Contractor

Date: 4/9/26 Date:

Date: 4/13/2026

Approved by Funding Agency (if applicable)

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
5/19/2026

COUNCIL MEETING DATE: May 19, 2026		SUBMITTED BY: David Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Bellevue Entertainment District Phase 1 Infrastructure - Change Order No. 3 for Vrana Civil

SYNOPSIS/BACKGROUND:

Vrana Civil Change Order No. 3 for the storm sewer revision. The equipment rental, sewer pipe, all other materials and labor for the Bellevue Entertainment District in the amount of \$50,181.50 bringing Change Orders No. 1 (\$76,425.47), Change No. 2 (\$259,385.84) and Change No. 3 (\$50,181.50) to a total of \$385,992.85.

FISCAL IMPACT: \$50,181.50 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Infrastructure Improvements Entertainment Dist Contractor Vrana Civil

CONTRACT EFFECTIVE DATE: 05/20/2026 CONTRACT TERM:  CONTRACT END DATE: July 31, 2026

PROJECT NAME: Bellevue Bay Entertainment District

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 Change Order No. 3 between the City of Bellevue and Vrana Civil in the amount not to exceed \$50,181.50 for Bellevue Entertainment District Phase 1 sewer revisions.

ATTACHMENTS:

1. Change Order No. 3	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:

*Aimee Parnillon*

FINANCE APPROVAL AS TO FORM:

*Joseph [Signature]*

ADMINISTRATOR APPROVAL AS TO FORM:

*David Goedecken*



CHANGE ORDER

No. 3

Project: Bellevue Entertainment District
Owner: City of Bellevue
Contractor: Vrana Civil

Date: March 13, 2026
Project No.: 024-03706

You are directed to make the following changes in this Contract:

Table with 6 columns: Item No., Description, Unit, Quantity, Unit Price, Amount. Rows include items like 18" RCP (Additional Depth), 24" RCP (Additional Depth), etc., up to 338 Driveway White Rock Surface.

Total \$ 50,181.50

The original contract sum was \$ 2,998,559.98
Net change by previously authorized Change Orders \$ 335,811.31
The Contract Sum prior to this Change Order was \$ 3,334,371.29
The Contract Sum will be increased by this Change Order \$ 50,181.50
The New Contract Sum including this Change Order will be \$ 3,384,552.79

The Contract time for this project will be increased by 31 days.
The project date of Substantial Completion as of the date of this Change Order therefore is July 31, 2026.
Note: The Substantial Completion date for improvements to Hidden Valley Drive and 10th Street south of the roundabout shall be modified to 10/31/2026.

Not valid until signed by both the Owner and Contractor.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract sum or Contract Time.

Recommended: Accepted:
By: [Signature] Engineer By: \_\_\_\_\_ Owner
Date: 4/24/26 Date: \_\_\_\_\_

Accepted:
By: [Signature] Contractor
Date: 4/24/2026

Approved by Funding Agency (if applicable) \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16d.  
5/19/2026

COUNCIL MEETING DATE: May 19, 2026		SUBMITTED BY: Dave Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

**Bellevue American Heroes Park Floodplain Permit Agreement**

SYNOPSIS/BACKGROUND:

Improvements at American Heroes Park, including playground and streetlights. HDR will provide Scope of Services to address floodplain compliance by performing a Missouri River hydraulic analysis and preparing floodplain permitting and data collection with supporting documentation.

FISCAL IMPACT: \$35,900.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: American Heroes Park Floodplain Permit Agreement

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: Consulting

RECOMMENDATION:

approve and authorize the mayor to sign the agreement between the City of Bellevue and HDR for American Heroes Park Floodplain Permit in the amount not to exceed \$35,900.00.

ATTACHMENTS:

- Agreement
- Exhibit A
- Exhibit B
- Exhibit C
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Simone Portilla*  
*[Signature]*  
*[Signature]*

**CITY OF BELLEVUE AGREEMENT  
HEROS PARK FLOODPLAIN PERMIT**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of May, 2026, between City of Bellevue, Nebraska (“OWNER”) a municipal corporation, with principal offices at 1500 Wall Street, Bellevue, NE 68005, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as the Heros Park Floodplain Permit Application (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on the basis of Direct Labor Costs times a factor of 3.18 for the services of ENGINEER’S personnel engaged on the Project, plus Reimbursable Expenses, with a not to exceed amount of \$35,900.00.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense.

## **SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the service within the time period described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF BELLEVUE, NEBRASKA  
"OWNER"

BY: \_\_\_\_\_

NAME: Rusty H ke

TITLE: Mayor

ADDRESS: 1500 Wall Street  
Bellevue, NE 68005

HDR ENGINEERING, INC.  
"ENGINEER"

BY: *Ann Williams*

NAME: Ann E. Williams, P.E.

TITLE: Senior Vice President

ADDRESS: 1917 South 67<sup>th</sup> Street  
Omaha, NE 68106

**EXHIBIT A**

**SCOPE OF SERVICES**

# **EXHIBIT A**

## **SCOPE OF WORK**

### **PART 1.0 PROJECT DESCRIPTION**

The City of Bellevue (City) has constructed improvements at American Heroes Park, including a playground and streetlights. The City has requested that HDR provide a scope of services to address floodplain compliance by performing a Missouri River hydraulic analysis and preparing a floodplain permit application with supporting documentation.

### **PART 2.0 SCOPE OF SERVICES**

An outline for the SCOPE OF SERVICES for the City of Bellevue is provided below:

#### **TASK SERIES 100 – PROJECT MANAGEMENT**

110 – Project Management

#### **TASK SERIES 200 – HYDRAULICS AND FLOODPLAIN COMPLIANCE**

210 – Data Collection

220 – Hydraulic Analyses

230 – Floodplain Permitting

The following scope defines the work elements associated with the American Heroes Park Improvements Floodplain Compliance Project (Project).

**TASK SERIES 100 – PROJECT MANAGEMENT**

**Objective:** Provide management activities over the Project duration including planning, organizing, and monitoring Project Team activities, attending meetings, and Project cost control.

**HDR Activities:**

**Task 110 – Project Management**

- Internal project initiation
- Budget and invoice management
- Schedule monitoring
- Set Project communication and coordination standards
- Management review and QC
- Manage QC processes for Project deliverables

**Meetings/Travel:**

- None

**Task Deliverables:**

- Monthly invoicing.

**Key Understandings and Assumptions:**

- A project duration of 3 months is assumed.

**TASK SERIES 200 – HYDRAULICS AND FLOODPLAIN COMPLIANCE**

**Objective:** Collect and evaluate existing data, perform hydraulic analyses, and prepare the local floodplain permit application and supporting documentation to address floodplain compliance.

**HDR Activities:**

**Task 210 – Data Collection**

- Download publicly available LiDAR, maps, and aerial photos to assess the project’s floodplain setting.
- Obtain and review effective floodplain hazard data, local floodplain ordinances, and pertinent Project data.

- Perform site visit to measure and geospatially locate pertinent Project features.

#### **Task 220 – Hydraulic Analyses**

- Prepare duplicate effective, corrected effective, and pre-Project conditions models.
- Prepare the post-Project conditions hydraulic model. Incorporate representative blocked obstructions for the playground. Prepare and execute up to three (3) proposed conditions scenarios reflecting earthwork to mitigate for floodplain and floodway impacts.

#### **Task 230 – Floodplain Compliance**

- Prepare local floodplain permit application.
- Prepare supporting documentation, including a floodplain technical memorandum and Floodway No-Rise Certification.

#### **Meetings/Travel:**

- One (1) virtual meeting is assumed following review of Draft Floodplain Compliance Documentation.

#### **Task Deliverables:**

- Hydraulic model (HEC-RAS), if required by local floodplain administrator for permit application review.
- Local floodplain development permit application.
- Draft and Final Floodplain Compliance Documentation (technical memorandum and floodway no-rise certification).

#### **Key Understandings and Assumptions:**

1. It is assumed that two (2) HDR personnel will attend the virtual meeting.
2. The City of Bellevue \$50 floodplain permit application fee is assumed to be paid by the City or waived and is therefore not included in the fee estimate.
3. HDR will download available FEMA floodplain hazard data from online sources. A FIS Data Request will not be prepared nor submitted to FEMA (see *Information and Services Provided by Others* for additional information).
4. Based on the Sarpy County FIS (Effective 5/3/2010), the Missouri River floodplain analysis was completed by the USACE Omaha

District in December 1977 and was performed using HEC-2. Based on previous Missouri River hydraulic model investigations, HDR expects that the effective Missouri River HEC-2 model is available in PDF only. Based on this understanding and FEMA guidance on model format limitations, the USACE Upper Mississippi River Flow Frequency Study (UMRSFFS) Missouri River HEC-RAS 3.1.3 model will be used as the basis for the hydraulic analysis.

5. Hydraulic modeling will be prepared using HEC-RAS 3.1.3 (the baseline model's native version) and HEC-RAS 6.5 (or later).
6. The baseline hydraulic model vertical datum is NGVD 29. The hydraulic model vertical datum will be retained. A vertical datum conversion will be applied as needed to model input data. Technical documentation will report water surface elevations per NAVD 88.
7. It is assumed that the bathymetry represented in the effective hydraulic model remains valid and that no additional bathymetric data collection is required. Bathymetry of new cross sections will be interpolated using the bathymetry of effective model cross sections.
8. The baseline model extents will be maintained; however, model updates will only be made in the immediate Project vicinity (i.e., within or immediately adjacent to Heroes Park). The hydraulic impact analysis is intended for the playground and streetlights only.
9. It is assumed that a floodway no-rise will be achieved. The scope of work does not include analysis or development of mitigation. The scope of work does not include a Letter of Map Revision. If either are determined to be required, they may be performed as an additional service.

**Information and  
Services Provided  
by Others:**

1. The City will provide available Project data (plans, drawings, and/or manufacturer's information for the playground – including any associated grading – and streetlights).
2. The City will provide the Missouri River HEC-2 model, if available, for documentation purposes only (see Key Understandings and Assumptions above).
3. Payment of floodplain permit application fees, if any, will be completed by Others.

**PART 3.0 SCHEDULE**

A draft schedule is provided below.

<b>Task Series</b>	<b>Task or Milestone</b>	<b>Completion Date</b>	<b>Notes</b>
	Notice to Proceed	May 20, 2026	---
100	Project Management	August 21, 2026	---
200	Hydraulics and Floodplain Compliance	August 21, 2026	---

**EXHIBIT B**

**TERMS AND CONDITIONS**

# HDR Engineering, Inc. Terms and Conditions for Floodplain, Dams and Levee Professional Services

## 1. STANDARD OF PERFORMANCE

Notwithstanding any other provision of any contract term between the ENGINEER and the OWNER, the standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

ENGINEER and OWNER agree that no other party is an intended or unintended third-party beneficiary of this contract, and that ENGINEER's duties run solely to OWNER.

## 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), to loss of profits or revenue arising out of, resulting from, or in any way related to the project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

## 3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

## 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

## 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

## 6. OWNER-PROVIDED SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to the project in OWNER's possession, and any requirements or budgetary limitations. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents, information and services.

In performing services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests.

## 7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

## 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

## 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

## 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

## 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice.

OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice-to-proceed, or like document. In resolving inconsistent or contradictory provisions between this Agreement and any other document or understanding, the terms of these Terms and Conditions shall control.

#### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### 15. CERTIFICATIONS

The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering or land surveying constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied. Certification of analyses is a statement that the analyses have been performed correctly and in accordance with sound engineering practices. Certification of structural works is a statement that the works are designed in accordance with sound engineering practices and OWNER approved design loads. Certification of "as built" conditions is a statement that the structure(s) has been built according to specifically identified drawings, specifications and contract documents to the extent the structure(s) is readily observable, is in place, and is fully functioning. The definition and legal effect of any and all certifications shall be limited as stated herein.

#### 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This

Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

#### 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for engineering services when gathering information and documents and shall pay ENGINEER its standard rates for providing expert witness services when attending depositions, hearings, and trial.

If ENGINEER is made a party to any litigation concerning OWNER's flood control structures, OWNER shall reimburse ENGINEER for all costs of defense pending a final determination of ENGINEER's professional liability. If ENGINEER is found by a court of competent jurisdiction to have been negligent, ENGINEER shall reimburse OWNER the costs of defense paid by OWNER, and shall satisfy any judgment up to ENGINEER's limitation of liability. Any amount in excess of ENGINEER's limitation of liability shall be paid by OWNER.

#### 19. MAINTENANCE OF STRUCTURES AND SYSTEMS

OWNER agrees that structures and systems studied, reviewed, analyzed or designed by the ENGINEER are dependent upon OWNER's continued operation and maintenance of the project structures and systems in accordance with all permits, laws and regulations that permit the construction and operation of the structures and systems, including any Engineer prepared operations and maintenance plans. Should OWNER fail to operate or maintain the structures to be in full compliance with permits, approvals, and operations and maintenance plans, ENGINEER shall have no liability to OWNER, and OWNER shall indemnify, release and hold ENGINEER and its employees harmless from any liability resulting from any direct or consequential damage resulting from such non-compliance, including but not limited to claims made by third-parties against ENGINEER.

#### 20. VISUAL INSPECTIONS

For visual inspections, OWNER hereby releases, holds harmless, indemnifies and agrees to defend ENGINEER against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible, or internal structural or material defects, corrosion, or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being inspected, that are not readily discernible by external visual inspection through reasonable efforts.

#### 21. DESIGN CRITERIA DISCLAIMER

Prevailing science and understanding of natural forces including, but not limited to, flood, rain, temperature, earthquakes and wind indicates a dynamic and non-stationary system of potential loads. OWNER acknowledges and accepts all liability for the selection of appropriate return intervals and selection of extreme natural events for the use in the design of the dam, levee or flood control system. OWNER acknowledges they have taken into account the impacts of the various natural events when selecting the design criteria for the project.

#### 22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by

ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

**23. FORCE MAJEURE**

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

**24. EMPLOYEE IMMUNITY**

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

### EXHIBIT C

#### BELLEVUE HEROS PARK FLOODPLAIN PERMIT

Estimated Man-hours and Fee Summary

April 27, 2026

ESTIMATED MANHOURS SUMMARY								
TASK SERIES	PM	WATER RESOURCES OC	WATER RESOURCES	WATER RESOURCES	WATER RESOURCES	GIS	CONTROLLER	TOTAL
	KOENIG	0	OMER	JACKSON	JACK	0	DEVANY	
Billable Rate	\$319.05	\$285.98	\$278.82	\$156.30	\$142.88	\$159.00	\$118.90	
<b>Task 100 Project Management</b>								
110 Project Management	8		2				4	14
<b>Subtotal Task 100</b>	<b>8</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>14</b>
<b>Task 200 Hydraulic Modeling</b>								
210 Data Collection			10	4	12	2		28
220 Hydraulic Analysis		4	20	58	4			86
230 Floodplain Compliance	2	4	16	22	4			48
<b>Subtotal Task 200</b>	<b>2</b>	<b>8</b>	<b>46</b>	<b>84</b>	<b>20</b>	<b>2</b>	<b>0</b>	<b>162</b>
<b>TOTAL</b>	<b>10</b>	<b>8</b>	<b>48</b>	<b>84</b>	<b>20</b>	<b>2</b>	<b>4</b>	<b>176</b>

DIRECT COSTS						
Task Series	Travel Expenses		Print & Photo-copy	Mapping and Photos	Misc.	Total
<b>Task 100 Project Management</b>	Mileage	Cost				
110 Project Management		\$0.00				\$0.00
<b>Task 200 Hydraulic Modeling</b>						
210 Data Collection	50	\$35.00			\$223.00	\$258.00
220 Hydraulic Analysis		\$0.00				\$0.00
230 Floodplain Compliance		\$0.00				\$0.00
	<b>50.00</b>	<b>\$35.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$223.00</b>	<b>\$258.00</b>

EXHIBIT C - FEE SUMMARY						
Task Series	Total Hours		Total Labor	Direct Costs	Subconsultants	Total
<b>Task 100 Project Management</b>						
110 Project Management	14	3.18	\$3,585.64	\$0.00		\$3,585.64
<b>Task 200 Hydraulic Modeling</b>						
210 Data Collection	28	3.18	\$5,445.94	\$258.00		\$5,703.94
220 Hydraulic Analysis	86	3.18	\$16,357.09	\$0.00		\$16,357.09
230 Floodplain Compliance	48	3.18	\$10,253.21	\$0.00		\$10,253.21
<b>TOTAL</b>	<b>176</b>		<b>\$35,641.89</b>	<b>\$258.00</b>	<b>\$0.00</b>	<b>\$35,899.89</b>

S0

TOTAL:

**\$35,900**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05/19/2026		SUBMITTED BY: David Goedecken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 260102 ST26(2) 2026 Concrete Projects - Package 2

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works received 6 bids for the 2026 Concrete Projects - Package 2 on April 30, 2026 ranging from \$886,992.50 to \$1,512,960.90. The engineer's estimate was \$1,148,220.00.

After the review of the bids received, the low, responsive, responsible bidder is Navarro Lawn & Landscape in the amount of \$886,992.50.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and the Mayor to execute the Notice of Award and approve the Agreement with Navarro Lawn & Landscape Inc. DBA NLL Enterprise in the amount of \$886,992.50 to be executed upon the receipt of the insurances and bonds by Public Works.

ATTACHMENTS:

1. <input type="text" value="Bid Results"/>	2. <input type="text" value="Notice of Award"/>	3. <input type="text" value="Agreement"/>
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:




**NOTICE OF AWARD**

Date of Issuance: **May 19, 2026**  
Owner: **City of Bellevue** Owner’s Project No.: **BPW-260102**  
Engineer: **City of Bellevue** Engineer’s Project No.:  
Project: **2026 Concrete Projects – Package 2**  
Contract Name: **2026 Concrete Projects – Package 2**  
Bidder: **Navarro Lawn & Landscape DBA NLL Enterprise**  
Bidder’s Address: **8710 F Street, Suite 112, Omaha, NE 68127**

You are notified that Owner has accepted your Bid dated **4/30/2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**2026 Concrete Projects – Package 2**

The Contract Price of the awarded Contract is **\$886,992.50**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**Three (3)** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within fifteen (15) days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner **two (2)** counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
- 3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Bellevue**  
By (signature): \_\_\_\_\_  
Name (printed): **Rusty Hike**  
Title: **Mayor**

Copy: Dave Goedeken, Public Works Director

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Bellevue** (“Owner”) and **Navarro Lawn & Landscape DBA NLL Enterprise** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Concrete pavement repair, curb & gutter repair, ADA curb ramp construction, utility adjustments, and associated work.**

## ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2026 Concrete Projects – Package 2; City of Bellevue, Nebraska; BPW – 260102**

## ARTICLE 3—ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by **City of Bellevue Public Works.**

## ARTICLE 4—CONTRACT TIMES

### 4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **October 9, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 23, 2026.**

### 4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

## ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
    1. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
  - B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$886,992.50.**
  - C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6—PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage*
- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **1st OR 3<sup>rd</sup> Tuesday** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

B. Upon Substantial Completion, of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **125** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

#### 6.04 *Consent of Surety*

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

#### 6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **12** percent per annum.

### **ARTICLE 7—CONTRACT DOCUMENTS**

#### 7.01 *Contents*

A. The Contract Documents consist of all the following:

1. This Agreement.

2. Bonds:

a. Performance bond (together with power of attorney). To be provided by the Contractor with the executed agreement.

b. Payment bond (together with power of attorney). To be provided by the Contractor with the executed agreement.

3. Insurances – To be provided by the Contractor with the executed agreement.

4. Standard General Conditions of the Construction Contract (not attached but incorporated by reference), as listed in the attached Table of Contents of the Project Manual.

5. Supplementary Conditions (not attached but incorporated by reference), as listed in the attached Table of Contents of the Project Manual.

6. Supplemental Technical Specifications (not attached but incorporated by reference), as listed in the attached Table of Contents of the Project Manual.

7. Special Provisions (not attached but incorporated by reference) as listed in the attached Table of Contents of the Project Manual.
8. Drawings as listed in the Sheet Index on the attached Cover Sheet dated 4/15/2026.
9. ~~Addenda~~-(none).
10. Exhibits to this Agreement (enumerated as follows):
  - a. Equipment Assessment Certification – Exhibit “A”
  - b. City of Bellevue’s Affirmative Action Equal Employment Opportunity Policy Statement - Exhibit “B”
    - 1) Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City’s Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit “B” and incorporated herein by this reference.
  - c. Contractor’s Bid Proposal.
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Application for Payment
  - b. Certificate of Substantial Completion
  - c. Work Change Directives
  - d. Change Orders
  - e. Field Orders
  - f. Waiver of Liens
  - g. Warranty Bond, if any
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor’s Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

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

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. **If Owner is a public entity in the State the Project is located, then Contractor shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of the Project is located. Contractor shall require the same of each subcontractor.**
- C. **If Owner is a public entity in the State the Project is located, or the Project is fully or partially funded by State or Federal monies, then Contractor and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the person's hire, tenure, terms, conditions, or privileges of employment, because of the person's race, color, religion, sex, disability, or national origin in accordance with all applicable State and Federal laws and regulations.**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **May 19, 2026** (which is the Effective Date of the Contract).

Owner:

**City of Bellevue**  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: **Rusty Hike**  
*(typed or printed)*

Title: **Mayor**  
*(typed or printed)*

Address for giving notices:

**1510 Wall Street**  
**Bellevue, Nebraska 68005**

Designated Representative:

Name: **David Geodeken, PE**  
*(typed or printed)*

Title: **Public Works Director**  
*(typed or printed)*

Address:  
**1510 Wall St**  
**Bellevue, NE 68005**

Phone: **(402) 293-3025**

Email: **david.goedeken@bellevue.net**

Contractor:

(Full formal name of contractor)  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Address for giving notices:

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

## Exhibit " A"

### EQUIPMENT ASSESSMENT CERTIFICATION

BY REQUIREMENT OF THE NEBRASKA STATE STATUTE 77-1323, THE FOLLOWING INFORMATION MUST BE FURNISHED BY ALL CONTRACTORS AND SUBCONTRACTORS UTILIZING ANY EQUIPMENT ON ANY AND ALL PUBLIC IMPROVEMENT CONTRACTS.

I certify to the best of my knowledge and belief, all the information on this form is correct. All equipment to be used on City of Bellevue Project No. **BPW-260102** except that acquired since the assessment date, has been assessed for taxation for the current year in \_\_\_\_\_, County.

Name of Company \_\_\_\_\_

Authorized Official \_\_\_\_\_

*(Print Name)*

\_\_\_\_\_  
*(Signature)*

Title \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT “B”**

### ***COPY OF THE CITY OF BELLEVUE’S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT***

#### ***EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT***

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

#### ***EQUAL EMPLOYMENT OFFICER***

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

## ***NON-DISCRIMINATORY RECRUITING***

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

## ***CONTRACTS AND CONTRACTORS***

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.



**We Influence The World!**

**CONTRACT DOCUMENTS**

**for**

**CITY OF BELLEVUE**

**PROJECT NO. BPW- 260102**

**2026 CONCRETE PROJECTS – PACKAGE 2**

**BELLEVUE, NEBRASKA**

**APRIL 2026**

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  - a. Copy of the City of Bellevue’s Affirmative Action Equal Opportunity Policy Statement
3. C - 410 – Bid Form for Construction Contract
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5. C - 510 – Notice of Award
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9. C - 615 – Payment Bond
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## BID FORM FOR CONSTRUCTION CONTRACT

Project Name:	2026 Concrete Projects – Package 2
Project No.	BPW-260102

Navarro Law & Landscape PRA ULL	4-30-26
NAME OF BIDDER	DATE

### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

**City of Bellevue**  
**Public Works Department**  
**Attn: David Goedeken, PE**  
**Public Works Director**  
**1510 Wall Street**  
**Bellevue, Nebraska 68005**

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

### ARTICLE 2—ATTACHMENTS TO THIS BID

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

- A. Required Bid security;
- ~~B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;~~
- ~~C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~
- ~~D. Required Bidder Qualification Statement with supporting data;~~

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

3.01 *Unit Price Bids*

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

**ITEMIZED BID SCHEDULE  
2026 CONCRETE PROJECTS – PACKAGE 2**

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
105.140	REMOVE SIDEWALK	10,420	SF	1.00	10,420.00
501.400	ADJUST UTILITY VALVE TO GRADE	5	EA	50.00	250.00
503.000	CONSTRUCT 4-INCH PCC SIDEWALK	9,120	SF	5.00	45,600.00
503.002	CONSTRUCT 6-INCH PCC SIDEWALK	1,000	SF	5.75	5,750.00
503.100	CONSTRUCT SIDEWALK CURB WALL	150	SF	20.00	3,000.00
503.202	CONSTRUCT 6-INCH IMPRINTED PCC SURFACE	230	SF	6.75	1,552.50
504.000	CONSTRUCT PCC CURB RAMP	1,128	SF	25.00	28,200.00
504.100	CONSTRUCT DETECTABLE WARNING PANEL (SUBSIDIARY - FOR INFORMATION ONLY)	376	SF	-	-
605.000	CONSTRUCT SEGMENTAL RETAINING WALL	80	SF	30.00	2,400.00
702.914	ADJUST MANHOLE TO GRADE	20	EA	175.00	3,500.00
702.953	RECONSTRUCT CURB INLET WALLS	1	EA	1,500.00	1,500.00
802.002	INSTALL SEEDING (SUBSIDIARY - FOR INFORMATION ONLY)	1,932	SY	-	-
802.002A	INSTALL SEEDING (AUTHORIZED)	130	SY	\$6.00	\$780.00
802.700	INSTALL SODDING (SUBSIDIARY - FOR INFORMATION ONLY)	120	SY	-	-
802.700A	INSTALL SODDING (AUTHORIZED)	35	SY	\$10.00	\$350.00
906.100	CHANGEABLE MESSAGE SIGN	12	DAY	75.00	900.00
906.210A	PROVIDE TEMPORARY TRAFFIC CONTROL (MISSION GARDENS)	1	EA	2,800.00	2,800.00
906.210B	PROVIDE TEMPORARY TRAFFIC CONTROL (SOUTHERN VALLEY)	1	EA	2,500.00	2,500.00
1002.054	REPAIR PAVEMENT (TYPE OPW 4000)	8,670	SY	79.00	684,930.00
1002.100	REPAIR CURB AND GUTTER	970	LF	35.00	33,950.00
1002.101	REPAIR DRIVEWAY	320	SY	48.00	15,360.00
1002.307	ADJUST INLET TO GRADE	20	EA	400.00	8,000.00
1002.308	RECONSTRUCT INLET	1	EA	4,800.00	4,800.00
1004.350	REMOVE AND REPLACE FRAME AND SOLID MANHOLE COVER (ESTABLISHED QUANTITY)	7	EA	950.00	6,650.00
1004.400	REMOVE AND REPLACE PRECAST INLET TOP	7	EA	2,800.00	19,600.00
1102.000	REMOVE AND INSTALL NEW SPRINKLER SYSTEM HEAD	16	EA	25.00	400.00

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

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and American Society of Civil Engineers. All rights reserved.

1108.104	RENTAL OF EQUIPMENT	10	HR	20.00	200.00
1109.000	MOBILIZATION/DEMOBILIZATION	1	LS	3000.00	3000.00
1110.000	TOWING	12	HR	50.00	<del>475</del> 600.00

TOTAL  
 BID           \$ 886,992.50

B. Bidder acknowledges that:

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

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 4.03 **Bidder agrees that the start date for the work will be within ten (10) days after the issuance of the Notice to Proceed.**

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

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

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
N	4-30-24

## ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 *Bidder’s Representations*

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

## 6.02 Bidder's Certifications

### A. The Bidder certifies the following:

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

BIDDER hereby submits this Bid as set forth above:

Bidder:

Navarro Lawn & Landscape, Inc. DBA NLC Enterprise  
(typed or printed name of organization)

By: [Signature]  
(individual's signature)

Name: John Navarro  
(typed or printed)

Title: President  
(typed or printed)

Date: 4-28-26  
(typed or printed)

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

Attest: [Signature]  
(individual's signature)

Name: Nicole Dempsey  
(typed or printed)

Title: Secretary  
(typed or printed)

Date: 4-30-26  
(typed or printed)

Address for giving notices:

8710 Fct Suite 112  
Omaha Ne- 68127

Bidder's Contact:

Name: John Navarro  
(typed or printed)

Title: President  
(typed or printed)

Phone: 402-660-0703

Email: John.Navarro711@gmail.com

Address: Same:

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16f.  
5/19/2026

COUNCIL MEETING DATE: 05/19/2026		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:

BPW 260102 ST26(2) 2026 Concrete Projects - Package 1

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works received 5 bids for the 2026 Concrete Projects - Package 1 on April 30, 2026 ranging from \$763,049.50 to \$1,374,269.55. The engineer's estimate was \$1,023,380.00.

After the review of the bids received, the low, responsive, responsible bidder is Stanek Industries in the amount of \$763,049.50.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and the Mayor to execute the Notice of Award and approve the Agreement with Stanek Industries LLC in the amount of \$763,049.50 to be executed upon the receipt of the insurances and bonds by Public Works.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





**NOTICE OF AWARD**

Date of Issuance: **May 19, 2026**  
Owner: **City of Bellevue** Owner's Project No.: **BPW-260102**  
Engineer: **City of Bellevue** Engineer's Project No.:  
Project: **2026 Concrete Projects – Package 1**  
Contract Name: **2026 Concrete Projects – Package 1**  
Bidder: **Stanek Industries LLC**  
Bidder's Address: **20404 Meadow Ridge Dr, Springfield, NE 68059**

You are notified that Owner has accepted your Bid dated **4/30/2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**2026 Concrete Projects – Package 1**

The Contract Price of the awarded Contract is **\$763,049.50**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**Three (3)** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents ~~accompanies this Notice of Award or~~ has been transmitted or made available to Bidder electronically.

~~Drawings will be delivered separately from the other Contract Documents.~~

You must comply with the following conditions precedent within fifteen (15) days of the date of receipt of this Notice of Award:

1. Deliver to Owner **two (2)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Bellevue**

By (signature): \_\_\_\_\_

Name (printed): **Rusty Hike**

Title: **Mayor**

Copy: **Dave Goedeken, Public Works Director**

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between **City of Bellevue** (“Owner”) and **Stanek Industries LLC** (“Contractor”).  
Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Concrete pavement repair, curb & gutter repair, ADA curb ramp construction, utility adjustments, and associated work.**

## **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2026 Concrete Projects – Package 1; City of Bellevue, Nebraska; BPW – 260102**

## **ARTICLE 3—ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by **City of Bellevue Public Works.**

## **ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **September 19, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 10, 2026**.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

## ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
    1. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
  - B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$763,049.50.**
  - C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6—PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage*
- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **1st OR 3<sup>rd</sup> Tuesday** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
    1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **95** percent of the value of the Work completed (with the balance being retainage).
  - B. Upon Substantial Completion, of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **125** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of **12** percent per annum.

## **ARTICLE 7—CONTRACT DOCUMENTS**

### 7.01 *Contents*

- A. The Contract Documents consist of all the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney). To be provided by the Contractor with the executed agreement.
    - b. Payment bond (together with power of attorney). To be provided by the Contractor with the executed agreement.
  - 3. Insurances – To be provided by the Contractor with the executed agreement.
  - 4. Standard General Conditions of the Construction Contract (not attached but incorporated by reference), as listed in the attached Table of Contents of the Contract Documents.
  - 5. Supplementary Conditions (not attached but incorporated by reference), as listed in the attached Table of Contents of the Contract Documents.
  - 6. Supplemental Technical Specifications (not attached but incorporated by reference), as listed in the attached Table of Contents of the Contract Documents.
  - 7. Special Provisions (not attached but incorporated by reference) as listed in the attached Table of Contents of the Contract Documents.
  - 8. Drawings as listed in the Sheet Index on the attached Cover Sheet dated (Month Date, Year)

9. ~~Addenda~~ (none).
10. Exhibits to this Agreement (enumerated as follows):
  - a. Equipment Assessment Certification – Exhibit “A
  - b. City of Bellevue’s Affirmative Action Equal Employment Opportunity Policy Statement - Exhibit “B”
    - 1) Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City’s Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit “B” and incorporated herein by this reference.
  - c. Contractor’s Bid Proposal.
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Application for Payment
  - b. Certificate of Substantial Completion
  - c. Work Change Directives
  - d. Change Orders
  - e. Field Orders
  - f. Waiver of Liens
  - g. Warranty Bond, if any
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor’s Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. **If Owner is a public entity in the State the Project is located, then Contractor shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of the Project is located. Contractor shall require the same of each subcontractor.**
- C. **If Owner is a public entity in the State the Project is located, or the Project is fully or partially funded by State or Federal monies, then Contractor and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the person's hire, tenure, terms, conditions, or privileges of employment, because of the person's race, color, religion, sex, disability, or national origin in accordance with all applicable State and Federal laws and regulations.**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **May 19, 2026** (which is the Effective Date of the Contract).

Owner:  
**City of Bellevue**  
 \_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: **Rusty Hike**  
 \_\_\_\_\_  
*(typed or printed)*

Title: **Mayor**  
 \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
**1510 Wall Street**  
 \_\_\_\_\_  
**Bellevue, Nebraska 68005**  
 \_\_\_\_\_

Designated Representative:  
 Name: **David Goedeken, PE**  
 \_\_\_\_\_  
*(typed or printed)*

Title: **Public Works Director**  
 \_\_\_\_\_  
*(typed or printed)*

Address:  
 \_\_\_\_\_  
**1510 Wall St**  
 \_\_\_\_\_  
**Bellevue, NE 68005**  
 \_\_\_\_\_

Phone: **(402) 293-3025**  
 \_\_\_\_\_

Email: **david.goedeken@bellevue.net**  
 \_\_\_\_\_

Contractor:  
 \_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Address for giving notices:  
 \_\_\_\_\_  
 \_\_\_\_\_

Designated Representative:  
 Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

**Exhibit " A"**

**EQUIPMENT ASSESSMENT CERTIFICATION**

**BY REQUIREMENT OF THE NEBRASKA STATE STATUTE 77-1323, THE FOLLOWING  
INFORMATION MUST BE FURNISHED BY ALL CONTRACTORS AND SUBCONTRACTORS UTILIZING ANY  
EQUIPMENT ON ANY AND ALL PUBLIC IMPROVEMENT CONTRACTS.**

I certify to the best of my knowledge and belief, all the information on this form is correct. All  
equipment to be used on City of Bellevue Project No. **BPW-260102** except that acquired since the  
assessment date, has been assessed for taxation for the current year in  
\_\_\_\_\_, County.

Name of Company \_\_\_\_\_

Authorized Official \_\_\_\_\_

*(Print Name)*

\_\_\_\_\_

*(Signature)*

Title \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT “B”**

### ***COPY OF THE CITY OF BELLEVUE’S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT***

#### ***EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT***

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

#### ***EQUAL EMPLOYMENT OFFICER***

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

## ***NON-DISCRIMINATORY RECRUITING***

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

## ***CONTRACTS AND CONTRACTORS***

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.



**We Influence The World!**

**CONTRACT DOCUMENTS**

**for**

**CITY OF BELLEVUE**

**PROJECT NO. BPW- 260102**

**2026 CONCRETE PROJECTS – PACKAGE 1**

**BELLEVUE, NEBRASKA**

**APRIL 2026**

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2026 CONCRETE PROJECTS – PACKAGE 1  
BPW – 260102

1. Invitation to Bid
2. C - 200 - Instruction to Bidders
  - a. Copy of the City of Bellevue’s Affirmative Action Equal Opportunity Policy Statement
3. C - 410 – Bid Form for Construction Contract
4. C - 430 – Bid Bond (Penal Sum Form)
5. C - 510 – Notice of Award
6. C - 520 – Agreement Between Owner and Contractor for Construction Contract
  - a. Equipment Assessment Certification
  - b. Copy of the City of Bellevue’s affirmative Action Equal Opportunity Policy Statement.
7. C - 550 – Notice to Proceed
8. C - 610 – Performance Bond
9. C - 615 – Payment Bond
10. C - 700 – Standard General Conditions of the Construction Contract
11. C - 800 – Supplementary Conditions of the Construction Contract
12. Supplemental Technical Specifications
13. Special Provisions





## BID FORM FOR CONSTRUCTION CONTRACT

Project Name:	2026 Concrete Projects – Package 1
Project No.	BPW-260102

NAME OF BIDDER	Stanek Industries LLC	DATE	4/30/26
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### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

**City of Bellevue  
Public Works Department  
Attn: David Goedecken, PE  
Public Works Director  
1510 Wall Street  
Bellevue, Nebraska 68005**

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

### ARTICLE 2—ATTACHMENTS TO THIS BID

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

- A. Required Bid security;
- ~~B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;~~
- ~~C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~
- ~~D. Required Bidder Qualification Statement with supporting data;~~

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

3.01 *Unit Price Bids*

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

**ITEMIZED BID SCHEDULE  
2026 CONCRETE PROJECTS – PACKAGE 1**

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
102.040	CLEARING AND GRUBBING TREES OVER 36" TO 48" DIAMETER	2	EA	\$2,000 <sup>00</sup>	\$4,000 <sup>00</sup>
105.140	REMOVE SIDEWALK	9,080	SF	\$1 <sup>85</sup>	\$16,798 <sup>00</sup>
501.400	ADJUST UTILITY VALVE TO GRADE	4	EA	\$25 <sup>00</sup>	\$100 <sup>00</sup>
503.000	CONSTRUCT 4-INCH PCC SIDEWALK	9,170	SF	\$4 <sup>25</sup>	\$38,972 <sup>50</sup>
503.002	CONSTRUCT 6-INCH PCC SIDEWALK	160	SF	\$8 <sup>00</sup>	\$1,280 <sup>00</sup>
503.100	CONSTRUCT SIDEWALK CURB WALL	40	SF	\$25 <sup>00</sup>	\$1,000 <sup>00</sup>
503.202	CONSTRUCT 6-INCH IMPRINTED PCC SURFACE	520	SF	\$8 <sup>25</sup>	\$4,290 <sup>00</sup>
504.000	CONSTRUCT PCC CURB RAMP	1,374	SF	\$13.50	\$18,549 <sup>00</sup>
504.100	CONSTRUCT DETECTABLE WARNING PANEL (SUBSIDIARY - FOR INFORMATION ONLY)	456	SF	-	-
605.000	CONSTRUCT SEGMENTAL RETAINING WALL	40	SF	\$30 <sup>00</sup>	\$1,200 <sup>00</sup>
702.914	ADJUST MANHOLE TO GRADE	13	EA	\$30 <sup>00</sup>	\$390 <sup>00</sup>
702.953	RECONSTRUCT CURB INLET WALLS	6	EA	\$1,800 <sup>00</sup>	\$10,800 <sup>00</sup>
802.002	INSTALL SEEDING (SUBSIDIARY - FOR INFORMATION ONLY)	1,960	SY	-	-
802.002A	INSTALL SEEDING (AUTHORIZED)	70	SY	\$6.00	\$420 <sup>00</sup>
802.700	INSTALL SODDING (SUBSIDIARY - FOR INFORMATION ONLY)	50	SY	-	-
802.700A	INSTALL SODDING (AUTHORIZED)	15	SY	\$10.00	\$150 <sup>00</sup>
906.100	CHANGEABLE MESSAGE SIGN	14	DAY	\$150 <sup>00</sup>	\$2,100 <sup>00</sup>
906.210A	PROVIDE TEMPORARY TRAFFIC CONTROL (CHILDS RD)	1	EA	\$1,500 <sup>00</sup>	\$1,500 <sup>00</sup>
906.210B	PROVIDE TEMPORARY TRAFFIC CONTROL (HARVELL DR)	1	EA	\$1,500 <sup>00</sup>	\$1,500 <sup>00</sup>
906.210C	PROVIDE TEMPORARY TRAFFIC CONTROL (WILLOW SPRINGS)	1	EA	\$1,500 <sup>00</sup>	\$1,500 <sup>00</sup>
1002.054	REPAIR PAVEMENT (TYPE OPW 4000)	3,520	SY	\$88 <sup>50</sup>	\$311,520 <sup>00</sup>
1002.100	REPAIR CURB AND GUTTER	6,446	LF	\$27 <sup>50</sup>	\$177,265 <sup>00</sup>
1002.101	REPAIR DRIVEWAY	30	SY	\$60 <sup>00</sup>	\$1,800 <sup>00</sup>
1002.300	REPAIR MEDIAN SURFACING	1,300	SF	\$7 <sup>50</sup>	\$9,750 <sup>00</sup>
1002.308	RECONSTRUCT INLET	2	EA	\$4,500 <sup>00</sup>	\$9,000 <sup>00</sup>
1004.350	REMOVE AND REPLACE FRAME AND SOLID MANHOLE COVER (ESTABLISHED QUANTITY)	4	EA	\$645 <sup>00</sup>	\$2,580 <sup>00</sup>
1004.400	REMOVE AND REPLACE PRECAST INLET TOP	41	EA	\$2,915 <sup>00</sup>	\$119,515 <sup>00</sup>

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

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1102.000	REMOVE AND INSTALL NEW SPRINKLER SYSTEM HEAD	6	EA	\$50 <sup>00</sup>	\$300 <sup>00</sup>
1108.104	RENTAL OF EQUIPMENT	10	HR	\$115 <sup>00</sup>	\$1,150 <sup>00</sup>
1109.000	MOBILIZATION/DEMOBILIZATION	1	LS	\$25,000 <sup>00</sup>	\$25,000 <sup>00</sup>
1110.000	TOWING	4	HR	\$16 <sup>00</sup>	<del>\$400<sup>00</sup></del> \$620 <sup>00</sup>

TOTAL BID \$ 763,049<sup>50</sup>

B. Bidder acknowledges that:

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

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 4.03 **Bidder agrees that the start date for the work will be within ten (10) days after the issuance of the Notice to Proceed.**

**ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

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

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
N/A	

## ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 Bidder's Representations

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

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

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

BIDDER hereby submits this Bid as set forth above:

Bidder:

Stanek Industries LLC

*(typed or printed name of organization)*

By:

*Lori Stanek*

*(individual's signature)*

Name:

Lori Stanek

*(typed or printed)*

Title:

Owner

*(typed or printed)*

Date:

4/30/26

*(typed or printed)*

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

Attest:

*(individual's signature)*

Name:

*(typed or printed)*

Title:

*(typed or printed)*

Date:

*(typed or printed)*

Address for giving notices:

Bidder's Contact:

Name:

Dale Stanek

*(typed or printed)*

Title:

Owner

*(typed or printed)*

Phone:

402-650-4684

Email:

stanekindustries@gmail.com

Address:

20404 Meadow Ridge Dr, Springfield NE 68059

Bidder's Contractor License No.: (if applicable)

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05/19/2026		SUBMITTED BY: PUBLIC WORKS/STREET DEPT	
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:  
SEEKING AUTHORIZATION TO REPLACE FRONT-END LOADER PLOW, ST 127.

SYNOPSIS/BACKGROUND:  
REPLACING REVERSIBLE LOADER PLOW THAT IS OVER TWENTY-ONE (21) YEARS OLD VIA PRICING BASED ON NASPO MASTER AGREEMENT #240000000304 PROVIDED BY HENDERSON EQUIPMENT.

FISCAL IMPACT: \$16,824.75 BUDGETED FUNDS: Y GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: NASPO #240000000304

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: OPERATIONS AND EQUIPMENT CIP PROJECT NUMBER: CIP ST26(09)

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

ACCOUNTING DISTRIBUTION CODE: 15 ACCOUNT NUMBER: 7100

RECOMMENDATION:  
APPROVAL TO PURCHASE FRONT-END LOADER PLOW EQUIPMENT BY HENDERSON EQUIPMENT FOR THE STREET DEPARTMENT IN THE AMOUNT OF \$16,824.75.

- ATTACHMENTS:
- 1. BELLEVUE FIRM
  - 2. PICTURE - FLINK LOADER PLOW
  - 3.
  - 4.
  - 5.
  - 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 



## MEMORANDUM

**To:** Dave Goedecken                      Public Works Director  
**From:** Bobby Riggs                        Street Superintendent  
**Subject:** May 19, 2026, City Council Agenda – St 127 Plow Replacement  
**Date:** May 6, 2026

Henderson provided a quote to purchase a replacement front plow for ST 127. The new plow will fit the current Deere mounting configuration and will replace a 20+ year-old Flink plow which is in poor condition and has the old ACS coupler set-up on it. I would like to seek council approval to purchase the replacement truck. The purchase is in line with replacement criteria set forth by the Fleet Maintenance Department and is within the allocated budgetary line item for this fiscal year, account 7100.15.



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16h.  
5/19/2026

COUNCIL MEETING DATE: 05/19/2026		SUBMITTED BY: PUBLIC WORKS/STREET DEPT	
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:

SEEKING AUTHORIZATION TO REPLACE ST 116, SINGLE AXLE HOOK TRUCK WITH ANTI-ICING AND PLOW EQUIPMENT.

SYNOPSIS/BACKGROUND:

CORNHUSKER INTERNATIONAL TRUCKS, VIA PRICING ON SOURCEWELL CONTRACT #032824-NVS.  
REPLACING STREET 116 AND ASSOCIATED EQUIPMENT, A 2015 INTERNATIONAL HV507 HOOK TRUCK .

FISCAL IMPACT: \$376,544.20 BUDGETED FUNDS: Y GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: SOURCEWELL #03824-NVS

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: OPERATIONS AND EQUIPMENT CIP PROJECT NUMBER: CIP ST26(09)

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

ACCOUNTING DISTRIBUTION CODE: 15 ACCOUNT NUMBER: 7100

RECOMMENDATION:

APPROVAL TO PURCHASE EQUIPMENT

ATTACHMENTS:

1. CORNHUSKER/HENDERSON QUOTE	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Anna Portman*  
*[Signature]*  
*[Signature]*



City of Bellevue  
Fleet Maintenance Department  
2012 Betz Road • Bellevue, Nebraska • 68005 • 402-293-3129

## MEMORANDUM

**To:** Bobby Riggs  
**From:** Todd Jarosz  
**Subject:** ST116  
**Date:** 4-29-2026

ST116 2015 International 7400 Single axle hook truck. This truck is used on a daily basis in the Street Departments operations, not only with routine street repairs but also during snow removal events. This truck has had some, not only costly repairs but some extreme down time due to parts not being available. We have an engine wire loom on order for a year without an ETA and are facing costly repairs which bring other safety concerns. ST116 meets the replace criteria and are on the CIP to be replaced in the next purchase of trucks. It is my recommendation to replace ST116 in the next purchase.

Thank you,

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

Todd Jarosz  
Fleet Superintendent  
City of Bellevue



# **HV507 SFA**

Sales Proposal For:


**CITY OF BELLEVUE**

Presented By:

**CORNHUSKER INTERNATIONAL TRUCKS, INC**

# INTERNATIONAL

2026 Class 6, 7, & 8 Chassis



Sourcewell

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Awarded Contract

Contract # 032824-NVS

Wednesday, April 29, 2026

Bobby Riggs  
CITY OF BELLEVUE  
210 W Mission Ave.  
Bellevue, NE 68005-5299 USA

Dear Bobby Riggs,

We appreciate this opportunity of giving you a quote on one [2027] International HV507. We are proud to represent International Trucks and know that we offer the best product in the industry.

We are also proud of what CORNHUSKER INTERNATIONAL TRUCKS, INC can offer CITY OF BELLEVUE in the way of services and optional equipment. Consider the following:

Our Service Department is 7:00 AM - 10:00 PM Monday through Friday and 8:00 AM - Noon on Saturday. We stock over \$4,000,000 in parts inventory. We offer full service leasing and rental of vehicles. We can provide wrecker service during business hours. We offer a full selection of financing options from Conventional finance to Municipal Lease Purchases. The city of Bellevue NE has been quoted using the Government Discounts and current contract with the city of Omaha. We are using the 2026 Sourcwell contract #032824-NVS with INTERNATIONAL & Henderson Products. When you combine all of the features that CORNHUSKER INTERNATIONAL TRUCKS, INC offers you with the strength of 600 International dealers coast to coast, the answer is obvious:

The Right Product + The Right Dealership = The Right Decision

Thanks again and we look forward to completing this order. Please let me know if you have any further questions.

Sincerely,

Rob Roane



A proposal for  
**CITY OF BELLEVUE**  
**1500 WALL STREET**  
**BELLEVUE, NE 68005**

**Quote # SF-2026-01875 Revision # 1**

**Apr 16, 2026**

**Quotation valid until: Jul 15, 2026**

**This document outlines a comprehensive truck package, comprising the following equipment. The listed equipment is designed to be installed and operated as an integrated system, ensuring full compatibility and optimal performance.**

**Front Plow**

**Plow Hitch**

**Mark E Dump Body**

**StormXtreme**

**Chassis**

**Installation**

Quote prepared by: Doug Frauenholtz

## Package Model - PACKAGE

### PLOW

Plow Style	Reversible RSP/OWP
Plow Profile	Integral Shield
Plow Moldboard Modifications	Dual Mailbox Cuts
Plow Trip Type	Torsion Trip Edge
Plow Height	42 inch
Plow Length	11 foot
Plow Moldboard Material Type	Grade 50
Plow Moldboard Material Thickness	10 Gauge
Plow Moldboard Paint	Henderson Orange
Moldboard Sandblast	Sandblast Moldboard Before Paint
Plow Cutting Edge type	Standard
Plow Cutting Edge Description	Standard 5/8 X 8 Cutting Edge
Plow Pushframe type	Standard Pushframe
Plow Pushframe Width	Standard Width
Plow Reversing Cylinders	3" x 1.5" Nitrided Reversing Cylinders
Cushion Valve	Cushion Valve (Standard)
Cylinder Hose Kit	Cylinder Hose Kit (Standard)
Plow Running Gear Shape	No Running Gear
Plow Running Gear	Running Gear Mounting Bracket Only
Plow Hitch Type	Quick Link Hitch
Plow Deflector	Rubber Deflector Logo Installed
Plow Sight Marker	36" Poly Plow Marker (Ship Loose)
Parking Jack	Parking Jack Installed
Moldboard Shoes	No Moldboard Shoe
Curb Guards	No Curb Guard
Moldboard Bottom Angle Gussets	Standard Gussets
Blade Saver	No Blade Saver

### HITCH

Truck Side Hitch Type	Low Profile
Hitch Family	Basic Hitch
Lift Cylinder	3"x2" Cylinder Nitrided
Hitch Connection Type	Quick Link Hitch
Hitch Mounting Hardware	No Mounting Hardware

### HPI

Family	Mark E, Classic
Floor Length	10' Floor Length
Side Height	30 inches
Body Material (Sides/HeadSheet)	7GA GR50 Sides/Headsheet
Floor Material	3/16" AR400 Floor
Front Bolster	No Front Bolsters
Rear Bolster Material	7GA 201SS Rear Bolsters

Rear Bolster Height	<b>8" Taller Than Sides Rear Bolster, 2 1/8" Pockets</b>
Top Rail/Rub Rail Material	<b>7GA GR50 Top &amp; Rub Rails</b>
Side Braces	<b>No Side Braces</b>
Hoist Type	<b>Hooklift A-Frame(No Hoist)</b>
Hooklift A-Frame	<b>HPI Style Stellar Hook 96-10-24</b>
Hooklift Rollers	<b>Rollers Welded To Apron</b>
Hook Height and Longsill Width	<b>54"Hook Height X 41.625" Longsill Width</b>
Longsills	<b>8" X 3" Tubular A-Frame, Full Weld</b>
Body Hinge Maintenance	<b>Less Hinge</b>
Tailgate Style	<b>Configured Tailgate</b>
Tailgate Air Valve	<b>Upfitter Supplied Air Valve</b>
Tailgate Pin Lanyards	<b>No TG Pin Lanyards</b>
Horizontal J-Hooks	<b>Horizontal J-Hooks</b>
Bolsters Chain Hooks	<b>Banjo Chain Hooks (Inst)</b>
Tailgate Chains	<b>Zinc Plated TG Chains</b>
Tailgate Hinge	<b>Standard 1-1/4" Pins, 1" Plate</b>
Tailgate Release & Control	<b>Double Acting Air Cylinder with SS Bushings</b>
Tailgate Lift Style/Location	<b>Single Center D-Ring,Interior</b>
Tailgate Brace	<b>(1) Horizontal Tailgate Brace</b>
Coal Chute	<b>No Coal Chute</b>
Tailgate Liner	<b>No Tailgate Liner</b>
Tailgate Sheet Material	<b>3/16" AR400 Tailgate Sheet</b>
Tailgate Maintenance	<b>Greaseless Pins, Jaws, &amp; Shaft</b>
Cabshield Install/Ship Loose	<b>No Cabshield</b>
Cabshield Style	<b>No Cabshield</b>
Backup Light	<b>Backup Light: None</b>
Lighting Package	<b>Upfitter Supplied Light Pack</b>
Lighting Add-Ons	<b>No Weld-On Light Box</b>
Rear Facing Rear Bolster Light	<b>3 Obround Light, High</b>
Rear Bolster Marker Lighting	<b>3/4" Red Marker Light Hole</b>
Rub Rail Lighting	<b>No Rub Rail Lighting</b>
Liquid Tanks	<b>No Prewet Tanks On Body</b>
Finish Prep	<b>No Finish Prep (Raw Material)</b>
Paint/ Finish	<b>Powder Paint Orange</b>
Asphalt Lip	<b>No Asphalt Lip</b>
Side Boards, Installed at Factory	<b>No Side boards</b>
Side Ladder Location	<b>Ladder/Grabhandle, Passenger Side Rear, Installed</b>
Side Ladder Type	<b>Ladder, Fold Down 201SS</b>
Body Steps	<b>No Interior Steps</b>
Walk Rails	<b>No Walk Rails</b>
Vibrator Location	<b>No Vibrator Bracket</b>
TGS Installation	<b>No Factory Installed TGS</b>
TGS Integration	<b>No HPI Prop Style Spill Shields</b>
TGS/Asph Lip Mount Holes	<b>No Mount Holes In Bolsters</b>

**Special Request**  
No Cabshield

157821.201 Cab Shield

**STX**

STX Country/Language	<b>USA/English</b>
STX Product Family	<b>StormXtreme</b>
Inverted Vee	<b>Inverted Vee (Installed)</b>
Top Screens	<b>Std Duty Top Screen,SS</b>
Idler Type	<b>Standard Auger Idler 2" 2-Bolt</b>
Idler Grease	<b>Idler Grease Extensions</b>
Conveyor Feedback	<b>M12 Conveyor Speed Sensor</b>
Drive Type	<b>24.9Cir Mtr W/ 3.6:1 Planetary</b>
Conveyor Type	<b>Dual Auger, Vari Pitch</b>
Liquid Capacity	<b>1080 Gallon Liquid Capacity</b>
Granular Capacity	<b>5.2 Cu Yd Granular Capacity</b>
Unit Dimension	<b>66" Tall, 82" Ow X 62" Hopper</b>
Hopper Length	<b>10' Hopper W/ 1' Ext Conveyor</b>
Rear Cabinet	<b>Rear Cabinet Enclosure</b>
Conveyor Style	<b>Dual Auger Conveyor</b>
Body Material	<b>201 Grade Stainless Steel</b>
Unit Mount Type	<b>Slide-In Mount With Stand</b>
Spinner Chute Type	<b>Telescopic Spinner w/ Dump Over</b>
Spinner Disc	<b>Poly Urethane Spinner Disc,20"</b>
Spinner Tip-Up	<b>No Spinner Tip-Up Kit</b>
Anti-Ice Pump	<b>207gpm Cast Iron Anti-Ice Pump</b>
Anti-Ice Feedback	<b>M12 10-100Gpm Anti-Ice Flowmeter</b>
Anti-Ice Boom	<b>3 Lane Spray Boom</b>
Anti-Ice Nozzles	<b>32gpm Nozzles, Per Lane (Brass)</b>
Prewet Pump	<b>8.2gpm Prewet Pump</b>
Prewet Feedback	<b>M12 .5-5Gpm Prewet Flowmeter</b>
Prewet Slurry	<b>No Slurry (Prewet Only)</b>
Prewet Discharge	<b>Prewet Variable Disp Hose</b>
Prewet Flush	<b>No Prewet Flush Tank Kit</b>
Auger Flow Divider	<b>Basic Auger Flow Divider</b>
Hydraulic Valve	<b>Upfitter Supplied Valve</b>
Mounting Kit	<b>Stainless Leg Stand Assy</b>
Hold Down Kit	<b>Straps Only Hold Down Kit</b>
Front-Rear Spill Shields	<b>No Front Or Rear Spill Shields</b>
Rubber Side Spill Shields	<b>No Rubber Side Spill Shields</b>
Rear Bumper	<b>No Rear Bumper</b>
Anti-Flow Plate	<b>Anti-Flow Plate</b>
Rear Mount Ladder	<b>No Rear Ladder</b>
Splash Guard	<b>No Spray Boom Splash Guard</b>
Lighting Type	<b>Upfitter Supplied Lighting</b>
Rear Cabinet Light Holes	<b>No Rear Cabinet Holes</b>

Light Pack  
STX Chevron Tape  
**Special Request**  
Slide-In Mount With Stand

**Special Request**  
Stainless Leg Stand Assy

### **CHASSIS**

Chassis Supplier  
Order Type  
Chassis Make  
Chassis Model  
Chassis Model Year  
Hood Snow Door  
Hood Type  
Grille Style  
Cab Type  
Front Frame Extensions  
Front Frame Wall Type  
Front Frame Wall Thickness  
Front Frame Rail Height  
Front Bumper  
Front Frame Width  
Front Suspension Load Rating  
Set Back/Forward Axle  
Chassis Axle Quantity  
Chassis CA/CT (Usable)  
PTO/Pump Provisions  
Pump Location  
Transmission Model  
Transmission Cooler  
Backup Alarm  
Battery Box Placement  
Momentary Dash Switch Qty  
Rocker Switch Qty  
Plow Light Prep  
Beacon/Strobe Prep  
Trailer Plug  
Body builder plug  
Chassis Supplied Camera  
Tow Hooks  
Glad Hands  
Air Line Provision for Glad Hands  
Air Tank Placement  
Fuel Tank Location

**Upfitter Supplied Lighting**  
**No Rear Cabinet Chevron Tape**

Mounted on Hook Skid with Legs and rollers for Stellar  
96-10-24. No hold down straps. Hydraulic plumbing  
lines to front D/S

Hook lift mounted ILO Leg stand style

**Customer Supplied Chassis**

**Turnkey Install**  
**International**  
**HV507**  
**Model Year 2027**  
**No Snow Door On Hood**  
**Vocational Hood Style**  
**Stationary Grille**  
**Regular Cab**  
**20" Front Frame Extensions**  
**Single Wall Front Frame**  
**.37" Frame Rail Wall Thickness**  
**7.375" Frame Height**  
**OEM Front Bumper Included**  
**33.5" Front Frame Width**  
**Under 15K Front Suspension**  
**Set Back Axle**  
**Single Axle**  
**60**  
**PTO Provisions Driver Side**  
**Transmission Mount Pump**  
**DT12 Transmission**  
**Standard Transmission Cooler**  
**Chassis Back Up Alarm Not Included**  
**Battery Box Under Cab**  
**No Momentary Dash Switch**  
**No Latching Dash Switches**  
**Chassis Plow Light Ready**  
**OEM Strobe/Beacon\_switch\_wiring**  
**7 Pin Round Plug OEM Installed**  
**Bodybuilder Plug Installed**  
**No Chassis Supplied Camera**  
**Chassis Supplied Front Tow Hook**  
**Glad Hands Included**  
**Air Line Provisions Included**  
**Under Frame Air Tank**  
**Under Driver Door Fuel Tank**

Fuel Tank Shape  
Def Tank Location  
Fuel Tank Size  
Passenger Seat Style

Round Fuel Tank  
Def Directly In Front Of Fuel Tank  
50-59 Gallon Fuel Tank Size  
Fixed Passenger Seat

### **INSTALLATION**

Chassis Delivery To Henderson  
USC Build Facility  
Installation Order Type  
Completed Truck Delivery  
Non-Henderson Equipment  
USC Paint Location  
Hooklift  
Liquid Type  
Spreader Type  
Dump Body Type  
Scraper Type  
Wing Type  
Front Plow Type  
Hitch Type  
Plow Portion Hitch  
Hitch Mount Style  
Front Bumper  
Front Tow Hooks  
Plow Markers  
Plow Rubber Deflector  
Plow Jack Install  
Wood Sideboard Size  
Dump Body Floor Length  
Dump Body Rear Profile  
Sideboards

Truck Dealer/Customer Delivers  
USC-IA  
Turnkey Install  
Henderson Delivers (161-250 Miles)  
No Non-Henderson Equipment  
Paint Through USC-IA  
Job Specific Hooklift  
Not Required For Job  
StormXtreme  
Mark E Classic  
No Underbody Scraper  
No Wing Plow  
Reversible Plow  
Low Profile  
Plow Attachment Quick Link  
Cheek Plate Hitch Mount Kit  
Fabricated Channel Bumper Straight, 2 Piece  
Tow Hooks Not Required  
Factory Supplied and Installed at USC  
Rubber Deflector Installed at Manufacturing  
Plow Jack Installed at Manufacturing  
2" X 8" Sideboards Rough Cut  
10' Floor Length  
Straight Tailgate And Apron  
Wood Side Boards, Supplied At Henderson  
Upfit, No Paint  
Vibrator Not Required on Job  
On Fixed Cabshield  
Fork Style Stainless Steel Shovel Holder  
1 Henderson Upfit Supplied Shovel Holder  
Supplied And Installed At Factory  
Grab Handle Not Required  
No Steps Required  
No Asphalt Lip Required  
Cabshield Supplied By Factory, Stationary  
Mounted At Henderson Upfit  
Direct To Air Tank Valve (International, Mack &  
Volvo)  
Henderson Upfit Supplied Electric Over Air  
Release  
Standard Tailgate

Dump Body Vibrator  
Shovel Holder Location 1  
Shovel Holder Style  
Shovel Holder Quantity  
Ladder(s)  
Grab Handles  
Steps  
Asphalt Lip  
Cabshield Install

Pressure Protection Valve

Tailgate Release Type

Tailgate Style

Dump Body Material	<b>Painted Steel Dump Body</b>
Dump Body Cylinder Type	<b>No Hoist</b>
Dump Body Hoist Type	<b>Hooklift A-Frame (No Hoist)</b>
Spreader Tie Down Winch System	<b>No Spreader Tie Down Winches Required</b>
TGS Spill Shield	<b>TGS Spill Shield Not Required</b>
Body Liner	<b>Body Liner Not Required</b>
Rubber Mounting Pads	<b>No Rubber Mounting Pads Required</b>
Tarp Brand	<b>Tarp Not Required</b>
QD Mount Location Field	<b>Stainless Steel Quick Disconnect Mount On Stationary Cabshield</b>
Spreader Drive Type	<b>Hydraulic Drive Spreader</b>
Spreader Mount Type	<b>Hooklift Mount Spreader</b>
Spreader Cabshield	<b>Not Required</b>
Spreader Underbody Pan	<b>Not Required On Job</b>
Spreader Ladder	<b>Not Required</b>
Spreader Bumper	<b>Not Required</b>
Spreader Spinner Install Type	<b>Standard Spinner Install</b>
Spreader Hooklift Rollers	<b>Spreader Hooklift Rollers Installed at Factory</b>
Hooklift Manufacturer	<b>Stellar Hooklift</b>
Rear Mudflap Mounting	<b>Swinging Stainless Steel Mount</b>
Rear Mudflap Material	<b>Rubber Rear Mudflap With Logo</b>
Rear Center Mudflap Mounting	<b>Not Required On Job</b>
Front Center Mudflap Mounting	<b>Front Center Mudflap Not Required</b>
Front Mudflap Mounting	<b>Front Mudflap Not Required</b>
Poly Fenders	<b>Poly Fenders, Full Pair, Single Axle, Stainless Steel Mount</b>
Pintle Plate	<b>No Pintle Plate Or Cover</b>
Pintle Plate ICC Lights	<b>ICC 3 Light Bar</b>
Reflective Tape	<b>Not Required</b>
Lube System	<b>No Lube System Required</b>
Miscellaneous D-Ring Type	<b>1" D-Ring, 50 Degree Bend</b>
Miscellaneous D-Ring Quantity	<b>Quantity 2</b>
Exhaust Elbows	<b>Exhaust Elbow Not Required</b>
Automatic Tire Chains	<b>Tire Chains Not Required</b>
Pusher Axle	<b>Pusher Axle Not Required</b>
Toolbox	<b>Not Required</b>
Trailer Plug 2	<b>Not Required For Job</b>
Trailer Plug 1	<b>7 Pin Trailer Plug, Truck, 7-Way RV</b>
Gladhands	<b>Glad Hands Not Required</b>
Rear Tow Hook	<b>Not Required</b>
PDP Mount Location	<b>PDP Mounted Under Passenger Seat</b>
Misc Electrical Supplies	<b>Misc Electrical Supplies Required</b>
GPS System	<b>GPS System Not Required</b>
Rear Frame/Hook Mount, 3 Hole Light Kit	<b>Not Required</b>
Pavement Temp Sensor	<b>Included With Hydraulics Package</b>

USC Light Package  
Grille Light(s)  
Camera Wash Kit  
Camera 1 Location  
Camera Type/Monitor  
Camera Quantity  
Camera System  
Wiper(s)  
Switchbox  
License Plate Lights  
Brake Controller  
Body Up Switch/Light  
Back Up Alarm  
Roof Beacon Light  
Worklight 1 Location  
Worklight 1 Type  
Worklight Quantity  
Roof Spotlight  
Mirrors  
Driving Lights  
Plow Lights Brackets  
Plow Lights  
Dump Body Rear Lighting  
Dump Body Light Box  
Position 3 from Bottom Strobe Color  
Rear Bolster Light Position 3 from Bottom  
Rear Bolster Light Position 2 from Bottom  
Rear Bolster Light Position 1 from Bottom  
Dump Body Side Bolster Lighting  
Dump Body Rub Rail Lighting  
Cabshield Front Light Quantity  
Cabshield Rear Facing Light Quantity  
Cabshield Side Facing Light QTY  
Cabshield Beacon Light  
Hydraulic System Source  
Hydraulic System Manufacturer  
Control Mount Location  
Hydraulic Control Type  
PTO Type  
Reservoir Type  
Hydraulic Package  
Quick Coupler Upgrade  
Return Filter

**Not Required**  
**Grille Lights Not Required**  
**Camera Wash Kit Not Required**  
**Rear Spinner**  
**Camera Type Not Required**  
**1 Hydraulic Supplied Camera**  
**Camera System Included In Hydraulic Package**  
**Wiper Not Required**  
**No Switch Box Necessary**  
**License Plate Bracket & Light (3/4")**  
**Voyager Brake Controller**  
**Body Up Switch/Light Not Required**  
**Chassis Supplied Alarm**  
**Not Required**  
**Rear Spinner**  
**LED Worklight, 5" Round, Optilux**  
**Quantity 1 Worklight**  
**Not Required**  
**Not Required**  
**Driving Lights Not Required**  
**Stainless Steel, Hood, International**  
**LED, Heated, Trucklite, Round Pair**  
**3 Each Side**  
**Not Required**  
**2 Amber Strobes**  
**Strobe**

**Stop/Tail/Turn/Backup**

**Backup**

**3/4" Round (Red)**  
**No Rub Rail Lighting**  
**No Forward Facing Lights**  
**No Rear Facing Lights**  
**No Side Facing Lights**  
**Cabshield Beacon Light Not Required**  
**Henderson Supplied Hydraulic System**  
**Force America**  
**Floor Plate/Pedestal Mount Control**  
**Electric Controls**  
**Not Required**  
**Reservoir Supplied With Hydraulics**  
**Full Hydraulic Package**  
**Standard QD Couplers**  
**Supplied With Hydraulic Package**

Low Oil Indicator  
High Temperature Oil Shutdown  
Low Oil Shutdown  
Valve Enclosure Mount Location  
Valve Enclosure Size  
Valve Enclosure Supplier  
Plow Pressure Relief Valve  
Stainless Steel Tubing  
USC Paint Prep  
Body Paint Type  
USC Body Paint Color  
Clear Coat Finish  
Stationary Cabshield Paint Type  
Undercoat  
Touch Up Paint

**Special Request**

Job Specific Hooklift

**Special Request**

Stainless Steel Quick Disconnect  
Mount On Stationary Cabshield

**Special Request**

No Pintle Plate Or Cover

**Special Request**

Cabshield Lights Not Required

**Special Request**

Hydraulic System Manufacturer:  
Force America

**Special Request**

SS Lines To Rear (Standard)

**Supplied With Hydraulic Package**  
**Supplied With Hydraulic Package**  
**Included With Hydraulic Package**  
**Driver Side Valve enclosure, Frame Mount**  
**Supplied With Hydraulic Package**  
**Valve Enclosure Supplied w/ Hydraulics**  
**Plow Pressure Relief included In Hydraulics**  
**SS Lines to Rear of Truck (Standard)**  
**None**  
**Powder Painted Body**  
**Omaha Orange**  
**No Clear Coat Finish Required**  
**Wet Painted Stationary Cabshield**  
**No Undercoat Required**  
**Black Out Paint on Hardware**

Add Quote for 96-10-24 Stellar hook and bumper Quote number 259713

Delete couples Stuchi coming with Hydraulics

Install Stellar supplied Bumper and lighting with receiver tube and Air Coupler for Dump body Tailgate ADD 20 TON HOOK PER DOUG #160112

Whelen 164537 and 166663 labor. (2) 192588 (2) 192589 Ez Connect Plugs

Force Quote number QT001-2071755-2

Delete SS plumbing to rear

**Single Package Total: \$268,544.20**

**Package Quantity: 1**

**Total Price: \$268,544.20**

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Henderson offers a deposit program with additional discounts. Please contact your Henderson sales representative for more details.

All terms and conditions apply. Terms of Sale Document available at [http://www.hendersonproducts.com/assets/Terms\\_of\\_sale.pdf](http://www.hendersonproducts.com/assets/Terms_of_sale.pdf)

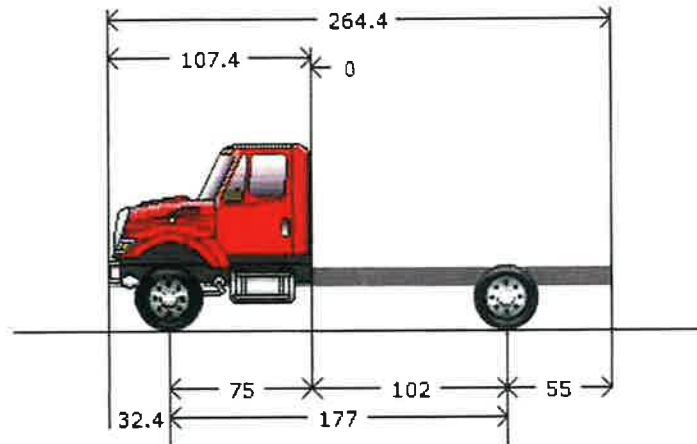
Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Quote notes:

**Prepared For:**  
 CITY OF BELLEVUE  
 Bobby Riggs  
 210 W Mission Ave.  
 Bellevue, NE 68005-5299  
 (402)293 - 3126  
 Reference ID: Std. Dumps

**Presented By:**  
 CORNHUSKER INTERNATIONAL TRUCKS, INC  
 Rob Roane  
 4502 S. 110th Street  
 Omaha NE 68137 -  
 (402)331-8801

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



**Model Profile**  
**2027 HV507 SFA (HV507)**

- AXLE CONFIG:** 4X2
- APPLICATION:** Front Plow with spreader
- MISSION:** Requested GVWR: 35000. Calc. GVWR: 36220. Calc. GCWR: 80000  
 Calc. Start / Grade Ability: 44.85% / 2.88% @ 55 MPH  
 Calc. Geared Speed: 73.5 MPH
- DIMENSION:** Wheelbase: 177.00, CA: 102.00, Axle to Frame: 55.00
- ENGINE, DIESEL:** {Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
- TRANSMISSION, AUTOMATIC:** {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
- CLUTCH:** Omit Item (Clutch & Control)
- AXLE, FRONT NON-DRIVING:** {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
- AXLE, REAR, SINGLE:** {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.63
- CAB:** Conventional, Day Cab
- TIRE, FRONT:** (2) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
- TIRE, REAR:** (4) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
- SUSPENSION, REAR, SINGLE:** 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
- PAINT:** Cab schematic 100WK  
 Location 1: 0316, Orange (Custom)  
 Chassis schematic N/A

**Vehicle Specifications  
2027 HV507 SFA (HV507)**

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
HV50700	Base Chassis, Model HV507 SFA with 177.00 Wheelbase, 102.00 CA, and 55.00 Axle to Frame.	5957/3683	9640	\$123,176.00
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8	\$84.00
1572	TOW HOOK, REAR (2)	0/10	10	\$75.00
1ANA	AXLE CONFIGURATION 4x2	0/0	0	\$0.00
	<u>Notes</u> : Pricing may change if axle configuration is changed.			
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	150/266	416	\$783.00
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	0/0	0	\$0.00
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	0/0	0	\$26.00
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	140/-35	105	\$590.00
1WDU	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump	41/4	45	\$155.00
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	217/-217	0	\$0.00
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity	60/0	60	\$973.00
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers	44/0	44	\$399.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0	\$0.00
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6			
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0	\$0.00
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0	\$0.00
4EBT	AIR DRYER {Bendix AD-IP} with Heater	11/16	27	\$526.00
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqiN Spring Brake	0/7	7	\$0.00
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqiN	4/0	4	\$0.00
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1	\$0.00

**Vehicle Specifications**  
**2027 HV507 SFA (HV507)**

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4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic	14/0	14	\$38.00
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic	0/16	16	\$58.00
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0	\$0.00
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	13/8	21	\$50.00
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10	\$35.00
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/10	10	\$70.00
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail	-32/51	19	\$288.00
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity	-23/0	-23	(\$1,168.00)
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/52	52	(\$1,324.00)
5710	STEERING COLUMN Tilting and Telescoping	16/3	19	\$463.00
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0	\$0.00
5PSA	STEERING GEAR {Sheppard M100} Power	0/0	0	\$0.00
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2	8/30	38	\$612.00
7BEV	AFTERTREATMENT COVER Steel, Black	10/3	13	\$0.00
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	126/50	176	\$2,128.00
7WAZ	TAIL PIPE (1) Turnback Type	5/5	10	\$64.00
7WDM	EXHAUST HEIGHT 10'	15/12	27	\$0.00
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	9/7	16	\$0.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0	\$0.00

Includes

- : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
- : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
- : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
- : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
- : STARTER SWITCH Electric, Key Operated
- : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
- : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
- : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
- : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
- : WIRING, CHASSIS Color Coded and Continuously Numbered

**Vehicle Specifications**  
**2027 HV507 SFA (HV507)**

April 17, 2026

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
8541	HORN, ELECTRIC (2) Disc Style	1/0	1	\$29.00
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0	\$0.00
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	0/3	3	\$209.00
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	24/29	53	\$103.00
8NAA	TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights	0/2	2	\$74.00
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness	2/0	2	\$163.00
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0	\$0.00
8RPB	RADIO, STEERING WHEEL CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect	8/2	10	\$103.00
8RPP	ANTENNA Shark Fin, Roof Mounted	1/0	1	\$0.00
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3	\$483.00
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3	\$120.00
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2	\$158.00
8TPS	STOP, TURN, TAIL & B/U LIGHTS {Weldon} Multi-Function LED Lamp, Mounted Inside Rails, Includes LED License Plate Light	-3/14	11	\$250.00
8WBW	JUMP START STUD 12V, Remote Mounted	2/0	2	\$168.00
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	2/1	3	\$59.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0	\$0.00
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0	\$42.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	8/1	9	\$193.00
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0	\$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0	\$0.00
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab	-12/6	-6	\$461.00
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted	2/0	2	\$397.00
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3	\$94.00

**Vehicle Specifications**  
**2027 HV507 SFA (HV507)**

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8XJE	TURN SIGNALS, FRONT Dual Face, LED, Amber/Amber, Mounted on Top of Fender, Used with Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors	0/0	0	\$197.00
8XMB	CONNECTOR, DASH, CENTER PANEL Cab Wiring for TMC RP1226 Vehicle Accessory Connector; Includes 14-pin Connector with Switched Power, Battery Power, Ignition Power, Ground & Body 250K Datalink, Connector Located Behind Instrument Panel Center Console	3/0	3	\$35.00
8XNY	HEADLIGHTS Halogen	0/0	0	\$0.00
9585	FENDER EXTENSIONS Rubber	6/0	6	\$104.00
9AAB	LOGOS EXTERIOR Model Badges	0/0	0	\$0.00
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0	\$0.00
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10	\$167.00
9HBM	GRILLE Stationary, Chrome	0/0	0	\$0.00
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2	\$76.00
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5	\$131.00
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100  <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"	0/0	0	\$0.00
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0	\$0.00
10771	PAINT CLASS Single Custom Color	0/0	0	\$825.00
10AGB	CONNECTED PLATFORM Includes Connectivity Module and Five Year Data Plan	1/0	1	\$0.00
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0	\$0.00
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.  <u>Notes</u> : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.	0/0	0	\$0.00
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0	\$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/-40 Degrees C, Freeze Protection	0/0	0	\$0.00
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	10/0	10	\$353.00

**Vehicle Specifications**  
**2027 HV507 SFA (HV507)**

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
12EYW	ENGINE, DIESEL {Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)	529/35	564	\$8,197.00
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed  <u>Includes</u> : FAN Nylon	0/0	0	\$0.00
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler  <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	0/0	0	\$0.00
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control	2/0	2	\$787.00
12VKL	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2026	0/0	0	\$0.00
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0	\$0.00
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	0/0	0	\$45.00
12WUL	BLOCK HEATER, ENGINE {Phillips} 120V/1000W, with "Y" Cord for Dealer Installed 120V/300W Oil Pan Heater  <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	3/0	3	\$148.00
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0	\$97.00
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0	\$0.00
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0	\$60.00
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0	\$0.00
13BDR	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	206/77	283	\$6,794.00
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type	25/0	25	\$898.00

**Vehicle Specifications**  
**2027 HV507 SFA (HV507)**

April 17, 2026

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13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1	\$50.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0	\$203.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0	\$0.00
13WVW	NEUTRAL AT STOP OMIT	0/0	0	\$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0	\$156.00
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0	\$0.00
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0	\$0.00
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 5.63	0/228	228	\$1,767.00
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/90	90	\$169.00
15924	FUEL TANK STRAPS Bright Finish Stainless Steel	0/0	0	\$260.00
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	0/0	0	\$0.00
15SXJ	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab	29/5	34	\$342.00
15WCN	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab	-2/19	17	\$178.00
16030	CAB Conventional, Day Cab	0/0	0	\$0.00
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0	\$0.00
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer	0/0	0	\$488.00
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)			
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1	\$48.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0	\$0.00

**Vehicle Specifications**  
**2027 HV507 SFA (HV507)**

April 17, 2026

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
16KZW	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust	0/0	0	\$0.00
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar	3/0	3	\$118.00
16SJW	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black, Heated, 7.5" Sq.	9/0	9	\$305.00
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	14/9	23	\$368.00
16SNT	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	3/6	9	\$505.00
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"			
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0	\$0.00
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap			
16VSL	WINDSHIELD Heated, Single Piece	1/0	1	\$632.00
16VUY	MONITOR, TIRE PRESSURE System Gives Warning that Tire Pressure is Below Set Pressure, Monitors Tire Pressure of Each Tire with Temperature Compensation, Data Displayed in the LCD of the Cluster, for 4x2 and 4x4 Axle Configurations, Does Not Include Lift Axles or Spare Wheels	0/0	0	\$0.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3	\$45.00
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0	\$76.00
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0	\$0.00
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	0/0	0	(\$367.00)
16XJP	INSTRUMENT PANEL Wing Panel	0/0	0	\$333.00
16XXC	COWL TRAY LID	7/4	11	\$200.00
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0	\$0.00
27DJM	WHEELS, FRONT {Maxion 91541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-12/0	-12	\$18.00

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**2027 HV507 SFA (HV507)**

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28DJM	WHEELS, REAR (Maxion 91541) DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-24	-24	(\$58.00)
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint	0/0	0	\$24.00
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0	\$48.00
7372135444	(4) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/20	20	(\$248.00)
7382135438	(2) TIRE, FRONT 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position	12/0	12	\$252.00
<b>Total of Product Features</b>				<b>\$156,033.00</b>
Cab schematic 100WK				
Location 1: 0316, Orange (Custom)				
Chassis schematic N/A				
<b>Services Section:</b>				
40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/ HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0	\$0.00
<b>Total of Service Features</b>				<b>\$0.00</b>
<b>Total Component Weight:</b>		<b>7718/4511</b>	<b>12229</b>	
<b>Total List Price Including Options:</b>				<b>\$156,033.00</b>
		(lbs)	(lbs)	(US DOLLAR)
1	Henderson Quote 131789 for Stellar Hook, Std. Dump Body, Pre-Wet, Plow, SS Sander and Force America Hydraulics	0/0	0	\$268,544.20
<b>Total Body Allied:</b>				<b>\$268,544.20</b>
		(lbs)	(lbs)	(US DOLLAR)
	TSC to install oil pan heater W/ Y cord	0/0	0	\$183.00
<b>Total Goods Purchased:</b>				<b>\$183.00</b>
		0/0	0	

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

**Financial Summary  
2027 HV507 SFA (HV507)**

April 17, 2026

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$156,033.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$156,033.00
Total Goods Purchased:		\$183.00
Freight	\$3,100.00	
Total Freight:		\$3,100.00
Total Factory List Price Including Freight:		\$159,316.00
Less Customer Allowance:		(\$51,316.00)
Total Vehicle Price:		\$108,000.00
Total Body/Allied Equipment:		\$268,544.20
Total Sale Price:		\$376,544.20
Total Per Vehicle Sales Price:		\$376,544.20
Net Sales Price:		\$376,544.20

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

**Approved by Seller:**

**Accepted by Purchaser:**

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

**This proposal is not binding upon the seller without Seller's Authorized Signature**

\_\_\_\_\_  
Official Title and Date

If you haven't added a planned maintenance service contract to your proposal yet, please get in touch with your local dealer, International or IC Bus Sales Representative to learn more about the benefits when ordering together with the vehicle.

International® Financial offers loans, a full line up of lease options, and can establish a line of credit for use towards the purchase of International and IC Bus vehicles. Ask your dealer, International® or IC Bus® Sales Representative about completing an International Financial credit application and any promotional offers that may be available. International Financial services are provided by Navistar Financial Corporation.

The TOPS FET Calculation is an estimate for reference purposes only. The seller is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described here in are International Motors, LLC\* standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

International Motors, LLC d/b/a International Motors USA LLC in Illinois and Ohio.



## MEMORANDUM

**To:** Dave Goedeken                      Public Works Director  
**From:** Bobby Riggs                      Street Superintendent  
**Subject:** May 19, 2026, City Council Agenda – St 116 Hook Truck Replacement  
**Date:** April 30, 2026

Cornhusker International provided a quote to purchase a replacement truck for ST 116, a 2015 International hook truck with anti-icing equipment

The truck will be replaced with a current model-year HV 507 SFAS truck based on Sourcewell Contract #032824-NVS, totaling \$376,544.20.

The old unit and related equipment will need to be sold by the City as surplus as there is no trade-in provided by Cornhusker International for the 2015 unit.

I would like to seek council approval to purchase the replacement truck.

The purchase is in line with replacement criteria set forth by the Fleet Maintenance Department and is within the allocated budgetary line item for this fiscal year, account 7100.15.

Delivery of the fully built truck is anticipated in January 2028 due to Henderson build schedules. The International chassis completion is currently at 120 days from time of order and will likely be the only payment for the purchase which will affect FY26 budgeting.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16i.  
5/19/2026

COUNCIL MEETING DATE: May 19, 2026		SUBMITTED BY: David Goedecken - Public Works	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Remove and relocate (2) streetlights along Hidden Valley Drive for Bellevue Entertainment District

SYNOPSIS/BACKGROUND:

OPPD will remove and relocate (2) streetlights, cable and pull box along Hidden Valley Drive for the Entertainment District in the amount of \$28,679.00. This is for the construction of the turn lanes into the development.

FISCAL IMPACT?: \$28,679.00      BUDGETED FUNDS?:       GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:       COUNTER-PARTY: OPPD      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: Entertainment District      CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 10-33-6030      ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the proposal between the City of Bellevue and OPPD to remove and relocate streetlights along Hidden Valley Drive for the Bellevue Entertainment District project not to exceed the amount of \$28,679.00.

ATTACHMENTS:

1. Proposal	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:

*Anna Patricia*

FINANCE APPROVAL AS TO FORM:

*John Goedecken*

ADMINISTRATOR APPROVAL AS TO FORM:

*David Goedecken*



**Project Proposal and Waiver**

**CIS+ Acct. No.:**

**LUC: Jeremy Cason**

**Design:**

**LUC Phone: 531.226.5846**

**Date:5/8/2026**

**Maximo WO:822541**

**Tax I.D.:**

**A.S. WO:822541**

<b>Capital W.O.</b> <input type="checkbox"/>	<b>Maint W.O.</b> <input type="checkbox"/>	<b>Job Order</b> <input type="checkbox"/>	<b>3 Year Refund</b> <input type="checkbox"/>
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**Customer:**

**Work Location:**

**Phone:**

**Description of Work:**

Remove and relocate 2 streetlights on Hidden Valley Dr.

**OPPD Responsibilities:**

**OPPD will remove and reinstall 2 streetlights, cable and pull box.**

**Customer Responsibilities:**

- 1) Waiver signature and submittal is required prior to work scheduling.
- 2) Notify OPPD representative if project is cancelled so invoice can be voided.
- 3) Payment (if applicable) is required prior to scheduling work.

**Will need to the locations at final grade.**

**Customer Need Date:**

**Charge: \$28,679**

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.

Owner or Owner Representative: \_\_\_\_\_

Date: \_\_\_\_\_

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 signatures also indicate 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 OPPD at the address listed on the invoice. A printed copy of the invoice MUST be sent along with payment to ensure the agreement is executed.**

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.

***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

16j.  
5/19/2026

COUNCIL MEETING DATE: <b>May 19, 2026</b>		SUBMITTED BY: <b>David Goedecken - Public Works Director</b>	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:  
**OPPD Proposal and Waiver to install decorative lighting for the Bellevue Bay Entertainment District**

SYNOPSIS/BACKGROUND:  
**OPPD to install 37 Acorn lights, 16' outlet, base and ring, screw base and install cable and street lights for Bellevue Bay Entertainment 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 NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:  
**Approve and authorize the Mayor to sign the proposal between the City of Bellevue and OPPD for the decorative lighting for the Bellevue Bay Entertainment District not to exceed \$394,050.00.**

ATTACHMENTS:

1. <input type="text" value="Proposal"/>	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: *Timothy B. ...*

FINANCE APPROVAL AS TO FORM: *Joseph ...*

ADMINISTRATOR APPROVAL AS TO FORM: *David ...*



**Project Proposal and Waiver**

**CIS+ Acct. No.:**

**LUC: Jeremy Cason**

**Design:**

**LUC Phone: 531.226.5846**

**Date:4/13/2026**

**Maximo WO:3003075**

**Tax I.D.:**

**A.S. WO:821860**

Capital W.O. <input type="checkbox"/>	Maint W.O. <input type="checkbox"/>	Job Order <input type="checkbox"/>	3 Year Refund <input type="checkbox"/>
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**Customer:**

**Work Location:**

**Phone:**

**Description of Work:**

Install 37 Acorn Lights, 16' outlet, base and ring, screw base for Bellevue Bay.

**OPPD Responsibilities:**

**OPPD will install cable and Street lights**

**Customer Responsibilities:**

- 1) Waiver signature and submittal is required prior to work scheduling.
- 2) Notify OPPD representative if project is cancelled so invoice can be voided.
- 3) Payment (if applicable) is required prior to scheduling work.

**Will need to the locations at final grade.**

**Customer Need Date:**

**Charge: \$394,050**

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.

Owner or Owner Representative: \_\_\_\_\_

Date: \_\_\_\_\_

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 signatures also indicate 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 OPPD at the address listed on the invoice. A printed copy of the invoice MUST be sent along with payment to ensure the agreement is executed.**

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.

***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.



Account Number	Due Date	Total Amount Due
2837025621	May 4, 2026	\$394,050.00

Customer Name: CITY OF BELLEVUE  
Statement Date: April 14, 2026

For Customer Service call (402) 536-4131.  
See back for toll-free number.

WO#827869

**Billing Information:**

WO#827869	394,050.00
Total Charges	<u>\$394,050.00</u>
Previous Balance	0.00
Total Amount Due	<u>\$394,050.00</u>

If you have any questions concerning this bill, please contact your Electrical Service Designer at (531) 226-5838.

2

Please return this portion with payment

For all the latest OPPD news, feature stories and photos, please visit our online news site The Wire at oppdthewire.com.

Statement Date: April 14, 2026

Account Number	Due Date	Total Amount Due
2837025621	May 4, 2026	\$394,050.00

Amount Paid

Energy Assistance: Monthly \$1  \$2  \$5  Other \$ \_\_\_\_\_

One-Time Contribution \$ \_\_\_\_\_

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number:

**Check Here to indicate name, address or phone changes on back of this statement**



CITY OF BELLEVUE  
BELLEVUE BAY ST LT  
1500 WALL ST  
BELLEVUE BAY ST LT  
Bellevue, NE 68005-3675

PO BOX 3065  
OMAHA NE 68103-0065



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