

**Bellevue City Council Meeting \*\*\*Amended Agenda\*\*\***

Tuesday, February 3, 2026 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Andy Kaup, Bellevue Christian Center, 1400 Harvell Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda **(Items marked with an (\*) are approved where this item is, unless otherwise removed)**
    1. (\*) Approval of the January 20, 2026 City Council Minutes.
    2. (\*) Acknowledge receipt of the January 22, 2026 Planning Commission Minutes.
6. APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
  - a. (\*) Approve the reappointment of Jonathan Jenkins and David Wees to the Community Development Block Grant (CDBG) Committee for three-year terms ending January 2029. (Finance Director/CDBG Specialist)
9. APPROVED CITIZEN COMMUNICATION:
  - a. Charles Shanahan - 2520 Olive Street - Discuss garage permit
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 4202: Request to rezone Lot 1, Roth's Anderson Grove, Replat 1, being a replat of Lot 1, Roth's Anderson Grove, and a platting of Tax Lot 18A1B2B Except Right-of-Way, located in the Northeast ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from BN and AG to RG-20 for the purpose of multi-family residential development. Applicant: Foundations Development, LLC. General Location: NW Corner of S 36th St & Granada Pkwy. Case #'s: Z-2510-09, S-2510-20. (Planning Director)
  - b. Ordinance No. 4203: Request to vacate all of the right-of-way between Lot 62 Southern View 3rd Platting and Lot 1 Milt's Addition (8.64 AC). Applicant: Peter Senior. General Location: 2710 Bonnie Street/Sarpy Avenue. (Public Works Director)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE
15. RESOLUTIONS: NONE
16. CURRENT BUSINESS:
  - a. Approve and authorize the Mayor to sign the 2025 CDBG Subrecipient with Bellevue Junior Sports Association (BJSA) for the Youth Sports Participation Assistance Program, in an amount not to exceed \$2,000.00. (Finance Director/CDBG Program Specialist)
  - b. Approve and authorize the Mayor to sign the Sixteenth Extension to the contract with Justin Thoms for Custom Farming approximately 36 acres at 36th and Capehart Road, in an amount not to exceed \$10,600.00 and the Sixteenth Extension to the contract with Justin Thoms for Custom Farming approximately 62 acres near the Bellevue Sports Complex, in an amount not to exceed \$33,500.00 and to waive Council Policy 4 requiring solicitation of bids for goods and services costing more than \$30,000.00. (Finance Director)

c. Approve and authorize the Mayor to sign the Quote from BCI Burke/Creative Sites for a new playground and shelter at Twin Ridge II Park, in an amount not to exceed \$145,688.65. (Public Work Director)

d. Approve and authorize the Mayor to sign the Quote from BCI Burke/Creative Sites for a new playground and shelter at Willow Springs Park, in an amount not to exceed \$241,686.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the Acquisition of Temporary Easement provided by Midwest ROW for the Mission Avenue Reconstruction & Streetscape for Tracts 6, 7 & 8, in an amount not to exceed \$740.00. (Public Works Director)

f. Approve and authorize the Mayor to sign the final payment application from NL & L Concrete on the 2025 CDBG Sidewalk Improvement Project, in an amount not to exceed \$33,152.82; Approve Final Change Order #1, in an amount of -\$9,964.55 for contract underrun; Approve project as substantially complete, and accept final project quantities. (Public Works Director)

g. Approve and authorize the Mayor to sign the Notice of Award and Contract with Heimes Corp. for the Quail Creek Lift Station & Force Main, in an amount not to exceed \$1,609,860.40. (Public Works Director)

h. Approve and authorize the Mayor to sign the Notice of Award and the Agreement with Commonwealth Electric Company for the Kennedy Freeway & Capehart Road Traffic Signal Modification Project, in an amount not to exceed \$123,114.34, upon receipt of insurance & bonds by Public Works. (Public Works Director)

i. Approve and authorize the Mayor to sign Change Order #1 from Vrana, for the Sewer Pipeline Relocation north of the Water Park in the Entertainment District, in an amount not to exceed \$76,425.47. (Community & Economic Development Director)

j. Approve and authorize the Mayor to sign the Property Agreement with the Nebraska Department of Roads (NDOT) for the Vacation & Relocation of 10th Street, in an amount not to exceed \$400,000.00. (Community & Economic Development Director)

k. Approve and authorize the Mayor to sign a Proposal with Thiele Geotech, Inc. for material testing for the Bellevue Bay Waterpark Building Package, in an amount not to exceed \$158,700.00. (Community & Economic Development Director)

l. ++ Approve and authorize the Mayor to sign the Federal Award Agreement to receive Economic Development Initiative Community Project FY-24 Funding, in an amount of \$1,729,655.00. (Finance Director/CDBG Program Specialist)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(December & January Reports are attached to this packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

# MINUTE RECORD

Bellevue City Council Meeting, January 20, 2026, Page 1

A regular meeting of the Mayor and City Council of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the January 20, 2026 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, and Julie Collins. Absent: Jerry McCaw.

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

## **APPROVAL OF THE CONSENT AGENDA:**

**Motion** was made by Welch, seconded by Preister, to approve the consent agenda consisting of the following item: Acknowledge receipt of the December 9, 2025 Tree Board Minutes; Approval of the December 16, 2025 City Council Minutes; Acknowledge receipt & accept resignation of Rich Severson from the City Treasurer position, effective January 31, 2026; Approve Mayor Hike's recommendation to appoint Jason Tordoff as the City Treasurer, effective February 1, 2026; and Approval of all City Council Member committee assignments as listed on the attached Council Committee and Task Force Assignments sheet, effective, January 1, 2026. Roll call vote to approve the consent agenda was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

## **APPROVAL OF CLAIMS:**

**Motion** was made by Preister, seconded by Casey, to approve the claims.

Councilman Preister initiated discussion regarding the city's property on Longo Drive. He requested staff assess the lease regarding the toilets and sinks overflowing to make sure the city and citizens aren't paying for these issues.

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

## **SPECIAL PRESENTATIONS:**

**Update on Bellevue Water Park & Entertainment District.** (Economic & Community Development Director)

Mr. Harrison Johnson, Economic and Community Development Director provided an update on Bellevue Bay Water Park and Entertainment District. Discussion followed.

## **ORGANIZATIONAL MATTERS: NONE**

## **APPROVED CITIZEN COMMUNICATION: NONE**

## **LIQUOR LICENSES: NONE**

## **ORDINANCES FOR ADOPTION: (Third Reading): NONE**

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

# MINUTE RECORD

Bellevue City Council Meeting, January 20, 2026, Page 2

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

**Ordinance No. 4201: Request to amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to the Bellevue City Code relating to the boundaries of the Official Zoning Map for lands lying outside the city limits but within the City's two-mile zoning jurisdiction boundaries (for Parcel #010609490). Applicant: City of Bellevue.** (Planning Director)

Ordinance No. 4201: An ordinance to amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to boundaries of the Official Zoning Jurisdiction Map for lands lying inside the city limits of Bellevue and land lying outside the city limits but within the city's two-mile zoning jurisdiction; to adopt a map establishing jurisdictional boundaries; to repeal such section as heretofore existing; and designating an effective date was read for the first time by title only.

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

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

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

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Casey, seconded by Collins, to approve Ordinance No. 4201: An ordinance to amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to boundaries of the Official Zoning Jurisdiction Map for lands lying inside the city limits of Bellevue and land lying outside the city limits but within the city's two-mile zoning jurisdiction; to adopt a map establishing jurisdictional boundaries; to repeal such section as heretofore existing. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

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

## **RESOLUTIONS:**

**Resolution No. 2026-01: Authorizing the Mayor to sign the Engineering Services Supplemental Agreement #1 with Olsson Inc. on the 36th Street, Sheridan - Platteview Rd. project, in an amount not to exceed \$75,000.00 and authorize the Mayor to sign the resolution.** (Public Works Director)

**Motion** was made by Welch, seconded by Collins, to approve Resolution No. 2026-01: Resolution No. 2026-01: Authorizing the Mayor to sign the Engineering Services Supplemental Agreement #1 with Olsson Inc. on the 36th Street, Sheridan - Platteview Rd. project, in an amount not to exceed \$75,000.00 and authorize the Mayor to sign the resolution. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

**Resolution No. 2026-02: Authorize the Mayor to sign the Local Public Agency (LPA) Program Agreement with NDOT for Federal -Aid Funds for the Bellevue Active Mobility Plan, in an amount not to exceed \$52,500.00 and authorize the Mayor to sign the resolution.** (Public Works Director)

Motion was made by Preister, seconded by Casey, to approve Resolution No. 2026-02: Authorize the Mayor to sign the Local Public Agency (LPA) Program Agreement with NDOT for Federal -Aid Funds for the Bellevue Active Mobility Plan, in an amount not to exceed \$52,500.00 and authorize the Mayor to sign the resolution. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

## **CURRENT BUSINESS:**

**Approve and authorize the Mayor to sign the Agreement with Cox Communications Omaha, LLC/Cox Nebraska Telcom, LLC to provide enhanced internet service at the Bellevue Public Library, in a monthly rate not to exceed \$194.99 for Cox Business Internet (CBI 300), plus CBI modem — \$2,339.88.** (Library Director)

**Motion** was made by Collins, seconded by Preister, to approve and authorize the Mayor to sign the Agreement with Cox Communications Omaha, LLC/Cox Nebraska Telcom, LLC to provide enhanced internet service at the Bellevue Public Library, in a monthly rate not to exceed \$194.99 for Cox Business Internet (CBI 300), plus CBI modem — \$2,339.88. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, January 20, 2026, Page 3

**Approve and authorize the Mayor to sign an agreement with the Sarpy County Sheriff's Office, Papillion Police Department and La Vista Police Department to formally establish the Sarpy County Consolidated Drone Team.** (Chief Clary)

**Motion** was made by Preister, seconded by Welch, to approve and authorize the Mayor to sign an agreement with the Sarpy County Sheriff's Office, Papillion Police Department and La Vista Police Department to formally establish the Sarpy County Consolidated Drone Team.

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

**Approve and authorize the Mayor to sign the 2025 CDBG Subrecipient agreement with Bellevue Public Schools for the Employment Literacy Program, in an amount not to exceed \$19,400.00.** (Finance Director/CDBG Program Specialist)

**Motion** was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the 2025 CDBG Subrecipient agreement with Bellevue Public Schools for the Employment Literacy Program, in an amount not to exceed \$19,400.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

**Approve and authorize the Mayor to sign the 2025 CDBG Subrecipient agreement with Habitat for Humanity of Omaha for the Home Repair Program in an amount not to exceed \$48,839.00.** (Finance Director/CDBG Program Specialist)

**Motion** was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the 2025 CDBG Subrecipient agreement with Habitat for Humanity of Omaha for the Home Repair Program in an amount not to exceed \$48,839.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

**Approve and authorize the Mayor to sign the 2025 CDBG Subrecipient agreement with All Seasons Foundation for the Assistance for Vulnerable Adults in an amount not to exceed \$4,388.00.** (Finance Director/CDBG Program Specialist)

**Motion** was made by Preister, seconded by Collins, to approve and authorize the Mayor to sign the 2025 CDBG Subrecipient agreement with All Seasons Foundation for the Assistance for Vulnerable Adults in an amount not to exceed \$4,388.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

Mayor Hike announced staff requested the removal of Item 16f. Approve and authorize the Mayor to sign the 2025 CDBG Subrecipient agreement with Bellevue Junior Sports Association for the Youth Participation Assistance Program, in an amount not to exceed \$2,000.00. (Finance Director/CDBG Program Specialist)

**Approve and authorize the Mayor to sign the 2025 CDBG Subrecipient agreement with Lift Up Sarpy for the Community Response Program, in an amount not to exceed \$21,530.00.** (Finance Director/CDBG Program Specialist)

**Motion** was made by Preister, seconded by Collins, to approve and authorize the Mayor to sign the 2025 CDBG Subrecipient agreement with Lift Up Sarpy for the Community Response Program, in an amount not to exceed \$21,530.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

**Approve and authorize the Mayor to sign the 2025 CDBG Subrecipient agreement with Eastern Nebraska Community Action Partnership (ENCAP) for the Bellevue Food Pantry Renovation, in an amount not to exceed \$140,000.00.** (Finance Director/CDBG Program Specialist)

**Motion** was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the 2025 CDBG Subrecipient agreement with Eastern Nebraska Community Action Partnership (ENCAP) for the Bellevue Food Pantry Renovation, in an amount not to exceed \$140,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

Mayor Hike announced staff requested the removal of Item 16i. Approve and authorize the Mayor to sign the CDBG Subrecipient agreement with the Light House for their business expansion project, in an amount not to exceed \$13,300.00. (Finance Director/CDBG Program Specialist)

**Approve and authorize the Mayor to sign the CDBG Subrecipient agreement with Bellevue Economic Enhancement Foundation for the Bellevue Chamber Small Business Assistance Program, in an amount not to exceed \$30,000.00.** (Finance Director/CDBG Program Specialist)

**Motion** was made by Casey, seconded by Collins, to approve and authorize the Mayor to sign the CDBG Subrecipient agreement with Bellevue Economic Enhancement Foundation for the Bellevue

# MINUTE RECORD

Bellevue City Council Meeting, January 20, 2026, Page 4

Chamber Small Business Assistance Program, in an amount not to exceed \$30,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

**Approve and authorize the Mayor to sign the Proposed Project Agreement with Cerris Systems to replace heat pump in Public Works Dept., in an amount not to exceed \$13,331.00.** (Public Work Director)

**Motion** was made by Collins, seconded by Welch, to approve and authorize the Mayor to sign the Proposed Project Agreement with Cerris Systems to replace heat pump in Public Works Dept., in an amount not to exceed \$13,331.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

**Approve and authorize the Mayor to sign the Agreement with Myers and Stauffer-Public Consulting Group for consulting services with the Ground Emergency Medical Transport (GEMT) Medicaid Program, to be estimated at a +\$36,581.27.** (Finance Director)

**Motion** was made by Collins, seconded by Preister, to approve and authorize the Mayor to sign the Agreement with Myers and Stauffer-Public Consulting Group for consulting services with the Ground Emergency Medical Transport (GEMT) Medicaid Program, to be estimated at a +\$36,581.27.

Councilwoman Welch requested clarification if this is money being added back into the budget.

Mr. Jason Tordoff, Assistant Finance Director, provided a background on the program. He explained this a matching contribution to release federal funding. This is a gain that will come back into the budget.

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

**Approve and authorize the Mayor to sign the Mainline Extension Agreement with MUD to install water mains in Bellevue Entertainment District Subdivision NW of Hwy 75 & Hidden Valley Drive (Platteview Rd.) to serve Lots 1, 2 and 4, in an amount not to exceed \$863,762.00.** (Public Works Director)

**Motion** was made by Casey, seconded by Collins, to approve and authorize the Mayor to sign the Mainline Extension Agreement with MUD to install water mains in Bellevue Entertainment District Subdivision NW of Hwy 75 & Hidden Valley Drive (Platteview Rd.) to serve Lots 1, 2 and 4, in an amount not to exceed \$863,762.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

**Approve and authorize the Mayor to sign Amendment #1 to the agreement with HDR on the Twin Creek Siphon Rehabilitation Project, in an amount not to exceed \$166,340.00.** (Public Works Director)

**Motion** was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign Amendment #1 to the agreement with HDR on the Twin Creek Siphon Rehabilitation Project, in an amount not to exceed \$166,340.00.

Councilman Casey mentioned this is running about \$106,000 over what was budgeted in the CIP. He requested clarification on the increase.

Mr. Dave Goedeken, Public Works Director, explained when this item was budgeted in the CIP, he and Epiphany, Wastewater Superintendent, were not well versed in the scope this project would take on. This amount is specifically for the engineering of the project. Conversation ensued.

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

**Approve and authorize the Mayor to sign the Agreement with Felsburg Holt & Ullevig (FHU) for final design services for the 1507 Cobblestone Creek Storm Sewer Project, in an amount not to exceed \$50,435.00.** (Public Works Director)

**Motion** was made by Preister, seconded by Collins, to approve and authorize the Mayor to sign the Agreement with Felsburg Holt & Ullevig (FHU) for final design services for the 1507 Cobblestone Creek Storm Sewer Project, in an amount not to exceed \$50,435.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

**Approve and authorize the Mayor to sign the agreement with Felsburg Holt & Ullevig (FHU) for Preliminary Design Services for the McCann Park Storm Sewer Project, in an amount not to exceed \$82,135.00.** (Public Works Director)

**Motion** was made by Collins, seconded by Welch, to approve and authorize the Mayor to sign the agreement with Felsburg Holt & Ullevig (FHU) for Preliminary Design Services for the McCann Park

# MINUTE RECORD

Bellevue City Council Meeting, January 20, 2026, Page 5

Storm Sewer Project, in an amount not to exceed \$82,135.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

**Approve and authorize the Mayor to sign the Three-Year Refundable Agreement with OPPD for the 1601 Bluff St. Pump Station Project, in an amount not to exceed \$55,000.00.** (Public Works Director)

**Motion** was made by Preister, seconded by Casey, to approve and authorize the Mayor to sign the Three-Year Refundable Agreement with OPPD for the 1601 Bluff St. Pump Station Project, in an amount not to exceed \$55,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

**Approve and authorize the Mayor to sign the Master Agreement Work Order #4 with Olsson for infrastructure in the Entertainment District, in an amount not to exceed \$383,400.00.** (Economic & Community Development Director)

**Motion** was made by Collins, seconded by Preister, to approve and authorize the Mayor to sign the Master Agreement Work Order #4 with Olsson for infrastructure in the Entertainment District, in an amount not to exceed \$383,400.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

**Approve and authorize the Mayor to sign the Gas & Water Permanent Easement with MUD within the Entertainment District, Portions of Lot 1, in an amount not to exceed the sum of \$2.00.** (Legal Dept.)

**Motion** was made by Collins, seconded by Welch, to approve and authorize the Mayor to sign the Gas & Water Permanent Easement with MUD within the Entertainment District, Portions of Lot 1, in an amount not to exceed the sum of \$2.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

**Approve and authorize the Mayor to sign the Gas & Water Permanent Easement with MUD within the Entertainment District, Portions of Lot 3, in an amount not to exceed the sum of \$2.00.** (Legal Dept.)

**Motion** was made by Casey, seconded by Welch, to approve and authorize the Mayor to sign the Gas & Water Permanent Easement with MUD within the Entertainment District, Portions of Lot 3, in an amount not to exceed the sum of \$2.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

**Approve and authorize the Council President to sign the Option Agreement with BELREV, LLC, in an amount not to exceed \$1,915,220.00.** (Community & Economic Development Director)

Mayor Hike stated he has a potential conflict of interest indirectly on this item. He stated Council President McCaw is absent, therefore the City Council will need to make a motion to temporarily name a Council President. He advised he would like to name Julie Collins as acting president of the City Council, with such role, duties, and privileges to expire immediately after both the signing of any actions of this council requiring the signature of the Council President and the adjournment of this meeting.

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

Mayor Hike left the City Council Chambers at 6:37 p.m.

Council President Collins reread the item.

**Approve and authorize the Council President to sign the Option Agreement with BELREV, LLC, in an amount not to exceed \$1,915,220.00.** (Community & Economic Development Director)

**Motion** was made by Casey, seconded by Welch, to approve and authorize the Council President to sign the Option Agreement with BELREV, LLC, in an amount not to exceed \$1,915,220.00.

Councilman Burns clarified the Option Agreement is for one year until January 5, 2027. Mr. Harrison Johnson replied correct, with three optional one-year extensions.

Councilman Burns confirmed nothing could be done with the land, or it could not be sold until the agreement expires, or the agreement is terminated by BELREV. Mr. Harrison replied correct. Discussion followed.

# MINUTE RECORD

Bellevue City Council Meeting, January 20, 2026, Page 6

Councilman Burns clarified this is for the racino. Mr. Johnson replied yes.

Councilman Burns stated initially this was supposed to be located in a different area of the Entertainment District. He questioned why the change. Mr. Johnson explained a racino is not technically allowed in the Good Life District. The land originally identified for this purpose was a little small. Those are the two main reasons for the relocation.

Councilman Burns stated he is not opposed to this type of development in the area. He is uncomfortable putting it next to a family-oriented establishment which is a huge investment by taxpayers. The option agreement does expire January 5, 2027. This reduces the city's flexibility with the land and could potentially go up to four years. By locking this in, it influences the surrounding area and how it is developed. Councilman Burns stated for those three reasons he will be voting no.

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

Mayor Hike entered the Council Chambers at 6:46 p.m.

**Approve and authorize the Mayor to sign the Amended Sublicense Agreement with Project Play Holdings, LLC and American Resort Management, in an amount not to exceed \$250,000.00.**  
(Community and Economic Development Director)

**Motion** was made by Collins, seconded by Casey, to approve and authorize the Mayor to sign the Amended Sublicense Agreement with Project Play Holdings, LLC and American Resort Management, in an amount not to exceed \$250,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. Motion carried.

## **ADMINISTRATION REPORTS:**

Comments must be limited to items on the current Reports ([December and January report will be attached to the February 3rd 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 6:47 p.m.

Roll call vote to approve the adjournment was as follows: Welch, Preister, Casey, Burns, and Collins voted yes; voting no: none; abstain: none; absent: McCaw. 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 January 20, 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

Bellevue Planning Commission Meeting, January 22, 2026, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, January 22, 2026, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Aerni, Sims, Hankins, Bennett, Ackley, and Taylor-Jones. Absent were Commissioners Perrin and Lasenburg. Also present was Tammi Palm, Planning Director, and Angela Curry, Assistant Planning Manager.

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

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

Motion was made by Ackley, seconded by Bennett, to approve the minutes of the November 20, 2025, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

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

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

Hankins explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lot 1, Roth's Anderson Grove, Replat 1, being a replat of Lot 1, Roth's Anderson Grove, and Tax Lot 18A1B2B Exc Row, located in the Northeast ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from BN and AG to RG-20 for the purpose of multi-family residential development; and preliminary plat Lot 1, Roth's Anderson Grove, Applicant: Foundations Development, LLC. General Location: NW Corner of S 36th St & Granada Pkwy. Case #'s: Z-2510-09, S-2510-20.

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

Palm stated the request is for a preliminary plat and rezoning of a vacant property, Lot 1, Roth's Anderson Grove. It also includes a parcel with the previous private street that served the adjacent elementary school and was vacated after the South 36<sup>th</sup> Street improvements and the installation of South 37<sup>th</sup> Street and Granada. The applicant is proposing a change of zone to RG-20 (General Residential), which would facilitate a multifamily residential development. He intends to construct a single multi-story building for senior housing, some of which will be affordable and some market-rate. Staff has reviewed this request, and Public Works has also reviewed it. One item of note is that the applicant's access would be taken from South 36th Street, which has been coordinated with the Public Works Department. The applicant will continue working with Public Works on access as this case moves through the approval phase. Staff is recommending approval based on conformance with the Zoning Ordinance, Subdivision Regulations, and a lack of perceived negative impact to the neighborhood.

Rob Woodling, 1886 S. 126<sup>th</sup> Street, Omaha, NE, was present on behalf of the applicant. He stated he is with Foundations Development. Woodling explained that, as Palm mentioned, the proposal is for a 38-unit senior apartment building, mixed income, with some affordable units and some market-rate units. The applicant stated obtaining property to the south, previously owned by the Anderson Grove Elementary School, has allowed them to provide a buffer from the surrounding neighborhood. This also allowed for the construction of 38 units without the need to request for a higher zoning density. Woodling stated he was available to answer any questions and would appreciate the Commission's support.

Mary Lou McEvoy, 11724 South 36<sup>th</sup> Street, Bellevue NE, appeared and stated she did not have any opposition and was not in favor either. She explained that approximately three-quarters of the north side where the applicant's land is located had previously been part of an agreement with Roth and Eric Rachwitz (prior landowners) that her driveway would tie in with their driveway. She noted that the applicant appears to be getting a separate driveway. McEvoy expressed concern that, as it stands, a

# MINUTE RECORD

BelleVue Planning Commission Meeting, January 22, 2026, Page 2

fire truck cannot make the turn into her driveway. She thought that with the applicant putting in a driveway, perhaps that it would resolve the issue. She explained that if a fire truck could go over the applicant's land, it could make the turn, but otherwise, it cannot. She stated that so far, they have not had a problem, noting that a fire truck had come once due to a neighbor's carbon monoxide issue, but the firefighters were able to walk up the driveway without needing the truck. McEvoy said this was one concern she had, but since the applicant will have a separate driveway, she was unsure if this would be addressed.

Palm responded that staff is aware of the previous agreement for shared access. She explained that initially, the property was intended for single-family residential use, then it was purchased for a veterinary clinic, which never transpired. Now, the applicant has a different proposal. Palm stated Public Works specifically requested that Woodling not share McEvoy's driveway and instead have a separate driveway, so as not to negatively impact her existing access. Public Works will grant the applicant separate access, so both parties will have their own driveways.

McEvoy acknowledged the fire truck issue is a separate concern and asked if it would be addressed. Palm stated she did not know the answer and suggested McEvoy contact the fire department to see if there is a plan in case of an emergency. Palm noted this proposal does not resolve that issue.

McEvoy stated that was just a question she had and hoped the situation would not cause any trouble. She then asked how many stories the building would be. Palm clarified there will be 3 stories. McEvoy stated she had no further questions, noting that she and the applicant had already discussed the required 30-foot landscaping barrier and that she was satisfied.

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

Ackley stated that the South 36<sup>th</sup> Street improvements affected existing homes that previously had direct access to South 36<sup>th</sup> Street. He asked if the issue with the fire truck was due to the street now being southbound only, making it impossible for the truck to make a 180-degree turn. Palm showed a historical photo on the GIS aerial which reflected the changes. Aerni stated the change to the driveway was significant. Ackley added the driveway used to be a more direct shot without a median. Ackley noted the goal of the South 36<sup>th</sup> Street project was to reduce the number of entrances, so when this lot was considered with the current neighbors to the north, one entrance made sense. Palm agreed, noting the project moved the roadway to controlled access. Ackley concluded the fire truck issue seems unrelated to the current application and is more of a city and fire department matter. Palm agreed and offered to connect McEvoy with the appropriate staff at the fire department.

Aerni asked staff whether the applicant's access would be northbound or southbound only and if any lane openings were anticipated. Palm responded that the median would not change the lane configuration and that Public Works specifically requested access from South 36<sup>th</sup> Street rather than through the neighborhood or impacting the school.

Aerni asked if there would be another round of review for final plat or site plan approval. Palm stated site plan approval is not required for RG-20 zoning. She noted the applicant provided a site plan for informational purposes only, as the proposal involves a single building on a single lot. Items such as landscaping and parking have been reviewed in part, but most civil engineering details will be addressed during the building permit process. Palm confirmed the applicant will return with a final plat.

MOTION was made by Ackley, seconded by Yoder to recommend APPROVAL of a request to rezone Lot 1, Roth's Anderson Grove, Replat 1, being a replat of Lot 1, Roth's Anderson Grove, and Tax Lot 18A1B2B Exc Row, located in the Northeast ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from BN and AG to RG-20 for the purpose of multi-family residential development; and preliminary plat Lot 1, Roth's Anderson Grove. Applicant: Foundations Development, LLC. General Location: NW Corner of S 36th St & Granada Pkwy. Case #'s: Z-2510-09, S-2510-20. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive plans, as well as lack of perceived negative impact upon the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

# MINUTE RECORD

Bellevue Planning Commission Meeting, January 22, 2026, Page 3

**This item will proceed to City Council for PUBLIC HEARING on February 17, 2026.**

Meeting adjourned at 6:19 p.m.

A handwritten signature in cursive script that reads "Jenna Lance".

Jenna Lance  
Planning/Permit Technician

# MINUTE RECORD

6.  
2/3/26

## CLAIMS FOR 2026/02/3 COUNCIL MEETING

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<b>MAYOR</b>		
AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	43.23
EXPRESS CARRIAGE PARK-LINCOLN	PC-PARKING FOR CONFERENCE	7.50
METROPOLITAN AREA PLANNING AGENCY	PC-MAPA DINNER	36.08
		<hr/>
		<b>\$ 86.81</b>
<b>CITY ADMINISTRATOR</b>		
AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	86.46
BLACK HILLS ENERGY	2025/12/01-31 MONTHLY SERVICE	65.35
CENTURY LINK	2025/12/22-2026/01/21 MONTHLY SERVICE	31.62
COURTYARD BY MARRIOTT	PC-LODGING FOR CONFERENCE	332.93
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE307746	164.88
KWIK SHOP #0675	PC-FUEL	45.85
LEAGUE OF NEBRASKA MUNICIPALITIES	2026/10/01-2027/09/30 NMCA LEAGUE MEMBERSHIP-RISTOW	600.00
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/06 MONTHLY SERVICE	26.76
OFFUTT ADVISORY COUNCIL	OFFUTT ADVISORY COUNCIL MEMBERSHIPS	500.00
OMAHA EPPLEY AIRFIELD	PC-2025/09/09-09/10 PARKING	64.00
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	283.38
OMAHA WORLD HERALD	PC-SUBSCRIPTION	19.99
OPENAI	PC-2025/09/30-10/30 SUBSCRIPTION	20.00
UBER TRIP	PC-UBER TRANSPORTATION	32.28
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	33.29
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	65.91
WSJ/BARRONS SUBSCRIPTION	PC-2025/10/31M WSJ SUBSCRIPTION	58.84
		<hr/>
		<b>\$ 2,516.80</b>
<b>CITY COUNCIL</b>		
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	28.42
OFFUTT ADVISORY COUNCIL	OFFUTT ADVISORY COUNCIL MEMBERSHIPS-WELCH, CASEY	400.00
		<hr/>
		<b>\$ 428.42</b>
<b>LEGAL</b>		
AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	129.69
BLACK HILLS ENERGY	2025/12/01-31 MONTHLY SERVICE	11.53
CAPITAL BUSINESS SYSTEMS, INC	2025/12/07-2026/01/06 COPIER EXPENSE	24.43
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE307746	29.10
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/06 MONTHLY SERVICE	4.72
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	50.01
THOMSON REUTERS - WEST	PC-2025/08/31M SUBSCRIPTION ONLINE	471.25
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	32.95
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	60.60
		<hr/>
		<b>\$ 899.54</b>
<b>CABLE ADVISORY</b>		
AMAZON.COM, LLC	PC-PRINTER SUPPLIES	126.99
AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	43.23
BLACK HILLS ENERGY	2025/12/01-31 MONTHLY SERVICE	57.66
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE307746 Cable	145.48
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/06 MONTHLY SERVICE	23.62
OFFUTT ADVISORY COUNCIL	OFFUTT ADVISORY COUNCIL MEMBERSHIPS	200.00
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	250.05
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	20.86
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	28.90
		<hr/>
		<b>\$ 953.63</b>

# MINUTE RECORD

## CLAIMS FOR 2026/02/3 COUNCIL MEETING

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### CITY CLERK

BLACK HILLS ENERGY	2025/12/01-31 MONTHLY SERVICE	99.97
CENTURY LINK	2025/12/22-2026/01/21 MONTHLY SERVICE	15.81
COLUMN SOFTWARE, PBC	PC-LEGAL ADS	1,455.67
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE307746	252.16
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/06 MONTHLY SERVICE	40.94
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	433.42
ONE SOURCE	PC-BACKGROUND CHECKS	22.00
SARPY COUNTY CLERK	PC-RECORDING FEES	34.85
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	21.66
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	29.43
		<b>\$ 2,462.75</b>

### FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	PC-DOORBELL CHIME, OFFICE SUPPLIES	678.50
AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	199.47
BLACK HILLS ENERGY	2025/12/01-31 MONTHLY SERVICE	84.57
CAPITAL BUSINESS SYSTEMS, INC	2025/12/09-2026/01/08 COPIER EXPENSE	9.42
CENTURY LINK	2025/12/22-2026/01/21 MONTHLY SERVICE	15.81
DVORAK LAW GROUP	PROFESSIONAL SERVICES THRU 2025/12/31-VEHICLE PURCHASE	13,372.50
EXPRESS CARRIAGE PARK-LINCOLN	PC-PARKING FOR CONFERENCE	7.50
GREAT PLAINS GOVERNMENT FINANCE	PC-2025 GPGFOA CONFERENCE	125.00
GREAT PLAINS GOVERNMENT FINANCE OFFICERS ASSN	PC-2025/10-2026/09 MEMBERSHIP DUES-R SEVERSON	50.00
GREAT PLAINS GOVERNMENT FINANCE OFFICERS ASSN	PC-2025/10/01-2026/09/30 MEMBERSHIP DUES-J TORDOFF	50.00
GREAT PLAINS GOVERNMENT FINANCE	PC-GPGFOA CONFERENCE-J TORDOFF	125.00
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE307746 Finance	213.37
J P COOKE COMPANY	ACCOUNTING STAMPS	178.30
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/06 MONTHLY SERVICE	34.64
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	366.73
QUADIANT FINANCE USA, INC	2025/12/17 REFILL ACCT 9893 (1500 WALL) PD 2026/01/15	1,000.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	227.36
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	81.12
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	141.86
		<b>\$ 16,961.15</b>

### LIBRARY

ABE BOOKS	PC-BOOK	13.23
AMAZON.COM, LLC	PC-CALENDARS, CHAIR SLIDERS, OFFICE SUPPLIES, BOOKDM DVDS, MAKERSPACE SUPPLIES, PROGRAM SUPPLIES	1,346.06
CAPITAL BUSINESS SYSTEMS, INC	2025/12/10-2026/01/09 COPIER EXPENSE	252.20
CAPITAL BUSINESS SYSTEMS, INC	2026/03/02-06/01 COPIER EXPENSE	54.78
CENGAGE LEARNING, INC	BOOKS	561.42
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	95.88
CITY OF BELLEVUE-LIBRARY	2026/01/11 REIMB D ZIEGENHORN-WALGREENS-PAPER PLATES	7.27
CNA SURETY DIRECT BILL	PC-2025/11/23-2029/11/22 BOND RENEWAL-FARRELL	40.00
COLUMN SOFTWARE, PBC	PC-LEGAL AD	18.00
COX BUSINESS SERVICES	2025/12/09-2026/01/08 MONTHLY SERVICE	745.99
COX BUSINESS SERVICES	2026/01/09-02/08 MONTHLY SERVICE	745.99
DEMCO	PC-OFFICE SUPPLIES	141.79
HOSTGATOR.COM	PC-2025/09/26-10/25 MONTHLY DOMAIN MAINTENANCE	87.99
INDOFF, INC	COPY PAPER	269.95
INFOSAFE SHREDDING	ON-SITE SHREDDING	40.00
INGRAM LIBRARY SERVICES LLC	BOOKS	3,707.48

# MINUTE RECORD

## CLAIMS FOR 2026/02/3 COUNCIL MEETING

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### LIBRARY (cont'd)

KRISTINE WOODS	REIMBURSE FOR NOTARY RENEWAL 2026/02/06-2030/02/06	31.75
LIBRARY IDEAS	VOX BOOK	51.93
MICROFILM IMAGING SYSTEMS	SCANPRO SOFTWARE LICENSE 2026/01/31-2027/01/30	265.00
MIDWEST TAPE	DVD	20.24
QUADIENT FINANCE USA, INC	2025/12/31M LIBRARY POSTAGE PD 2026/01/16	600.00
QUADIENT FINANCE USA, INC	2025/12/31M LIBRARY NEOSHIPS PD 2026/01/16	747.66
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	71.14
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	96.04
		<b>\$ 10,754.57</b>

### ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	129.69
BLACK HILLS ENERGY	2025/12/01-31 MONTHLY SERVICE	65.35
CENTURY LINK	2025/12/22-2026/01/21 MONTHLY SERVICE	15.81
COLUMN SOFTWARE, PBC	LEGAL NOTICES CSC	9.82
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE307746	164.87
IDEAL PURE WATER COMPANY	BOTTLED WATER	46.00
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/06 MONTHLY SERVICE	26.76
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	283.38
PRICELINE	PC-LODGING FOR RECERTIFICATION	713.85
SOCIETY FOR HUMAN RESOURCE	PC-RECERTIFICATION & TRAINING	2,690.00
UKG INC	PAYROLL PROCESSING-W2	17.36
UKG INC	2025/12/31M PAYROLL PROCESSING	640.44
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	227.36
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	73.51
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	100.68
		<b>\$ 5,204.88</b>

### CODE ENFORCEMENT

AMAZON.COM, LLC	PC-HAND HELD POCKET RECORDER	17.98
AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	216.15
BLACK HILLS ENERGY	2025/12/01-31 MONTHLY SERVICE	12.27
CENTURY LINK	2025/12/22-2026/01/21 MONTHLY SERVICE	15.81
HARRIS DECALS INC	PC-DECALS FOR CE4	18.91
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE195089	36.97
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/07 MONTHLY SERVICE	6.09
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	137.74
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	198.94
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	62.70
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	78.59
		<b>\$ 802.15</b>

### PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW 260113-BELLEVUE BLVD NORTH REHAB-2025/12/17-2026/01/11	7,781.30
ALFRED BENESCH & COMPANY	BPW 240122-GOOGLE FIBER INSTALL-2025/12/15-2026/01/11	2,231.40
AMERICAN COUNCIL OF ENGINEERING	PC-ETHICS WEBINAR-KRAGER	25.00
AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	462.08
BIG INK	UNIFORM SCREEN PRINT	20.00
BLACK HILLS ENERGY	2025/12/01-31 MONTHLY SERVICE	20.61
BNSF RAILWAY COMPANY	BNSF RAILWAY PERMIT FEE & RPLI INSURANCE	3,900.00
BNSF RAILWAY COMPANY	BNSF RAILWAY PERMIT FEE & RPLI INSURANCE	1,266.00
CARHARTT, INC	PC-HI-VIZ JACKETS	11,572.75
CENTURY LINK	2025/12/22-2026/01/21 MONTHLY SERVICE	31.62
DAVE GOEDEKEN	REIMB MILEAGE FOR MEETING	82.18

# MINUTE RECORD

## CLAIMS FOR 2026/02/3 COUNCIL MEETING

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### PUBLIC WORKS (cont'd)

FULL SOURCE, LLC	PC-HI-VIZ JACKET	120.57
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE19508	62.09
JEO CONSULTING GROUP, INC	BPW 260109-PCSMP & SWPPP REVIEWS FY 2026 THRU 2026/01/02	10,998.75
MATRIX BUSINESS SYSTEMS INC	2025/12/31M COPIER EXPENSE	140.95
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/07 MONTHLY SERVICE	10.23
NEBRASKA IOWA SUPPLY COMPANY, INC	FUEL FOR CITY TANKS	2,928.75
NEBRASKA WATER ENVIRONMENT	PC-2025 JOINT FALL CONF-GOEDEKEN	235.00
NEBRASKA WATER ENVIRONMENT	PC-2025 JOINT FALL CONF-KRAGER	235.00
NORTH AMERICAN SAFETY, INC	PC-HI-VIZ T-SHIRTS	4,159.89
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	231.32
REFLECTIVE APPAREL FACTORY, INC	PC-HI-VIZ T-SHIRTS, SWEATSHIRTS	485.98
SEILER INSTRUMENT & MANUFACTURING INC	2026/02/01-2027/01/31 SOFTWARE & HARDWARE MAINT FOR SURVEY	2,175.00
SEILER INSTRUMENT & MANUFACTURING INC	UPDATE GPS UNIT TO WINDOWS12	357.50
TRISTAR CLAIMS MANAGEMENT SERVICES,	WORKER'S COMP CLAIMS	994.38
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	170.52
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	59.51
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	98.00
		<b>\$ 50,856.38</b>

### PARKS

AMAZON.COM, LLC	PC-MULCH GLUE, DOG WASTE BAGS	339.97
A-RELIEF SERVICES	2025/12/07-2026/01/03 PORTABLE RESTROOMS-SWANSON PARK	199.00
A-RELIEF SERVICES	2025/12/15-2026/01/11 PORTABLE RESTROOMS-BICYCLE CLUB	103.00
A-RELIEF SERVICES	2025/12/15-2026/01/11 PORTABLE RESTROOMS-HAWORTH PARK	103.00
AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	83.77
BLACK HILLS ENERGY	2025/12/01-31 MONTHLY SERVICE	307.92
CENTURY LINK	2025/12/22-2026/01/21 MONTHLY SERVICE	15.81
COX BUSINESS SERVICES	2026/01/31M MONTHLY SERVICE	107.39
COX BUSINESS SERVICES	2026/01/31M MONTHLY SERVICE	83.39
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE392127	0.00
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE697770	833.94
HOME DEPOT	PC-PRUNING SAW, METAL BLADE SET, BATTERY	503.94
J & J SMALL ENGINE SERVICE	PC-STRAIGHT SHAFT TRIMMERS, STRING	879.00
MENARDS	PC-DUMPSTER TOPS LIDS, BUNGEE CORDS-EVERETT PK	24.62
MENARDS	PC-GALVANIZED LINE POST-ASPEN DISC GOLF COURSE	235.62
METROPOLITAN UTILITIES DIST	2025/12/10-2026/01/09 MONTHLY SERVICE	886.01
OMAHA PUBLIC POWER DISTRICT	2025/10/30-12/03 MONTHLY SERVICE	104.44
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/09 MONTHLY SERVICE	105.27
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	1,056.86
OMAHA PUBLIC POWER DISTRICT	2025/11/20-12/22 MONTHLY SERVICE	33.26
OMAHA PUBLIC POWER DISTRICT	2025/11/21-12/23 MONTHLY SERVICE	659.64
OMAHA PUBLIC POWER DISTRICT	2025/11/24-12/26 MONTHLY SERVICE	72.90
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	388.80
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	82.65
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	101.63
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	17.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	31.59
WESTLAKE ACE HARDWARE	PC-4 FT ALUM LADDER, HEX BIT SET	85.98
		<b>\$ 7,447.18</b>

### RECREATION

AMAZON.COM, LLC	PC-OFFICE SUPPLIES	37.49
AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	127.00
CENTURY LINK	2025/12/22-2026/01/21 MONTHLY SERVICE	94.86

# MINUTE RECORD

## CLAIMS FOR 2026/02/3 COUNCIL MEETING

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### RECREATION (cont'd)

METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/06 MONTHLY SERVICE	212.86
OMAHA PUBLIC POWER DISTRICT	2025/10/30-12/03 MONTHLY SERVICE	56.73
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	248.73
OMAHA PUBLIC POWER DISTRICT	2025/11/20-12/22 MONTHLY SERVICE	291.69
OMAHA PUBLIC POWER DISTRICT	2025/11/21-12/23 MONTHLY SERVICE	35.84
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	85.26
		<b>\$ 1,190.46</b>

### FACILITY MAINTENANCE

AMAZON.COM, LLC	PC-DOOR STICKERS-LOOKING GLASS, LOOP	148.28
	DETECTORM SAFETY HANDRAIL, FAUCET REMOVAL	
AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	86.46
BLACK HILLS ENERGY	2025/12/01-31 MONTHLY SERVICE	1,098.17
CENTURY LINK	2025/12/22-2026/01/21 MONTHLY SERVICE	47.43
CERRIS SYSTEMS NORTH CENTRAL, INC	REPLACE COMPRESSOR	12,035.00
CERRIS SYSTEMS NORTH CENTRAL, INC	HEAT PUMPS NOT WORKING-PLANNING	935.25
COX BUSINESS SERVICES	2026/01/31M MONTHLY SERVICE	107.39
DWAYNE NIELSEN	CABLED DRAIN LINE-DIST 1	225.00
ECHO GROUP, INC	PC-BALLASTS, LED DRIVER	361.11
HD SUPPLY FACILITIES MAINTENANCE	JANITORIAL SUPPLIES-DIST 2	683.60
HD SUPPLY FACILITIES MAINTENANCE	JANITORIAL SUPPLIES-REED CTR	196.97
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE173904	292.32
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE185987	123.62
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE197090	0.00
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE387012	597.63
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE531772	311.45
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE537731	98.35
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 ILA057815	165.29
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 ILA068052	209.00
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 ILA072249	0.00
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 NGM351570	83.33
HOTSY EQUIPMENT CO	PC-FLEX WAND-POLICE CAR WASH	80.35
INTERSTATE INDUSTRIAL INSTRUMENTATION	GAS DETECTOR	1,211.44
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	157.69
KEN BROOKE ROOFING, INC	INSPECT/REPAIR ROOF-SENIOR CTR	1,882.17
MENARDS	PC-BRASS PULLCHAIN SWITCH, BALLASTS, SEALANT, TRELIS, WIRE CHANNEL, ANCHORS, GUTTER HANGER	598.11
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/06 MONTHLY SERVICE	152.40
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/07 MONTHLY SERVICE	130.32
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/03 MONTHLY SERVICE	58.69
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	767.47
OMAHA PUBLIC POWER DISTRICT	2025/11/20-12/02 MONTHLY SERVICE	72.06
OMAHA PUBLIC POWER DISTRICT	2025/11/20-12/22 MONTHLY SERVICE	212.18
OVERHEAD DOOR CO OF OMAHA	GARAGE DOOR SERVICE-POLICE DEPT	120.00
SHERWIN WILLIAMS CO	PC-PAINT	417.05
TRICO MECHANICAL SERVICES	TUBE HEATER-IGNITION MODULE-NORTH SHOP	732.41
TRICO MECHANICAL SERVICES	HEAT SERVICE-SENIOR CTR	805.27
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	71.59
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	90.28
WESTLAKE ACE HARDWARE	PC-GOO GONE PRO, GLUE, POLISH	35.72
		<b>\$ 25,656.63</b>

### CEMETERY

AMAZON.COM, LLC	PC-MARKERS, BINDER CLIPS	18.96
AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	43.23
BEST CUT LAWN CARE	REPLACE RETAINING WALL MAIN ENTRANCE	22,750.00
BLACK HILLS ENERGY	2025/12/01-31 MONTHLY SERVICE	247.63

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### CEMETERY (cont'd)

CENTURY LINK	2025/12/22-2026/01/21 MONTHLY SERVICE	12.57
COX BUSINESS SERVICES	2026/01/31M MONTHLY SERVICE	175.38
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE147557	0.00
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/06 MONTHLY SERVICE	114.59
NORTHERN TOOL & EQUIPMENT CATALOG	PC-FUEL TANK TOOLBOX COMBO	1,299.99
OMAHA PUBLIC POWER DISTRICT	2025/11/20-12/22 MONTHLY SERVICE	869.26
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOORS	225.00
SITEONE LANDSCAPE SUPPLY	PC-GRASS SEED, HERBVICIDE	2,638.16
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	23.14
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	28.74
WESTLAKE ACE HARDWARE	PC-TOOLS	285.88
		<b>\$ 28,817.79</b>

### STREETS

ALFRED BENESCH & COMPANY	BPW 240101-MAJOR STREET RESURFACING- 2025/12/15-2026/01/11	4,089.49
AMAZON.COM, LLC	PC-BATTERY FOR MILWAUKEE	109.98
AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	256.69
BLACK HILLS ENERGY	2025/12/01-31 MONTHLY SERVICE	605.80
CAPITAL BUSINESS SYSTEMS, INC	2025/12/12-2026/01/11 COPIER EXPENSE	36.63
CENTURY LINK	2025/12/22-2026/01/21 MONTHLY SERVICE	79.05
COX BUSINESS SERVICES	2026/01/31M MONTHLY SERVICE	274.17
FELSBURG HOLT & ULLEVIG, INC	BPW 250603-KENNED FRWY & CAPEHART SIGNAL 2025/09/01-12/31	9,240.00
HDR ENGINEERING, INC	BPW 240501-PRAIRIE HILLS DEV-CITY 2025/11/30- 12/27	325.93
HDR ENGINEERING, INC	BPW 240501-PRAIRIE HILLS DEV-CITY 2025/11/30- 12/27	16,119.79
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE231905	635.19
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE642709	674.12
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE697769	467.17
IMSA	PC-WORK ZONE SAFETY TRAINING (2)	1,400.00
INDEPENDENT SALT CO	ICE CONTROL SALT	21,409.38
MENARDS	PC-EMERGENCY ELECTRICAL REPAIR, SCREWS	175.96
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/06 MONTHLY SERVICE	247.99
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/07 MONTHLY SERVICE	168.84
METROPOLITAN UTILITIES DIST	2025/12/06-2026/01/07 MONTHLY SERVICE	762.47
MIDWEST FENCE-GUARDRAIL SYSTEMS INC	MOBILIZATION, FITTINGS, TIES	1,345.83
NEBRASKA AIR FILTER, INC	PC-PLEATED FILTERS	768.42
OMAHA PUBLIC POWER DISTRICT	2025/10/30-12/03 MONTHLY SERVICE	135.23
OMAHA PUBLIC POWER DISTRICT	2025/11/10-12/26 MONTHLY SERVICE	250.77
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	864.71
OMAHA PUBLIC POWER DISTRICT	2025/11/19-12/19 MONTHLY SERVICE	178.25
OMAHA PUBLIC POWER DISTRICT	2025/11/20-12/22 MONTHLY SERVICE	46.20
OMAHA PUBLIC POWER DISTRICT	2025/11/21-12/22 MONTHLY SERVICE	678.86
OMAHA PUBLIC POWER DISTRICT	2025/11/21-12/23 MONTHLY SERVICE	253.45
OMAHA PUBLIC POWER DISTRICT	2025/11/24-12/26 MONTHLY SERVICE	2,688.47
OMAHA PUBLIC POWER DISTRICT	2025/11/25-12/26 MONTHLY SERVICE	10,576.89
OMAHA PUBLIC POWER DISTRICT	2025/11/26-12/30 MONTHLY SERVICE	101,200.08
OMAHA PUBLIC POWER DISTRICT	2025/12/03-2026/01/05 MONTHLY SERVICE	192.78
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	34.90
OMNI ENGINEERING	BPW 250104-CITY OVERLAY PROJECTS 2025/09/19- 11/15	66,472.59
OMNI ENGINEERING	ASPHALT	981.75
READY MIXED CONCRETE COMPANY	CONCRETE	6,146.13
STREETSCAN USA, INC	BPW 250401 TRAFFIC SIGNAGE-PHASE 2	19,011.00

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### STREETS (cont'd)

THE SCHEMMER ASSOCIATES	BPW 250701-HWY 370 SIGNAL IMPLEMENTATION	1,947.80
TRISTAR CLAIMS MANAGEMENT SERVICES,	WORKER'S COMP CLAIMS	3,210.26
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	767.34
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	242.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	330.58
VALLEY CORPORATION	BPW 240109-MISSION AVE IMPROVEMENTS	491,409.84
	2025/09/01-11/30	

**\$ 766,812.78**

### FLEET MAINTENANCE

911 CUSTOM, LLC	REAR DOOR WINDOW BARS, CONSOLE, TRANSPORT SYSTEMS, SKID PLATES	32,654.32
AGRIVISION EQUIPMENT GROUP	PC-BATTERY, CORE-PA555	307.83
ALLIED OIL & TIRE COMPANY	OIL	1,015.42
AMAZON.COM, LLC	PC-AIR FILTERS, TERMINAL, IDLER, CLEANING SUPPLIES, HEADGEAR, EXHAUST PIPE, SWITCHES FLOORLINERS, LAMPS, SUSPENSION ARM	1,453.15
ARNOLD MOTOR SUPPLY	HD TOW CHARGE-TRUCK 21	752.69
ARROW TOWING	2025/11/22-12/21 MONTHLY SERVICE	550.00
AT&T MOBILITY	FILTERS, ROTOS, DRILL BITS, SANDING DISCS, BRAKE PADS, GREASE, FAN CLUTCH, BELT ALIGNMENT, TIRES	116.17
AUTOMOTIVE WAREHOUSE DIST, INC	SEPARATOR, BRAKE ROTORS, SEALS, TRANS FLUID, THERMOSTAT, BELT, GASKETS, WATER PUMP	1,855.49
BAUER BUILT TIRE & SERVICE	2025/12/01-31 MONTHLY SERVICE	814.44
BAXTER FORD	PC-TIRES-ST301	1,789.99
BLACK HILLS ENERGY	2025/11/20-12/19 COPIER EXPENSE	421.35
BOBCAT OF OMAHA	2025/12/22-2026/01/21 MONTHLY SERVICE	1,579.00
CAPITAL BUSINESS SYSTEMS, INC	MIRROR MOUNTING BRACKET, FILTERS, CLAMPS, WIPER ARM	91.66
CENTURY LINK	2026/01/31M MONTHLY SERVICE	47.43
CORNHUSKER INTERNATIONAL TRUCKS	PC-QUICKSERVE ONLINE SUBSCRIPTION 2025/06/09-2026/06/08	291.23
COX BUSINESS SERVICES	CREDIT-LYSANDER ACTUATOR	107.39
CUMMINS SALES AND SERVICE	LEAD WHEEL WEIGHT, VALVES, SENSORS	603.62
CUMMINS SALES AND SERVICE	PC-CLOSE NIPPLE-STOCK	(270.00)
DANIELSON / TECH SUPPLY	FLANGED REDUCER	488.30
DULTMEIER SALES LLC	THERMOSTAT HOUSING, OIL FILTER	3.90
DULTMEIER SALES LLC	WINDSHIELD REPAIR	31.20
FACTORY MOTOR PARTS CO	PC-EAGLE ENFORCER TIRES-STOCK	91.59
GALVIN GLASS	LEVEL GAUGE FOR WASTE TANK	45.90
GRAHAM TIRE COMPANY	PC-TRAILER JACKS-PA500	516.00
GRAINGER	2025/12/01-2025/12/31 BHE262116	124.60
HARBOR FREIGHT TOOLS	SEALS	319.96
HEARTLAND NATURAL GAS LLC	BOTTLED WATER, COOLER RENTAL	1,133.10
HYDRAULIC CONTROLS, INC CORP	OFFICE SUPPLIES	343.20
IDEAL PURE WATER COMPANY	QUICK RELEASE VALVE, BRAKE HOSE,U-JOINT	90.00
INDOFF, INC	PC-BATTERIES	100.42
INLAND TRUCK PARTS CO	BATTERIES	192.43
INTERSTATE BATTERIES	PC-PULLEY IDLER, FLANGE NUTS, BOX TERMINAL	2,837.66
INTERSTATE BATTERIES	PC-AIR DRYER CARTRIDGE-STOCK	1,866.85
J & J SMALL ENGINE SERVICE	WIRE LOOM	148.20
JIM HAWK TRUCK TRAILERS	PC-LOK PLUG, FITTINGS	329.97
KIMBALL MIDWEST	FLANGE GASKET, FREIGHT, BURN NOZZLE, FILTERS	180.67
KRIHA FLUID POWER CO	PC-ENGINE OIL TUBE-STOCK	475.40
LOGAN CONTRACTORS SUPPLY	BEARING, DRIVE SPROCKETS	267.34
MACQUEEN EQUIPMENT, LLC	WELDING GLOVES	198.33
MACQUEEN EQUIPMENT, LLC		288.36
MATHESON TRI-GAS INC		21.06

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### FLEET MAINTENANCE (cont'd)

MENARDS	PC-CABLE EXTENSION, PRESSURE WASHER TIP, STG CONTAINER, STRAP LOOPS, TOW ROPES, OIL TUBES, PAINT, CLEANING SUPPLIES. SPLICE SLEEVE	508.25
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/06 MONTHLY SERVICE	129.25
MICHAEL TODD INDUSTRIAL SUPPLY	PC-BOLT THIN HEAD FOR SALTD OG, D-RINGS	171.67
NAPA AUTO PARTS	FILTERS, BELT, THERMOSTAT, OZZY JUICE, STARTER MOTOR, CLAMPS, GLOVES, FLYWHEEL, WIRE SET, IDLER PULLEY	1,323.69
NEBRASKA IOWA INDUSTRIAL FASTENERS,	BRUTE DRILL BITS, FENDER WASHERS, BOLTS	333.43
OMAHA PUBLIC POWER DISTRICT	2025/11/21-12/22 MONTHLY SERVICE	1,075.19
PETERSEN & MICHELSEN HARDWARE CO, INC	PC-CARBURATOR, SHIPPING-PA420	78.94
PRECISE MRM LLC	PC-2025/08/31M FLAT DATA PLAN	161.00
SEAGRAVE FIRE APPARATUS, LLC	HYD POWER UNIT	1,648.37
SWAN ENGINEERING, LLC	PC-PISTON CUP, O-RINGS	15.31
TERMINAL SUPPLY CO	18 GAUGE 4 WAY WIRE, FREIGHT	727.58
TITAN MACHINERY	U-JOINTS	141.60
TOOL SHED OF OMAHA	PC-CUTOFF WHEEL TYPE, HOLE SAW	248.42
TOYNE, INC	SILICONE HOSE, CORD END	1,143.23
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	607.08
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	153.79
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	196.41
WELDON PARTS INC	PC-BRAKE CHAMBER CAGING BOLT, CABLE	282.60
		\$ 63,221.43

### SOLID WASTE

PAPILLION SANITATION	2025/11/25-12/09 GLASS RECYCLING	462.90
PAPILLION SANITATION	2025/12/16-12/23 GLASS RECYCLING	446.94
		\$ 909.84

### PLANNING

AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	43.23
BLACK HILLS ENERGY	2025/12/01-31 MONTHLY SERVICE	18.64
CENTURY LINK	2025/12/22-2026/01/21 MONTHLY SERVICE	15.81
COLUMN SOFTWARE, PBC	PC-LEGAL ADS	25.64
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE195089	56.16
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/07 MONTHLY SERVICE	9.25
MIDLANDS PRINTING	BUSINESS CARDS-LANCE	120.15
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	209.23
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	28.39
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	4.49
		\$ 624.83

### PERMITS & INSPECTIONS

AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	621.28
BLACK HILLS ENERGY	2025/12/01-31 MONTHLY SERVICE	24.91
BLUEBEAM	PC-2025/09/16-2026/09/15 BLUEBEAM SUBSCRIPTION	330.00
CENTURY LINK	2025/12/22-2026/01/21 MONTHLY SERVICE	15.81
CORNHUSKER AUTO WASH	VEHICLE WASHES	15.89
DVORAK LAW GROUP	PROFESSIONAL SERVICES THRU 2025/10/31-MERCURY BUILDERS	162.50
DVORAK LAW GROUP	PROFESSIONAL SERVICES THRU 2025/11/30-MERCURY BUILDERS	1,105.00
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE195089	75.03
INDOFF, INC	COPY PAPER	91.98
INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS	2025/11/1-2027/10/30 MEMBERSHIP DUES-MCHRISTENSEN	630.00
INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS	PC-2025/11/01-2026/10/31 MEMBERSHIP DUES-MCBREEN	150.00
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/07 MONTHLY SERVICE	12.36
MICHAEL CHRISTENSEN	REIMB FOR JEANS	105.69
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	279.56
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	88.35
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	115.73
		\$ 4,079.87

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### POLICE

ABM SUPPLY	RIFLE-RATED BALLISTIC SHIELD AND TRANSPORT	8,340.50
AMAZON.COM, LLC	PC-FRIDGE MAGNETS, SCANNER, OFFICE SUPPLIES, DOORBELL	2,671.62
AMERICAN COUNCIL ON EXERCISE	PC-2025/09/13-10/12 TRAINING MEMBERSHIP-BANKS	34.95
ANTHROPIC PBC	PC-2025/09/16-10/16 MEMBERSHIP-KIRWAN, JASHINSKE	40.00
AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	4,378.83
AT&T MOBILITY-CC	2025/12/05-2026/01/04 MONTHLY SERVICE	4,144.25
BLACK HILLS ENERGY	2025/12/01-31 MONTHLY SERVICE	441.48
CCAP AUTO LEASE	2026/01/31M USPIS VEHICLE LEASE	696.68
CELLEBRITE USA CORP	PC-2025/11/10-2026/11/09 LICENSE/MAINT RENEWAL	38,380.00
CENTURY LINK	2025/12/22-2026/01/21 MONTHLY SERVICE	126.48
CITY OF COUNCIL BLUFFS	RANGE FEES FOR TRAINING	100.00
CITY OF LAVISTA	POINT TO PICTURE, MANUALS, SDLEA TUITIONS (5)	15,289.30
CITY OF OMAHA	INCINERATION SERVICES	2,675.11
CONNER PSYCHOLOGICAL SERVICES PC	2025/12/27-12/19 PSYCHOLOGICAL TESTING	275.00
CORNHUSKER AUTO WASH	VEHICLE WASHES	11.21
COURTYARD BY MARRIOTT	PC-LODGING FOR TRAINING-HAVERTY	393.56
COX BUSINESS SERVICES	2026/01/02-02/01 MONTHLY SERVICE	285.00
COX BUSINESS SERVICES	2026/01/31M MONTHLY SERVICE	558.97
CREIGHTON UNIVERSITY COLLEGE OF	ACLS CARDS-BFD-BLS CARDS-POLICE	147.00
CROWNE PLAZA HOTEL	PC-LODGING-K CLARY, STROEHER	599.80
DOUBLE K FEED	K9 DOG FOOD	1,190.35
DRY CREEK ARSENAL, LLC	BURN PROOF GEAR COVER, SUPPRESSOR, SHIPPING	1,070.93
FBI LEEDA	PC-COMMAND LEADERSHIP TRAINING-BETSWORTH	795.00
GREAT PLAINS UNIFORMS	SILVER LETTERS FOR UNIFORMS, PISTOL, PATCHES	607.00
GREY GROUP	PC-LIVE FIRE INSTRUCTOR-JARVIS	950.00
HARRIS DECALS INC	VINYL DECALS	1,933.32
HARTER COMPANY, INC	BUILDING MATERIALS FOR NEW OFFICES DELIVERY	1,241.94
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE195089	1,329.72
HEARTLAND OFFICE INSTALLERS, INC	REMOVE CUBICLES	700.00
HUSKER AUTO GROUP	2026 CHEVROLET EQUINOX VIN	28,461.00
HYUNDAI MOTOR FINANCE	2026/01/31M LEASE PMT - HIDTA-DEA	720.01
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	PC-2025/10/02-2026/10/01 MEMBERSHIP DUES-K MANNING	85.00
INTERNATIONAL ASSOCIATION OF CHIEFS OF	PC-REGISTRATION-K MANNING	600.00
IPARKIT - PHILADELPHIA	PC-TRAVEL CHARGES-MILOS	180.00
JACK NADEL INC	RECYCLABLE REFILLABLE JOURNALS, SHIPPING	1,532.12
JACKSON SERVICES, INC	DOOR MAT SERVICE	100.72
JULIE COOMBS	2026/01/11, 01/15 MATH PREPARATION	200.00
LA POLICE GEAR, INC	PC-SECURITY CHAIN	34.43
MATCON, LLC	VINYL DECALS	1,841.87
MATRIX BUSINESS SYSTEMS INC	2025/12/31M COPIER EXPENSE	197.85
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/07 MONTHLY SERVICE	219.07
MYZONE, INC	PC-2025/10/31M WELLNESS PROGRAM-BANKS	75.00
NAT'L TACTICAL OFFICERS ASSOCIATION	PC-SWAT TEAM LEADER TRAINING-TREINEN	801.00
NEBRASKA ASSOCIATION OF CRISIS NEGOTIATORS	PC-NEACN MEMBERSHIP-COON, WRIGLEY	60.00
NEBRASKA ASSOCIATION OF WOMEN POLICE	PC-FIRST RESPONDER TRAINING-J MANNING	140.00
NEBRASKA FURNITURE MART	FOUR 50 INCH SMART TV	1,069.16
OFFUTT ADVISORY COUNCIL	OFFUTT ADVISORY COUNCIL MEMBERSHIPS	200.00
OMAHA PUBLIC POWER DISTRICT	2025/11/12-12/11 MONTHLY SERVICE	39.20
OMAHA PUBLIC POWER DISTRICT	2025/12/11-2026/01/14 MONTHLY SERVICE	4,954.17
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/09/26-10/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/10/02-11/01 EVIDENCE STORAGE	164.00
PRIORITY 1 FITNESS	PC-SEAT PADS FOR EXERCISE EQUIPMENT	430.00
ROBERTSON, ANSCHUTZ, SCHNEID, CRANE &	SUBPEONA FEE	8.00
SARPY COUNTY FISCAL ADMINISTRATION	2025/12/31Q LAW RECORDS & PUBLIC SAFETY	12,745.55
SARPY COUNTY FISCAL ADMINISTRATION	2025/12/31Q LRMS HOSTED SERVICES	1,314.14

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### POLICE (CONT'D)

SCOTT WELCH	PC-CONTACT WEB FORM UPDATE	65.00
SHARP IMAGE INC	WINDOW TINTING-UNIT 135	95.00
SPEEDPRO OMAHA	PC-MAGENTIC MATERIAL	263.99
STANLEY J HOW, ARCHITECTS	2025/07/01-12/31 POLICE RANGE ARCHITECTURAL SERVICES	3,380.80
STEVEN L ANDRASCHKO	2026/01/17 ENTRY LEVEL POLICE OFFICER TEST	200.00
THE DEHNER CO	PC-MOTORCYCLE BOOTS. LAMPMAN, STUCK, RIDLEY	3,159.00
TRISTAR CLAIMS MANAGEMENT SERVICES,	WORKER'S COMP CLAIMS	33,356.25
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	3,676.44
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	758.90
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	1,814.77
UNMANNED VEHICLE TECHNOLOGIES, LLC	MATRICE M4TD WITH CARE ENTERPRISE PLUS	12,403.67
VERIZON WIRELESS	2025/12/24-2026/01/23 MONTHLY SERVICE	230.19
WESTLAKE ACE HARDWARE	PC-TIRE GAUGES, PAINTER TAPE	50.24
WESTLAKE ACE HARDWARE	KEYS	11.98
		<b>\$ 205,210.52</b>

### FIRE & RESCUE

AIRGAS USA, LLC	2025/12/31M CYLINDER RENTAL	224.34
AMAZON.COM, LLC	PC-OFFICE SUPPLIES, SCANNER, CLEANING SUPPLIES, KITCHEN SUPPLIES, STRAPS, GLOVES	1,453.13
AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	2,013.30
AVERY RENTS	PC-PROPANE	34.86
BLACK HILLS ENERGY	2025/12/01-31 MONTHLY SERVICE	494.13
CAPITAL TOWER & COMM, INC	ANTENNA REPLACEMENT-WAYNE TOWER	1,200.00
CENTURY LINK	2025/12/22-2026/01/21 MONTHLY SERVICE	94.86
CMC RESCUE, INC	PC-GLOBAL QUICK HARNESS	593.00
CMC RESCUE, INC	PC-HD RED HELMETS FOR TRAINING	1,039.60
COX BUSINESS SERVICES	2026/01/31M MONTHLY SERVICE	115.00
COX BUSINESS SERVICES	2026/01/31M MONTHLY SERVICE	214.78
CREIGHTON UNIVERSITY COLLEGE OF	ACLS CARDS-BFD-BLS CARDS-POLICE	251.75
EC DATA SYSTEMS, INC	PC-2025/09/30M SHARE OF FAX SERVER	7.95
ED M FELD EQUIPMENT CO	EXPANSION RINGS, HOSE REPAIR-SCBA	92.50
ED M FELD EQUIPMENT CO	FLOW TESTING FOR SCBA'S	3,895.47
GEARHART CONSTRUCTION & PLUMBING INC	REMOVE AND INSTALL GAS SERVICE-BELLEVUE FIRE TRAINING	4,422.50
GREAT PLAINS UNIFORMS	BADGES/COLLAR BRASS, UNIFORM ITEMS, EMBROIDERY	2,927.49
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE215876	129.77
HEARTLAND NATURAL GAS LLC	2025/12/01-2025/12/31 BHE235679	1,024.50
HOME DEPOT	PC-SAWS, NAILER, SAW STAND	3,487.91
JENNIFER MEYER	REIMB FOR SERVICE	451.54
KFT FIRE TRAINER, LLC	2025/04/01-2026/03/31 PREVENTIVE MAINTENANCE	15,360.00
MARCO TECHNOLOGIES, LLC	2025/11/27-12/26 COPIER EXPENSE	64.68
MARCO TECHNOLOGIES, LLC	2025/12/02-2026/01/01 COPIER EXPENSE	196.29
MATHESON TRI-GAS INC	METHANE, HAZARDOUS MATERIAL CHARGE	752.13
MELBA GLOCK	REIMB FOR SERVICE	100.00
MENARDS	PC-TRAINING SITE SUPPLIES, CLEANING SUPPLIES, LUMBER, PROPANE CYLINDER	598.91
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/06 MONTHLY SERVICE	366.43
METROPOLITAN UTILITIES DIST	2025/12/05-2026/01/07 MONTHLY SERVICE	1,755.46
METROPOLITAN UTILITIES DIST	2025/12/06-2026/01/07 MONTHLY SERVICE	3,754.44
METROPOLITAN UTILITIES DIST	2025/12/06-2026/01/09 MONTHLY SERVICE	143.68
METROPOLITAN UTILITIES DIST	2025/12/10-2026/01/09 MONTHLY SERVICE	1,146.89
OMAHA PUBLIC POWER DISTRICT	2025/10/30-12/03 MONTHLY SERVICE	979.18
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	1,350.81
OMAHA PUBLIC POWER DISTRICT	2025/11/20-12/22 MONTHLY SERVICE	678.74
OMAHA PUBLIC POWER DISTRICT	2025/11/21-12/22 MONTHLY SERVICE	2,365.06
OMAHA PUBLIC POWER DISTRICT	2025/11/24-12/26 MONTHLY SERVICE	827.00
OMAHA PUBLIC POWER DISTRICT	2025/11/25-12/26 MONTHLY SERVICE	33.08
REDBACK USA	BOOTS	499.22
SFPE GREAT PLAINS	PC-REGISTRATION FOR TRAINING-GIFFORD	90.00
STERICYCLE, INC	ON-SITE DOCUMENT SHREDDING	144.00

# MINUTE RECORD

## CLAIMS FOR 2026/02/3 COUNCIL MEETING

PAGE 11

### FIRE & RESCUE (CONT'D)

STRYKER SALES CORPORATION	2026/01/01-12/31 PROCARE SERVICES CONTRACT	15,917.12
TELEFLEX FUNDING, LLC	NEEDLES	1,100.00
THIELE GEOTECH	GROUND TESTING-FIRE TRAINING SITE	3,033.00
TRISTAR CLAIMS MANAGEMENT SERVICES, ULINE	WORKER'S COMP CLAIMS	958.49
	PC-POLYBAGS	165.06
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M DENTAL INSURANCE	2,842.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LIFE	630.08
UNITED OF OMAHA LIFE INSURANCE CO	2025/12/31M LTD	1,449.80
WELLPOINT	REIMB FOR SERVICE-J BITTNER	120.40
WESTLAKE ACE HARDWARE	PC-KEYS FOR MED FRIDGE	7.98
WESTLAKE ACE HARDWARE	PC-SUPPLIES, PVC CEMENT	46.98
WITMER PUBLIC SAFETY GROUP	PC-FOG FLUID FOR SMOKE MACHINE	531.93

**\$ 82,177.22**

### NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	2025/12/31M ACCT 1000 ANALYSIS CHG	534.94
AT&T MOBILITY	2025/11/22-12/21 MONTHLY SERVICE	0.99
CENTURY LINK	2025/12/04-2026/01/03 MONTHLY SERVICE	293.69
CENTURY LINK	2025/12/22-2026/01/21 MONTHLY SERVICE	224.92
FORVIS MAZARS LLP	2025/09/30 FYE 2025 PROGRESS BILLING #2	50,500.00
GREAT PLAINS COMMUNICATIONS LLC	2026/01/31M MONTHLY SERVICE	536.33
HEARTLAND MARKETING &	2025/12/01-12/28 SOCIAL MEDIA MANAGEMENT	3,814.23
NE DEPARTMENT OF ADMINISTRATIVE SERVICES	REF STATE OF NEB FOR WBV PARKING LOT LEASE 2025/8/1-2026/1/1	5,400.00
NE-DEPARTMENT OF REVENUE	2025/12/31M SALES AND USE TAX RETURN (FORM 10)	100.63
OMAHA PUBLIC POWER DISTRICT	2025/11/11-12/11 MONTHLY SERVICE	122.54
PM AM CORPORATION	2025/12/31M ALARM FEES	2,887.00
SCOTT WELCH	PC-2025/10/31M WEB HOSTING	125.00
TASC - TOTAL ADMINISTRATIVE SERVICES	2026/03/31Q FSA ADMIN FEES	2,094.75
TASC - TOTAL ADMINISTRATIVE SERVICES	2026/01/01-12/31 RENEWAL FEE	300.00

**\$ 66,935.02**

### INFORMATION TECHNOLOGY

AMAZON.COM, LLC	PC-ETHERNET ADAPTERS, HEADSETS, PATCH CABLES, THERMOSTAT COVER	955.04
HARBOR FREIGHT TOOLS	PC-UTILITY SHELF	99.99
MENARDS	PC-SCREW, CABLE LOCK	15.98
STARLINK - A DIVISION OF SPACE	PC-2025/09/28-10/28 TERMINAL ACCESS CHARGE	165.00
WASABI TECHNOLOGIES, LLC	PC-2025/08/12-09/11 CLOUD STORAGE	169.39
GRAYBAR ELECTRIC COMPANY	HOFFMAN ENCLOSURES, SCREWS	77.29
INTERSTATE ALL BATTERY CENTER	BATTERIES RECYCLES	488.00
MOTOROLA SOLUTIONS, INC	(11) NEW PORTABLE RADIOS FOR IT	89,887.14
MOTOROLA SOLUTIONS, INC	SOFTWARE AND LICENSE FOR RADIOS	1,233.10
SARPY COUNTY FISCAL ADMINISTRATION	2025/12/31Q DATA PROCESSING FEES	38,397.38
SHI INTERNATIONAL CORP	2025/12/21-2026/12/20 INTERNET ACCESS, SUPPORT	25,235.98

**\$ 156,724.29**

### BELLEVUE BAY INDOOR WATERPARK

LOWE'S	PC-CREDIT -PIPE RELOCATION FROM 2025/07/22	(604.62)
HOLLAND BASHAM ARCHITECTS, INC J & T PLUMBING	PROFESSIONAL SERVICES-WATERPARK THRU GAS PIPE RELOCATIONS, INSTALL STOVE & PROPANE CONVERSION KIT	57,894.00 5,982.68
METROPOLITAN UTILITIES DISTRICT	MAINLINE EXTENSION FOR WATERPARK	863,762.00
PINK GRADING INC	BWP 00014-BELLEVUE WATERPARK GRADING THRU 2026/01/15	87,750.00
PINK GRADING INC	BWP 00015-BELLEVUE WATERPARK GRADING THRU 2026/01/15	231,416.42
SAPP BROS, INC	INSTALL & SERVICE-15402 S 10TH ST	1,906.17
SAPP BROS, INC	INSTALL & SERVICE-15410 S 10TH ST	2,335.84

**\$ 1,250,442.49**

### 2206 LONGO DR

C&E INDUSTRIES	2025/12/31M JANITORIAL SERVICE	3,991.10
CENTURY LINK	2025/12/04-2026/01/03 MONTHLY SERVICE	139.52
CERRIS SYSTEMS NORTH CENTRAL, INC	AC IN COPY ROOM 11.17	695.88



# MINUTE RECORD

## CLAIMS FOR 2026/02/3 COUNCIL MEETING

PAGE 13

### COMMUNITY BETTERMENT

BELLEVUE ECONOMIC ENHANCEMENT	SMALL BUSINESS ASSISTANCE	1,500.00
LIFT UP SARPY COUNTY	BELLEVUE COMMUNITY RESPONSE & OUTREACH	7,596.90
NEBRASKA DEPARTMENT OF REVENUE	2025/12/31Q LOTTERY TAX 51C 2026Q1 (OCT-DEC 2025)	57,860.00
		<hr/>
		\$ 66,956.90

### COMMUNITY DEVELOPMENT

RDG PLANNING & DESIGN, INC	CDBG HOUSING RESILIENCE PLAN THRU 2025/12/31	20,960.53
		<hr/>
		\$ 20,960.53

### FEDERAL FORFEITURES-JUSTICE FUNDS

VERIZON WIRELESS	2025/12/22-2026/01/21 MONTHLY SERVICE	690.95
DIERS FORD-LINCOLN	2018 FORD EXPEDITION	13,000.00
		<hr/>
		\$ 13,690.95

### GO.BONDS

UMB BANK - TRUST OPERATIONS	SID 147 GORB'S SERIES 2018 \$935,000 (ANNEXED 5/2/2019)	7,737.50
UMB BANK - TRUST OPERATIONS	SID 265 GORB'S SERIES 2019 (NE) \$1,400,000 (ANN 10/1/2019)	16,211.25
		<hr/>
		\$ 23,948.75

**TOTAL CLAIMS FOR 2026/02/03** \$ 3,329,820.24

**TOTAL PAYROLL FOR 2026/02/16** \$ 1,900,072.52

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/03/2026		SUBMITTED BY: Finance, CDBG	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the reappointment of Jonathan Jenkins and David Wees to the CDBG Committee.

SYNOPSIS/BACKGROUND:

Each Council Member recommends an appointee to fill a position on the CDBG Committee, and two appointed terms expire in February 2026. Jonathan Jenkins has been nominated for reappointment by Councilman Casey, and David Wees has been nominated for reappointment by Councilman Preister. The CDBG Committee was created to assist the CDBG Program Specialist with the annual application process by reviewing applications, hearing presentations, and preparing a funding recommendation for the annual CDBG entitlement funding allocation. The Committee funding recommendation is then presented to the City Council for consideration.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve the reappointment of Jonathan Jenkins and David Wees to the CDBG Committee for a three-year term.

ATTACHMENTS:

- |                             |                          |                         |
|-----------------------------|--------------------------|-------------------------|
| 1. Jenkins Appointment Form | 2. Wees Appointment Form | 3. <input type="text"/> |
| 4. <input type="text"/>     | 5. <input type="text"/>  | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Amber Tompkins*  
*Jason [Signature]*  
*[Signature]*



We Influence The World!

City of Bellevue  
Community Development Block Grant

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

### CDBG Committee Member Recommendation Form

Please complete the following member recommendation form and return to the CDBG Program.

#### Contact Information

Name: Jonathan Jenkins

Street Address: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Best way to contact member:  Phone  E-mail  Postal Mail

#### Special Skills or Qualifications

Summarize any experience or qualifications the recommended member possesses that will assist with their service on the CDBG Committee.

Extensive leadership and management experience gained during a twenty-six year Air Force career provides a solid foundation for making high level decisions affecting personnel and resources. Continues to lead as a Supply Chain Manager for a major national company. Two year experience collaborating with Community Development Block Grant committee members to provide funding for eligible organizations. Proven knowledge of federal funding requirements key to ensuring all requesting organizations meet the federally mandated requirements while finding innovative ways to fund multiple requests.

Submitted by: Rich Casey, Bellevue City Council, Ward 2

Date: 1/29/26





## City of Bellevue

Finance Department

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3000

# CDBG Committee Member Recommendation Form

Please complete the following member recommendation form and return to the CDBG Program.

### Contact Information

Name: David B Wees

[Redacted contact information]

### Special Skills or Qualifications

Summarize any experience or qualifications the recommended member possesses that might assist while serving on the CDBG Committee.

I was contacted by Councilmember Preister about an opening for the CBDG Committee. I would be honored to serve the City of Bellevue in a committee setting to evaluate, screen and select recipients eligible for this program. I have 16 years' service to the City as a councilmember for Ward 5 from 1992 until 2008. This gives me the knowledge of the works of the council, planning department and planning commission. I have always had the wish to volunteer for our City and believe the time, talents, and treasures of volunteers only help our City to be more viable in our community. I am a retired from OPPD with 37 plus years background in the utility industry. If chosen, I would enjoy the responsibility set forth.

Submitted **David B. Wees**

Date: **February 5, 2019**



An Equal Opportunity/Affirmative Action Employer





9a.  
2/3/26

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

### TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

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

Name: Charles SHARAHAN

Address: 2520 OLIVE ST

Telephone Number: 402 8125248 Email Address: CHUCK STIRBLA@gmail.com

Date Submitted: 9-2-2025 Date of Requested City Council Meeting: SEPT 16-2025  
JAN 22 2026 FEB 13, 2026

Description of Requested Topic:  
DISCUSS my GARAGE PERMIT 2520 OLIVE ST

2/3/26 - OK  
10/1/25

For Office Use Only:

Date of City Council Meeting: 9-6-25

Applicant Contacted: \_\_\_\_\_

OK  
OK  
OK

RECEIVED  
SEP 02 2025  
CITY CLERK

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 3, 2026		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lot 1, Roth's Anderson Grove, Replat 1, being a replat of Lot 1, Roth's Anderson Grove, and a platting of Tax Lot 18A1B2B except right-of-way, located in the Northeast ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from BN and AG to RG-20 for the purpose of multi-family residential development; and preliminary plat Lot 1, Roth's Anderson Grove. Applicant: Foundations Development, LLC. General location: Northwest Corner of South 36th Street and Granada Parkway.

SYNOPSIS/BACKGROUND:

Rob Woodling, on behalf of Foundations Development, LLC, has submitted a request to rezone Lot 1, Anderson Grove Replat 1, from BN and AG to RG-20 for the purpose of multi-family residential development. The applicant is requesting approval of a change of zone and preliminary plat to allow for multi-family residential development. The applicant intends to construct a senior housing apartment building with on-site parking. The requested RG-20 zoning designation does not require site plan approval.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of this request.

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Report	3. Ordinance No. 4202
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Aimee Portmilla*  
*[Signature]*  
*[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

**APPLICANT:** City of Bellevue  
**CASE #'s:** S-2510-20, Z-2510-09  
**CITY COUNCIL HEARING DATE:** February 17, 2026

**REQUEST:** to rezone Lot 1, Roth’s Anderson Grove, Replat 1, being a replat of Lot 1, Roth’s Anderson Grove, and Tax Lot 18A1B2B Exc Row, located in the Northeast ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from BN and AG to RG-20 for the purpose of multi-family residential development; and preliminary plat Lot 1 Roth’s Anderson Grove.

On January 22, 2026, the City of Bellevue Planning Commission voted seven yes, zero no, two absent, and zero abstained:

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

**VOTE:**

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

Planning Commission Hearing was held on: January 22, 2026

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

**CASE NUMBERS:** Z-2510-09  
S-2510-20

**FOR HEARING OF:**  
**REPORT #1:** January 22, 2026  
**REPORT #2:** February 17, 2026

### **I. GENERAL INFORMATION**

#### **A. APPLICANT:**

Foundations Development, LLC  
Attn: Rob Woodling  
1886 S 126th Street  
Omaha, NE 68144

#### **B. PROPERTY OWNER:**

RD Blair, LLC  
1886 S 126<sup>th</sup> Street  
Omaha, NE 68144

#### **C. GENERAL LOCATION:**

Northwest Corner of South 36<sup>th</sup> Street and Granada Parkway

#### **D. LEGAL DESCRIPTION:**

Lot 1, Roth's Anderson Grove, Replat 1, being a replat of Lot 1, Roth's Anderson Grove, and a platting of Tax Lot 18A1B2B except right-of-way, located in the Northeast ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

#### **E. REQUESTED ACTIONS:**

1. Rezone Lot 1, Roth's Anderson Grove, Replat 1, from BN and AG to RG-20.
2. Preliminary plat Lot 1, Roth's Anderson Grove.

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

BN and AG, Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning and preliminary plat to enable multi-family residential development.

**H. SIZE OF SITE:**

The site is approximately 3.6 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is presently vacant and covered in vegetation.

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

- 1. **North:** Single-Family Residential, RS-72
- 2. **East:** Multi-Family Residential (across South 36<sup>th</sup> Street), RG-28
- 3. **South:** Vacant, MU (across Granada Parkway)
- 4. **West:** Anderson Grove Elementary (across South 37<sup>th</sup> Street), AG

**C. RELEVANT CASE HISTORY:**

1. On September 25, 2014, the Planning Commission recommended approval of a request to rezone Lot 1, Roth's Anderson Grove, from RE to BN for the purpose of commercial development. On November 10, 2014, the City Council approved this request.

2. On January 22, 2026, the Planning Commission recommended approval of a request to rezone Lot 1, Roth's Anderson Grove, Replat1, being a replat of Lot 1, Roth's Anderson Grove, and a platting of Tax Lot 18A1B2B except right-of-way, located in the Northeast ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from BN and AG to RG-20; and preliminary plat Lot 1, Roth's Anderson Grove, Replat 1.

**D. APPLICABLE REGULATIONS:**

- 1. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.
- 2. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
- 3. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.

### **III. ANALYSIS**

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

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

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

None

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

1. There is no MAPA traffic data information available for this area.
2. Per the city's request, access for the proposed development will be from South 36<sup>th</sup> Street.

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

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

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

1. Rob Woodling, on behalf of Foundations Development, LLC, has submitted a request to preliminary plat Lot 1, Roth's Anderson Grove, Replat 1. In conjunction with the platting, the applicant is also requesting a change of zone from BN and AG to RG-20 for the purpose of multi-family residential development.
2. The RG-20 zoning district is intended to permit moderately high-density development and uses that are typical and compatible in the operation of apartment houses.  
  
The requested RG-20 zoning designation does not require site plan approval. The applicant has provided a site plan for informational purposes only, which is attached to this report.
3. The applicant intends to construct a senior housing apartment building with on-site parking.
4. Any construction on this property will need to comply with Section 8.12, Zoning Ordinance, regarding design standards. Compliance with these regulations will be reviewed as part of the building permit process. Adherence to Article 9, landscaping, screening, and fencing requirements will also be reviewed as part of the building permit process.

5. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Community and Development Director, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, Sarpy County Planning Director, Metropolitan Utilities District, Cox Cable, Black Hills Energy, CenturyLink, Sarpy County GIS/911, Omaha Public Power District, Metropolitan Area Planning Agency, Papio-Missouri River NRD, and the Papillion LaVista Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Jeremy Bender, surveyor with the Sarpy County Public Works Department, requested minor revisions to the plat. These revisions have been addressed by the applicant's engineer.

Bellevue Public Works requested revisions to the grading plan and erosion control plan. The sanitary calculations were also requested. These revisions and requests have been addressed by the applicant's engineer.

No other comments were received on this case.

6. The Public Works Department has reviewed the preliminary grading and drainage plans for this proposed development and found them to be acceptable.

7. The applicant will take access from South 36<sup>th</sup> Street for this development. The developer's engineer is working with the Public Works Department to coordinate the details of this access.

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

9. Based on the number of acres, this development will require a contribution to the Park Fund in the amount of \$3,064.25. This fee must be paid prior to the filing of the final plat.

10. The applicant is requesting a less intensive zoning than the commercial zoning currently in place. Additionally, access to the development will be from South 36<sup>th</sup> Street to alleviate additional traffic to the surrounding Quail Creek neighborhood and nearby Anderson Grove Elementary School. Therefore, staff believes this development is compatible with the surrounding area.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

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

**V. PLANNING COMMISSION RECOMMENDATION**

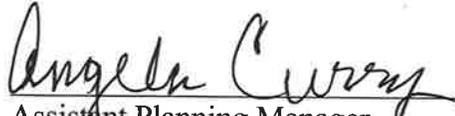
APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area.

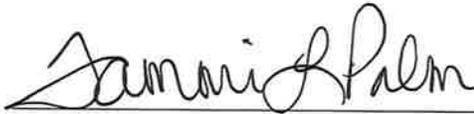
**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Zoning justification letter received January 12, 2026
4. Preliminary plat received December 3, 2025
5. Preliminary site plan received January 9, 2026

**VII. COPIES OF REPORT TO:**

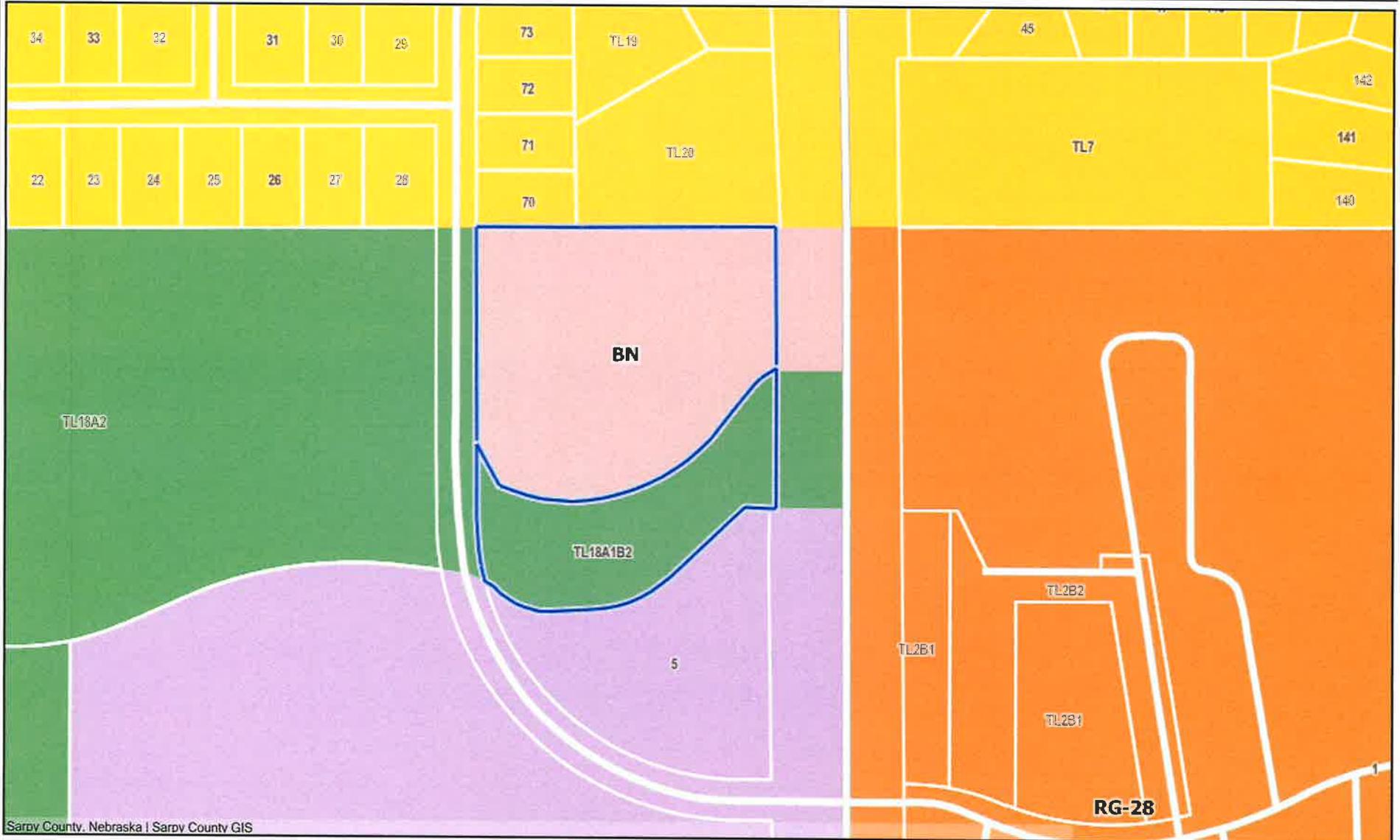
1. Foundations Development, LLC. (Attn: Rob Woodling)
2. JEO Consulting Group, Inc. (Attn: David Harnisch)
3. Locher Pavelka Dostal Braddy & Hammes, LLC (Attn: Matt Eck)
4. Public Upon Request

  
Assistant Planning Manager

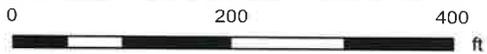
 01/27/26  
Planning Director Date of Report



# Lot 1 Roth's Anderson Grove Replat 1

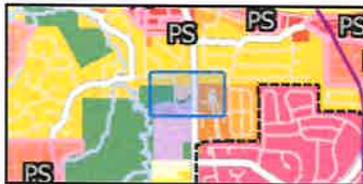


Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 2629

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



Notes





# Lot 1 Roth's Anderson's Grove



Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 1402

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



Notes





1886 South 126th Street  
Omaha, Ne 68144

RECEIVED  
JAN 12 2026  
PLANNING DEPT.

January 12, 2026

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

Zoning Justification Letter 11821 S 36<sup>th</sup> Street

Dear Ms. Palm,

Foundations Development, LLC and its subsidiaries would request a rezoning and replat of the area north and west of south 36<sup>th</sup> Street and Granda Parkway.

The site is currently vacant and undeveloped. The owner is proposing to construct a single, multi-story senior housing apartment building utilizing an existing access point off of 36<sup>th</sup> Street to connect. Project will include a parking lot, storm water BMP (Extended Dry Detention Basin), and code-compliant landscaping.

A change of zone from BN (Neighborhood Business) and AG (for the Tax Lot that previously contained Granada Parkway) to RG20 is necessary to allow multi-family residential construction.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rob Woodling", is written over the "Sincerely," text.

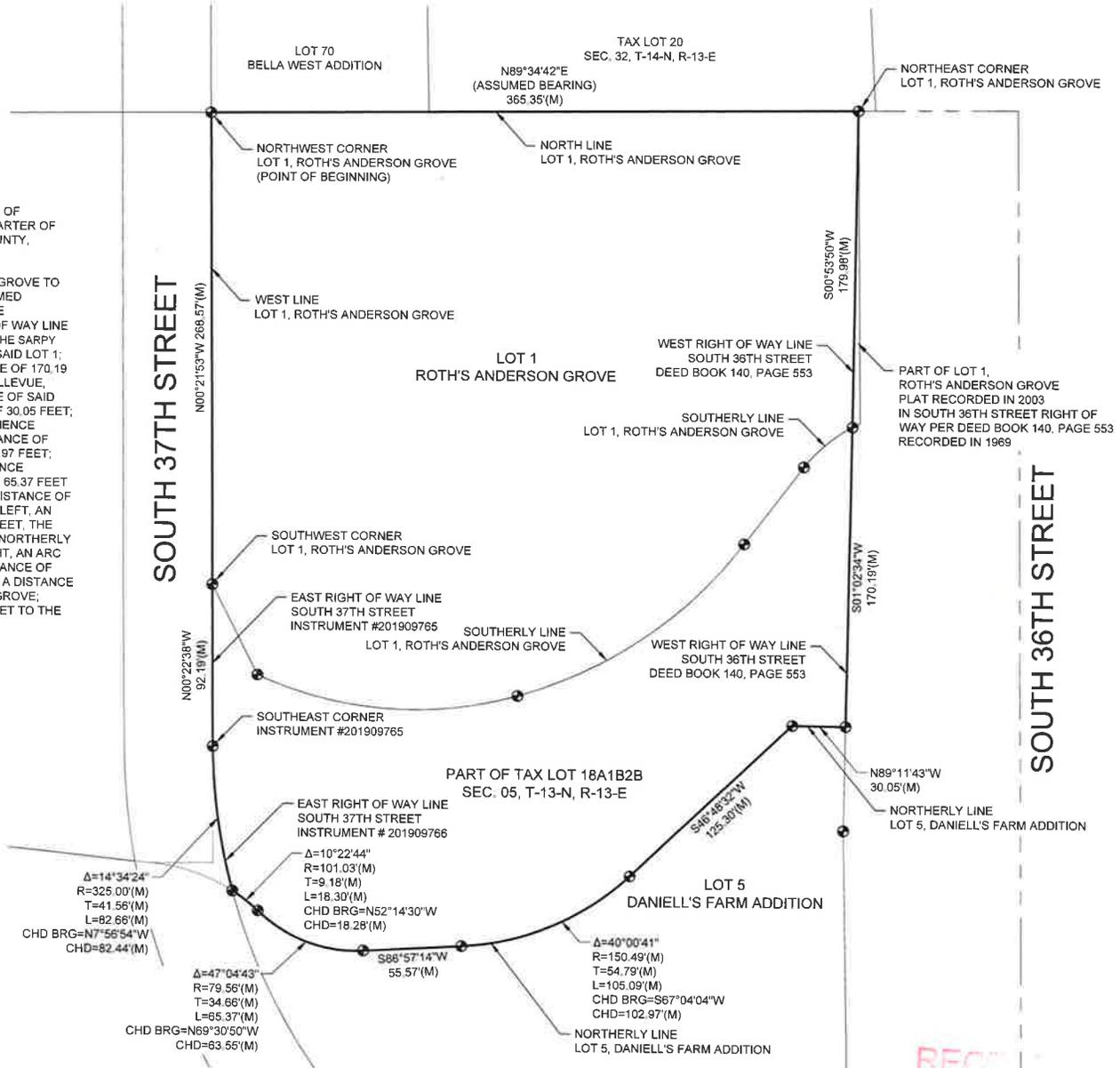
Rob Woodling

**PRELIMINARY PLAT**  
**LOT 1 ROTH'S ANDERSON GROVE REPLAT 1**  
 A COMBINATION OF LOT 1, ROTH'S ANDERSON GROVE,  
 CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA AND  
 TAX LOT 18A1B2B OF THE NORTHEAST QUARTER OF  
 SECTION 5, TOWNSHIP 13 NORTH, RANGE 13 EAST OF  
 THE SIXTH P.M., SARPY COUNTY, NEBRASKA

**TRACT DESCRIPTION:**

A TRACT OF LAND BEING PART OF LOT 1, ROTH'S ANDERSON GROVE TO THE CITY OF BELLEVUE AND PART OF TAX LOT 18A1B2B, ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE SIXTH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, OF SAID ROTH'S ANDERSON GROVE TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA; THENCE N89°34'42"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 365.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE S00°53'50"W ON THE WEST RIGHT OF WAY LINE OF SOUTH 36TH STREET AS DESCRIBED AND RECORDED IN BOOK 140, PAGE 553 AT THE SARPY COUNTY COURTHOUSE, A DISTANCE OF 179.98 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE S01°02'34"W CONTINUING ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 170.19 FEET TO THE NORTHERLY LINE OF LOT 5, OF DANIELL'S FARM TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA; THENCE SOUTHWESTERLY ON THE NORTHERLY LINE OF SAID LOT 5, DANIELL'S FARM THE FOLLOWING 6 COURSES; N89°11'43"W, A DISTANCE OF 30.05 FEET; THENCE S46°48'32"W, A DISTANCE OF 125.30 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A 150.49 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 105.09 FEET, THE CHORD OF SAID CURVE BEARS S67°04'04"W, A DISTANCE OF 102.97 FEET; THENCE S86°57'14"W, A DISTANCE OF 55.57 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ON A 79.56 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 65.37 FEET TO A POINT OF CURVATURE, THE CHORD OF SAID CURVE BEARS N69°30'50"W, A DISTANCE OF 63.55 FEET; THENCE NORTHWESTERLY ON A 101.03 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 18.30 FEET TO THE EAST RIGHT OF WAY LINE SOUTH 37TH STREET, THE CHORD OF SAID CURVE BEARS N52°14'30"W, A DISTANCE OF 18.28 FEET; THENCE NORTHERLY ON SAID EAST RIGHT OF WAY LINE ON A 325.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 82.66 FEET, THE CHORD OF SAID CURVE BEARS N07°56'54"W, A DISTANCE OF 82.44 FEET. THENCE N00°22'38"W CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 92.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, ROTH'S ANDERSON GROVE; THENCE N00°21'53"W ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 268.57 FEET TO THE POINT OF BEGINNING, CONTAINING 3.805 ACRES, MORE OR LESS.



Project No.: 251444 00  
 Date: 10/21/2025  
 QAGC: RMO  
 Scale: 1" = 30'  
 Field Book: SARPY CD  
 Field Crew: AKJ/HH  
 Drawn By: RMO

**JEO CONSULTING GROUP**  
 11213 Davenport Street, Suite 200  
 Omaha, NE 68154  
 402.934.3650

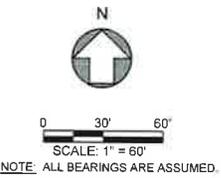
JEO Consulting, Inc.  
 1937 N Chestnut St  
 Wahoo, NE 68066  
 800.723.8567 | jeo.com

Organization Certificate of  
 Authorization Number: CA-0069

US SURVEY FEET (MFT)

Sheet 1 of 1

Survey File No.:



REC  
 DEC 03 2025  
 PLANNING DEPT.



ORDINANCE NO. 4202

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT THE NW CORNER OF S 36<sup>th</sup> ST & GRANADA PKWY, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 4202 is hereby amended to change the zone classification of the following described parcel of land:

Lot 1, Roth's Anderson Grove, Replat 1, being a replat of Lot 1, Roth's Anderson Grove and Tax Lot 18A1B2B Excluding Right-of-Way, located in the Northeast ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

From BN (Neighborhood Business District) and AG (Agricultural District) to RG-20 (General Residential – 2,000 Square Feet Per Unit).

(Foundations Development, LLC)

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

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

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

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

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 3, 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 checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Street/Alley Vacation Application (SV-2512-04) 2710 Bonnie Street/Sarpy Ave.

SYNOPSIS/BACKGROUND:

Request to vacate all of the right of way between LOT 62 SOUTHERN VIEW 3RD PLATTING AND LOT 1 MILT'S ADDITION (8.64 AC), a platted and recorded addition to Sarpy County, Nebraska.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve the request to vacate all of the right of way between LOT 62 SOUTHERN VIEW 3RD PLATTING AND LOT 1 MILT'S ADDITION (8.64 AC) and record to Sarpy County, Nebraska.

ATTACHMENTS:

1. <input type="text" value="Ordinance 4943"/>	2. <input type="text" value="Application"/>	3. <input type="text" value="Map"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: *Aimee Bortillon*

FINANCE APPROVAL AS TO FORM: *[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM: *[Signature]*



Permit Number: SV-2512-04

Date of Application: 11/30/2025

Public Works Department  
1510 Wall Street  
Bellevue, NE 68005  
Ph: 402-293-3025/Fax: 402-293-3173

### STREET/ALLEY VACATION APPLICATION

Name: Peter Senior

Address: 2710 Bonnie St. Bellvue, NE, 68147  
Street City/State/Zipcode

Phone/Fax Number (402) 981-5612 (402) 334-7253 (402) 981-5612  
Phone fax cellular

Briefly state the reason for this request: The alley is maintained by myself and  
has no future use cases.

Legal description of street/alley to be vacated: Right-of-Way between LOT 62 SOUTHERN VIEW  
3RD PLATTING AND LOT 1 MILT'S ADDITION (8.64 AC)

*Please attach a copy of the Street / Alley Vacation Petition as required.*

  
Signature of Applicant

### STREET / ALLEY VACATION PETITION

*Please read the following carefully:*

The following information is required by the Public Works Department and is to assist you in the property preparation of this petition by calling your attention to the following requirements:

1. Only the signature of the legal owner (s) whose property abuts the street or alley to be vacated is valid.
2. The person who signs the petition must be recorded property owners as listed in the Book of Deeds in the Sarpy County Register of Deeds Office. Ownership will be verified by the Public Works Department.

We, the undersigned owners of property, representing more than 75% of the abutting property, hereby ask and petition that the necessary action be taken to vacate: \_\_\_\_\_

\_\_\_\_\_

and we, hereby respectively waive any and all damages, or claims for damages, by reason of said vacating.

NAME OF OWNER	DATE SIGNED	DESCRIPTION OF PROPERTY
<i>Peter Senior</i> <i>Peter Senior</i>	<i>8/25/2022</i>	<i>Lot 62 Southern View 3rd Platting</i>
<i>Charles Hank</i> <i>Charles Hank</i>	<i>8/26/2024</i>	<i>" "</i>

**STREET / ALLEY VACATION AGREEMENT**

That portion of the street/alley platted in Southern View 3rd Platting  
Requesting to vacate all of the Right-of-Way (ROW) between 2710 Bonnie Street Bellevue  
NE 68147 AND LOT 1 MILT'S ADDITION (8.64 AC)

located in the City of Bellevue, Sarpy County, Nebraska, be, and hereby is, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitation that there is reserved to the City of Bellevue the right to maintain, operate, repair and renew sewers now existing therein and in the future to construct, maintain, repair and renew additional or other sewers; and also the right to authorize the public utilities and cable television systems to construct, maintain, repair, or renew and operate now or hereafter installed water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines, and other similar services and equipment and appurtenances above, on and below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include such lateral connection or branch lines as may be ordered, desired, or permitted by the City of Bellevue or such other utility, and to enter upon the premises to accomplish the above purposes at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes, and crops, and all structures upon the premises, including but not limited to, buildings, walls, fences, drives, and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.

ORDINANCE NO. 4203

AN ORDINANCE TO VACATE THAT PART OF THE ALLEY RIGHT-OF-WAY DESCRIBED AS BETWEEN LOT 62 SOUTHERN VIEW 3<sup>RD</sup> PLATTING AND LOT 1 MILT'S ADDITION (8.64 AC), BELLEVUE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA WITH TITLE THERETO VESTING IN THE ABUTTING PROPERTY OWNER AND TO PROVIDE AN EFFECTIVE DATE THEREFORE.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bellevue, Nebraska:

Section 1: That pursuant to the authority and provisions of Neb. Rev. Stat. §16-611, the following described portion of alley right-of-way should be and same hereby is vacated, subject to the reservations stated below; that retaining title to such property is not in the best interest of the City of Bellevue, and that pursuant to §16-611, title to such property shall vest in the abutting property owner:

THAT PART OF THE ALLEY RIGHT-OF-WAY DESCRIBED  
AS BETWEEN LOT 62 SOUTHERN VIEW 3<sup>RD</sup> PLATTING AND  
LOT 1 MILT'S ADDITION (8.64 AC)

Section 2: Attached hereto and incorporated is Exhibit "A" depicting the right-of-way to be vacated.

Section 3: Pursuant to Neb. Rev. Stat. §16-611 there is reserved to the City the right to maintain, operate, repair and renew public utilities existing at the time title to the property is vacated;

and there is reserved to the City, to any public utilities and to any cable television systems the right to maintain, repair, renew, and operate water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines, and other similar services and equipment and appurtenances, including lateral connections or branch lines, above, on or below the surface of the ground that are existing as valid easements at the time title to the property is vacated for the purposes of serving the general public or the abutting properties and to enter upon the premises to accomplish such purposes at any and all reasonable times;

and the right so reserved shall also include such lateral connection or branch lines as may be ordered, desired or permitted by the City or such other utility and to enter upon the premises to accomplish the above purposes at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes and crops and all structures upon the premises, including, but not limited to, buildings, walls, fences, drives and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.

Section 4. The City shall retain the right to all easements.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall become effective after its passage, approval and publication according to law.

Passed and approved this \_\_\_\_\_ day of January, 2026.

ATTEST:

CITY OF BELLEVUE, NEBRASKA

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

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

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

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



Map Scale 1: 630

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Notes Vacation of northerly portion of Sarpy Ave



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 01/20/26		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the 2025 CDBG Subrecipient Agreement with Bellevue Junior Sports Association for the Youth Participation Assistance Program in an amount not to exceed \$2,000.00.

SYNOPSIS/BACKGROUND:

As part of the 2025 Action Plan approved by the City Council on July 15, 2025, Bellevue Junior Sports Association (BJSA) was approved for funding in an amount not to exceed \$2,000.00 for the Youth Sports Participation Assistance Program for low- and moderate-income families who reside within Bellevue city limits providing assistance to cover registration fees and equipment fees required to participate in the specific sports program. BJSA has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$2,000.00 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS: Yes/No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 2025 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 01/20/2026 CONTRACT TERM: 1 year CONTRACT END DATE: 01/19/2027

PROJECT NAME: BJSA Youth Participation Assistance Program

START DATE: 01/20/2026 END DATE: 01/19/2027 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192604 ACCOUNT NUMBER: 60/1903/192604/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Bellevue Junior Sports Association

ATTACHMENTS:

1. 2025 CDBG Subrecipient Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Shirley Priddy*  
*Joey Priddy*  
*Joey Priddy*

**SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF BELLEVUE AND  
BELLEVUE JUNIOR SPORTS ASSOCIATION  
FOR EXPENDITURE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
B-25-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the subrecipient BELLEVUE JUNIOR SPORTS ASSOCIATION hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-25-MC-31-0003 HUD contract in the amount of \$2,000.00 for the Sports Participation Assistance program; and

NOW, THEREFORE, it is agreed between the parties hereto that:

**A. SCOPE OF SERVICE.**

1. **Activities.** The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2024-2028 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$2,000.00 from the B-25-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing sports participation assistance program by offering scholarships to low- and moderate-income youth and children which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:

- \_\_\_\_\_
- a. **Program Delivery.** Funding will be provided for this participation assistance program including, but not limited to, the registration and participation fees required by specific sports clinics and programs as outlined in the 2025 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
    - i. Develop program guidelines, eligibility requirements, application forms, and review procedures for the assistance program.
    - ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
    - iii. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.
  - b. **Income Benefit Goals.** It is anticipated that the program will provide participation assistance for 10 low- and moderate-income households residing within Bellevue city limits.

- c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.
  - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

2. Performance Monitoring. The SUBRECIPIENT, at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
  - a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
  - b. Update on the expenditure of funding as well as a timeline for expenditure update.
  - c. Any additional funds leveraged with CDBG funding.
  - d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that the approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project. A desk monitoring may be conducted in lieu of an onsite monitoring visit as necessary.
4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.
6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

**B. RECORDS, REPORTING AND PAYMENT SCHEDULES.**

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$2,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
  - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
  - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
  - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
  - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
  
3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI) registered and active in the System for Award Management (SAM.gov) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered UEI number with SAM.gov prior to any grant funding being disbursed.
  
4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1<sup>st</sup> to September 30<sup>th</sup>. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:
  - a. 1<sup>st</sup> Quarter: October – December,
  - b. 2<sup>nd</sup> Quarter: January – March,
  - c. 3<sup>rd</sup> Quarter: April – June, and
  - d. 4<sup>th</sup> Quarter: July – September.
  
5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
  
6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.
  
7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
  - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
  - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
  - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
  - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
- b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. Subcontracts
  - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
  - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
  - iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
  - iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management ([www.sam.gov](http://www.sam.gov)) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.
- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.
- c. Any expenses incurred or subcontracts executed prior to the approval of the subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.
- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions

of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:

- i. A final performance report,
- ii. A final request for payment, and
- iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

### **C. GENERAL COMPLIANCE.**

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, HICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
5. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. SUBRECIPIENTS should refer to the Interim Guidance on Verification of Citizenship, Qualified Alien Statuses and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 to determine applicant eligibility and documentation requirements to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.
7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

#### **D. OTHER PROGRAM REQUIREMENTS.**

##### **1. Civil Rights.**

- a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

## 2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

## 3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. "Section 3" Clause.

- i. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- ii. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
- vi. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.

- vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
  - b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
    - i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
    - ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
    - iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
5. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
6. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
7. Lobbying. The SUBRECIPIENT hereby certifies that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
  - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
  - d. **Lobby Certification.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
8. **Copyright.** If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
  9. **Religious Organization.** The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
  10. **Relocation and One-For-One Housing Replacement.** The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.
  11. **Build America, Buy American Act.** The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

#### **E. UNIFORM ADMINISTRATIVE REQUIREMENTS.**

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB

Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4) A-102, Grants and Cooperative Agreements with State and Local Governments, (5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

2. **Cost Principles.** The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. **Audits.** The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

**F. INSURANCE REQUIREMENTS.**

1. **Worker's Compensation.** The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$500,000.00 limit.
2. **Insurance and Bonding.** The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this is a burden or not applicable under specific agreements.

**G. AGREEMENT MODIFICATIONS.**

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

#### **H. REVERSION OF ASSETS.**

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures us that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

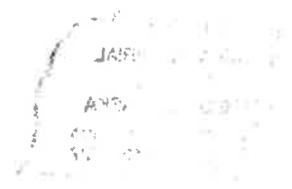
#### **I. SUSPENSION OR TERMINATION OF AGREEMENT.**

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
  - a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
  - b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
  - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

#### **J. NOTICES.**

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

- a. To GRANTEE: City Administrator  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005
  
- b. To SUBRECIPIENT: President, Board of Directors  
Bellevue Junior Sports Association  
1001 High School Drive  
Bellevue, NE 68005
  
- c. Copy to: Finance Director  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005



\_\_\_\_\_  
Rusty Hike, Mayor  
City of Bellevue, Nebraska

Phyllis Thrower  
Phyllis Thrower, President  
Bellevue Junior Sports Association

\_\_\_\_\_  
Rich Severson, Finance Director  
City of Bellevue, Nebraska

Matt Goetz  
Matt Goetz, Program Director  
Bellevue Junior Sports Association

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk  
City of Bellevue, NE

STATE OF NEBRASKA     )  
  ): SS.  
COUNTY OF SARPY     )

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(Affix Notarial Seal)

My Commission Expires: \_\_\_\_\_

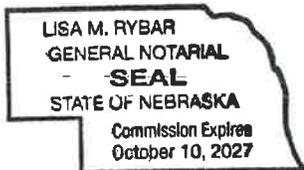
STATE OF NEBRASKA     )  
  ): SS.  
COUNTY OF SARPY     )

The above and foregoing instrument was acknowledged before me this 12 day of January 2026 by Phyllis Thrower, President, Bellevue Junior Sports Association, on behalf of the organization.

My Commission Expires:

10/10/27

Lisa M Rybar  
NOTARY PUBLIC



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/03/2026		SUBMITTED BY: Rich Severson		Finance Director	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LICQUOR 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:

Extension of Custom Farming Contracts for 2026

SYNOPSIS/BACKGROUND:

The city owns land that is held for future economic development and amenities for residents such as parks and recreation. An income stream can be achieved during the incubation period by custom farming the land. The contractor that has been performing the custom work has been an excellent steward of the land and generated income for the city. This agenda item extends his contracts: (1) Sixteenth Extension to the Contract with Justin Thoms for Custom Farming to plant and harvest soybeans on the approximately 36 acres at 36th and Capehart Road in an amount not to exceed \$10,600.00. The number of tillable acres has declined and is expected to decline further as the city puts the land to its intended use. (2) Sixteenth Extension to the Contract with Justin Thoms for Custom Farming to plant and harvest corn on the approximately 62 acres near the Bellevue Sports Complex at Cunningham Road, west of Harlan Lewis Road, in an amount not to exceed \$33,500.00. These amounts are the bids plus 10% to cover additional spraying, if necessary.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	<input type="text" value="YES"/>	COUNTER-PARTY:	<input type="text" value="Justin Thoms"/>	INTERLOCAL AGREEMENT:	<input type="text" value="NO"/>
CONTRACT DESCRIPTION:	<input type="text" value="Custom Farming Contract 2025"/>				
CONTRACT EFFECTIVE DATE:	<input type="text" value="01/01/2026"/>	CONTRACT TERM:	<input type="text" value="1 Year"/>	CONTRACT END DATE:	<input type="text" value="12/31/2026"/>
PROJECT NAME:	<input type="text"/>				
START DATE:	<input type="text"/>	END DATE:	<input type="text"/>	PAYMENT DATE:	<input type="text"/>
				INSURANCE REQUIRED:	<input type="text" value="NO"/>
CIP PROJECT NAME:	<input type="text"/>		CIP PROJECT NAME: <input type="text"/>		
STREET DISTRICT NAME (S):	<input type="text"/>		STREET DISTRICT NUMBER (S): <input type="text"/>		
ACCOUNTING DISTRUBUTION CODE:	<input type="text" value="Farm"/>	ACCOUNT NUMBER:	<input type="text" value="6525"/>		

RECOMMENDATION:

Approve the Sixteenth Extension to the Contract with Justin Thoms for Custom Farming approximately 36 acres at 36th and Capehart Road in an amount not to exceed \$10,600.00 and the Sixteenth Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres near the Bellevue Sports Complex in an amount not to exceed \$33,500.00 and waive Council Policy 4 requiring solicitation of bids and goods and services costing more than \$30,000.

ATTACHMENTS:

- |   |   |   |
|---|---|---|
| 1. <input type="text" value="Sixteenth Extension-Capehart 36 Acres"/>         | 2. <input type="text" value="Attachment A Bid for Capehart Farm-36 Acres"/> | 3. <input type="text" value="Sixteenth Extension-Cunningham 62 Acres"/> |
| 4. <input type="text" value="Attachment B Bid for Cunningham Farm-62 Acres"/> | 5. <input type="text"/>   | 6. <input type="text"/>   |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*Signature of City Administrator*  
*Signature of Finance Director*  
*Signature of City Manager*

**Sixteenth Extension to the Contract**

This Custom Farming Contract for the Capehart Farm property located at 36<sup>th</sup> and Capehart Road, Bellevue, Nebraska, originally dated April 8, 2009, and extended on February 12, 2010, and further extended on February 14, 2011, January 23, 2012, on November 26, 2012, on February 10, 2014, on March 9, 2015, on March 14, 2016, on March 13, 2017, on March 26, 2018, on March 11, 2019, on January 21, 2020, on December 1, 2020, on February 15, 2022, on February 21, 2023, on January 16, 2024, and on February 4, 2025, shall be further extended from January 1, 2026 to December 31, 2026, at the rates and charges specified on the attached Attachment "A", which is hereby made a part of this contract.

Dated this 3<sup>rd</sup> day of February, 2026.

CITY OF BELLEVUE, Nebraska

ATTEST:

By: \_\_\_\_\_  
Mayor, Rusty Hike

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

CUSTOM OPERATOR

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
(if corporation, partnership or LLC)

**Sixteenth Extension to the Contract**

This Custom Farming Contract for the 62 acre parcel located at the Bellevue Sports Complex (AKA Cunningham Farm, west and south of Harlan Lewis Rd and Cunningham Rd), Bellevue, Nebraska, originally dated February 12, 2010, and extended on February 14, 2011, and further extended on January 23, 2012, November 26, 2012, on February 10, 2014, on March 9, 2015, on March 14, 2016, on February 13, 2017, on March 26, 2018, on March 11, 2019, on January 21, 2020, on December 1, 2020 on February 15, 2022, on February 21, 2023, on January 16, 2024, and on February 4, 2025, shall be further extended from January 1, 2026 to December 31, 2026, at the rates and charges specified on the attached Attachment "B", which is hereby made a part of this contract.

Dated this 3<sup>rd</sup> day of February, 2026.

CITY OF BELLEVUE, Nebraska

ATTEST:

By: \_\_\_\_\_  
Mayor, Rusty Hike

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

CUSTOM OPERATOR

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
(if corporation, partnership or LLC)

### Attachment "A"

The bids below are given with the rough estimate of 36 acres of Soybean for the Caphart farm. 01/26/2026

36 acres

Operation	Unit	Rate	Total Billed	Notes
Spring/Fall field prep/maintenance; Push back and trim fallen trees Repairing water erosion Field cultivating rough areas	Hr	\$100.00	\$200	This is the amount not to exceed
Fertilizer & application. (\$0 +\$25 app)	Acre	\$0.00	\$0.00	None needed for soybeans
Soybean Planting – (\$52 seed+\$20 app)	Acre	\$72.00	\$2,592.00	Enlist soybean
Pre-emerge herbicide (\$49.50 + \$10.00 app)	Acre	\$59.50	\$2,142.00	
Post herbicide (\$45.50 + \$10.00 app)	Acre	\$55.50	\$1,998.00	
Combine crops	Acre	\$45	\$1,620.00	
Hauling to local elevators (estimated 150bu/acre for corn, 50bu/acre for soybeans)	Bu	\$0.25	\$450.00	
Mowing of waterways and the 9 acres along 40 <sup>th</sup> street once in the summer.	Hr	\$100	\$600	
		<b>Estimated TOTAL:</b>	<b>\$9,602.00</b>	

\$244.50 Per/acre cost

Any additional spraying for Aphids, Rust, etc will be the cost of the chemical plus \$10.00 application

**Attachment "B"**

The bids below are given with the rough estimate of 62 acres of Corn located at the Bellevue Sports Complex. 01/26/2026

62 acres

Operation	Unit	Rate	Total Billed	Notes
Spring/Fall field prep/maintenance; Push back and trim fallen trees Repairing water erosion Field cultivating rough areas	Hr	\$100.00	\$0	None needed at this farm
Fertilizer & application. (\$160 +\$28 app)	Acre	\$188.00	\$11,656.00	150 lbs nitrogen, 135 lbs phosphorus, 10 lb sulfur, 5 lbs zinc
Corn Seed – (\$95 seed+\$20 app)	Acre	\$115.00	\$7,130.00	
Pre-emerge herbicide application (\$51.00 + \$10.00 app)	Acre	\$61.00	\$3,782.00	
Post spraying (\$34.00 + \$10.00 app)	Acre	\$44.00	\$2,728.00	
Combine crops	Acre	\$45	\$2,790.00	
Hauling to local elevators (estimated 150bu/acre for corn, 50bu/acre for soybeans)	Bu	\$0.25	\$2,325.00	
Mowing of waterways	Hr	\$100	\$0	None at this farm
		<b>Estimated TOTAL:</b>	<b>\$30,411.00</b>	

\$490.50 Per/acre cost

Any additional spraying for Aphids, Rust, etc will be the cost of the chemical plus \$10.00 application

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/03/2026		SUBMITTED BY: David Goedeken - Public Words 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:

Twin Ridge 2 Park - New Playground & Shelter

SYNOPSIS/BACKGROUND:

Playground & Shelter Improvements

FISCAL IMPACT: \$145,688.65      BUDGETED FUNDS?: YES      GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES      COUNTER-PARTY: BCI BURKE COMPANY      INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:      CONTRACT TERM:      CONTRACT END DATE:

PROJECT NAME: PK 26(4) New Playground and Shelter - Twin Ridge 2 Park

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

CIP PROJECT NAME:      CIP PROJECT NUMBER: CIPPK26(04)

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

ACCOUNTING DISTRIBUTION CODE:      ACCOUNT NUMBER: 10-11-7040

RECOMMENDATION:

Authorize the Mayor and City Council to approve the Purchase of Twin Ridge 2 Park Playground & Shelter.

ATTACHMENTS:

- Quote
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Simon Parkhill*  
*David Goedeken*  
*David Goedeken*



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City of Bellevue  
Parks Department  
8201 South 42<sup>nd</sup> St. • Bellevue, Nebraska • 68147 • 402-293-3122

## MEMO

**TO:** Dave Goedeken  
Public Works Director

**FROM:** Jim Shada

**SUBJECT:** Twin Ridge 2 Park  
**DATE:** January 23, 2026

Twin Ridge 2 Park Playground and Shelter is a Sourcewell Quote by Creative Sites. The Playground will be a standard playground; it will provide fun for all age groups. Additional funding possibilities are being looked into. However, this project is budgeted at \$145,688.65 for our 2026 Capital Improvement Projects PK 26 (4).

# QUOTATION



## Creative Sites, LLC

11506 Pierce Street  
Omaha, NE 68144  
402-614-4606

Date: January 23rd, 2026

Customer: City of Bellevue #1276  
Attn: Jim Shada  
8201 S 42nd St.  
Bellevue, NE 68147

Project: Playground Improvements  
Twin Ridge II Proposal #:905-212029-1

**BCI Burke Company 010521-BUR**

Playground Equipment	\$69,527.00
Less Sourcewell 15% Discount	(\$10,429.05)
Less BCI Burke Courtesy Discount	(\$5,222.00)
20'x40' Steelworx Gable Shelter	\$29,450.00
Add for Nebraska Engineering	\$850.00
1 ea. ADA Picnic Table 580-0226	\$1,504.50
5 ea. 8' Picnic Tables 580-1013	\$8,024.00
2 ea. 6' SM Benches 580-0190	\$1,404.20
Shelter Freight	\$2,525.00
Freight	\$4,255.00
Installation	<u>\$43,800.00</u>
Total	\$145,688.65

\*\*Delivery is 4-6 weeks ARO.

\*\*This quotation is good for 90 days.

\*\*Terms are net 30.

\*\*Sales tax is not included.

---

Julie Kutilek  
Creative Sites, LLC

---

Accepted by

2800 Janan Dr | Bellevue, NE 68005

January 6, 2026

Jim Shada  
City of Bellevue Parks  
8201 S 42nd St.  
Bellevue, NE 68147

Dear Jim Shada:

Creative Sites, LLC is delighted to provide City of Bellevue Parks with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Creative Sites, LLC is confident that this proposal will satisfy City of Bellevue Parks's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with City of Bellevue Parks. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

**Julie Kutilek**  
Sales Representative

Creative Sites, LLC  
11506 Pierce St  
Omaha, NE 68144  
[www.creativesitesllc.com](http://www.creativesitesllc.com)  
[www.bciburke.com](http://www.bciburke.com)

Phone: 402-614-4606  
Fax: 402-558-1998  
Email: [julie@creativesitesllc.com](mailto:julie@creativesitesllc.com)

*Mrs. Colver*



**COLOR KEY**

- SPANISH ACACIA
- ORANGE
- OLIVE
- BLACK
- TAN
- BROWN/TAN
- PLUM/BLACK



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/03/2026		SUBMITTED BY: David Goedeken - Public Words 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:

Willow Springs Park - New Playground & Shelter

SYNOPSIS/BACKGROUND:

Playground & Shelter Improvements

FISCAL IMPACT: \$241,686.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: BCI BURKE COMPANY INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: PK 26(5) New Playground and Shelter - Willow Springs Park

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

CIP PROJECT NAME: CIP PROJECT NUMBER: CIPPK26(05)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-11-7040

RECOMMENDATION:

Authorize the Mayor and City Council to approve the Purchase of Willow Springs Park Playground & Shelter.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

*Shirley Burdillon*

FINANCE APPROVAL AS TO FORM:

*Jason Beatty*

ADMINISTRATOR APPROVAL AS TO FORM:

*Jim [Signature]*



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City of Bellevue  
Parks Department  
8201 South 42<sup>nd</sup> St. • Bellevue, Nebraska • 68147 • 402-293-3122

## MEMO

TO: Dave Goedeken  
Public Works Director

FROM: Jim Shada

SUBJECT: Willow Springs Park  
DATE: January 23, 2026

Willow Springs Park Playground and Shelter is a Sourcewell Quote by Creative Sites. The Playground will be a standard playground; it will provide fun for all age groups. Additional funding possibilities are being looked into. However, this project is budgeted at \$241,686 for our 2026 Capital Improvement Projects PK 26 (5).

# QUOTATION



## Creative Sites, LLC

11506 Pierce Street  
Omaha, NE 68144  
402-614-4606

Date: January 23rd, 2026

Customer: City of Bellevue  
Attn: Jim Shada  
8201 S 42nd St.  
Bellevue, NE 68147

Project: Playground Improvements  
Willow Springs Proposal #:905-212028-1

**BCI Burke Company**

Playground Equipment	\$171,563.00
Less Sourcewell 15% Discount	(\$25,734.45)
Less BCI Burke Courtesy Discount	(\$12,955.00)
Steelworx Gable Shelter 20'X40'	\$29,450.00
Add for Nebraska Engineering	\$850.00
1 ea. ADA Picnic Table 580-0226	\$1,504.50
5 ea. 8' Picnic Tables 580-1013	\$8,024.00
2 ea. 6' SM Benches 580-0190	\$1,404.20
Shelter Freight	\$2,525.00
Equipment Freight	\$4,255.00
Installation	<u>\$60,800.00</u>
Total	\$241,686

\*\*Delivery is 4-6 weeks ARO.

\*\*This quotation is good for 90 days.

\*\*Terms are net 30.

\*\*Sales tax is not included.

---

Julie Kutilek  
Creative Sites, LLC

---

Accepted by



**COLOR KEY**

●	BLACK
●	BLUE
●	GREEN
●	ORANGE
●	GREY
●	WOOD
●	WOOD/BLACK
●	WOOD/BLUE
●	WOOD/BLACK

3D Designer: Christian



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 3, 2026		SUBMITTED BY: David Goedeken, PE - PW Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

240109 - CIP26 ST(04) M146(338B) Mission Ave Reconstruction & Streetscape - Acquisition of Temporary Easements

SYNOPSIS/BACKGROUND:

Midwest Right-of-Way has provided documentation for the requested acquisitions, easements and cost breakdown for the Mission Ave Reconstruction & Streetscape Project. This group of Acquisitions are for the following TRACTS: 6 and 7&8 in the amount of \$740.00. The complete documentation for each TRACT is available upon request.

FISCAL IMPACT: YES  BUDGETED FUNDS?: YES  GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 240109 - CIP26 ST(04) M146(338B) Mission Ave Reconstruction & Streetscape

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME: 240109 - CIP26 ST(04) M146(338B) Mission Ave Reconstruction & Streetscape

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

CIP PROJECT NAME: M146(338B) Mission Ave Reconstruction & Streetscape CIP PROJECT NUMBER: ST26(04)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

Recommend the City Council review and recommend the Mayor to approve the Acquisition of Temporary Easements for the Mission Ave Reconstruction & Streetscape for TRACTS: TRACTS: 6 and 7&8 in the amount of \$740.00.

ATTACHMENTS:

1. MWROW Cover Letter	2. Statement of Just Compensation	3. Temporary Easements
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 Bortolillo*  
*Joseph [Signature]*  
*[Signature]*



January 6, 2026

John Krager  
City of Bellevue  
1510 Wall Street  
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska  
Mission Avenue Improvements  
Project # M146 (388B)  
Tract #6

Dear Mr. Krager:

Enclosed is one (1) executed original copy of the Temporary Easement for Tract 6, Bellevue Little Theatre, Inc.. The authorized representative of the City of Bellevue will need to sign the Easement Agreement. The signed original is to be kept by the City of Bellevue and placed in the completed file. A copy of the original should be sent with payment to the property owner.

**Please send a copy of the original executed Temporary Easement Contract and a check in amount of \$310.00 made payable to:**

**Bellevue Little Theatre, Inc.  
Box 162  
Bellevue, Nebraska 68005**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to [kroegers@midwestrow.com](mailto:kroegers@midwestrow.com) to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Chris Wayne  
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska  
Project No.: M146 (388B)  
Tract No.: 6

STATEMENT OF JUST COMPENSATION

The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Bellevue Little Theatre, Inc.**, with this written statement of Just Compensation made to acquire the property.

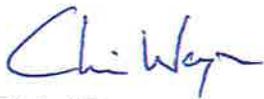
This offer will be made in the amount not less than the Waiver Valuation of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 219 SF x \$7.00/SF x 10% x 2 Years	\$	<u>310.00</u> ®
	\$	
<b>Total Amount Offered</b>	\$	<u>310.00</u>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the waiver valuation of the property.

This offer is being made on the 16<sup>th</sup> day of October, 2025, and the total amount of this offer is \$310.00.

Sincerely,



Chris Wayne  
Right of Way Agent

**TEMPORARY CONSTRUCTION EASEMENT**

PROJECT: City of Bellevue, Nebraska - Mission Avenue Improvements  
PROJECT # M146 (388B) TRACT: 6

**KNOW ALL MEN BY THESE PRESENTS:**

That **BELLEVUE LITTLE THEATRE, INC., a Nebraska Not-For-Profit Corporation**, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **THREE HUNDRED TEN and NO/100 DOLLARS, (\$310.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the **CITY of BELLEVUE, NEBRASKA**, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of grading and sidewalk reconstruction related to roadway improvements within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

**SEE ATTACHED TEMPORARY EASEMENT EXHIBIT**

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

***[SIGNATURE PAGE TO FOLLOW]***

EXECUTED by the Owner this 17 day of November, 2025.

CORPORATE ACKNOWLEDGMENT

OWNER: BELLEVUE LITTLE THEATRE, INC.

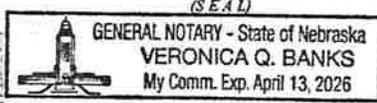
BY [Signature]

ATTEST [Signature]

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

Dated this 4 day of December, 2025, before me, a General Notary Public duly commissioned and qualified, came Jody Lovinez, President of Bellevue Little Theatre, Inc. the duly authorized representative(s) of BELLEVUE LITTLE THEATRE, INC., a Nebraska Not-For-Profit Corporation, who acknowledged that he, she or they held the position or title set forth in the instrument, that he, she or they signed the instrument on behalf of the corporation by proper authority and that the instrument was the act of the corporation and are to me known to be said duly authorized representative or representatives and the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.



[Signature]  
NOTARY PUBLIC

EXECUTED by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BUYER: CITY OF BELLEVUE, NEBRASKA

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

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a General Notary Public, duly commissioned and qualified, personally came \_\_\_\_\_

the authorized representative of the City of Bellevue, Nebraska, to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

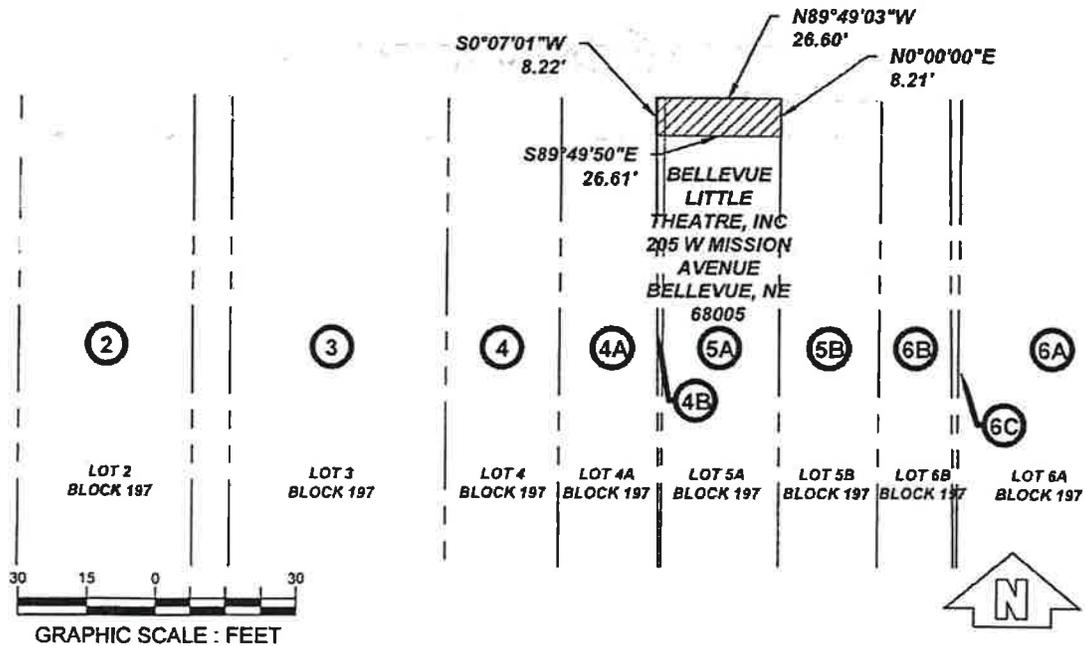
WITNESS my hand and Notarial Seal the day and year last above written.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

# EXHIBIT 1

**MISSION AVENUE**



## CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

**Owner(s):** Bellevue Little Theatre, INC

**Parcel Address:** 205 W Mission Avenue  
Bellevue, NE 68005



**TEMPORARY EASEMENT:** \_\_\_\_\_ **219** S.F.

**Project No.** M146 (388B)

**Project Name:** Mission Avenue Improvements

**Tract No.:**   6  

**Date Prepared:**   02/27/2025  

**Revision Date(s):**

Page 2 of 2

TRACT 6



January 6, 2026

John Krager  
City of Bellevue  
1510 Wall Street  
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska  
Mission Avenue Improvements  
Project # M146 (388B)  
Tract #7 & 8

Dear Mr. Krager:

Enclosed is one (1) executed original copy of the Temporary Easement for Tracts 7 & 8, Bellevue Little Theatre, Inc.. The authorized representative of the City of Bellevue will need to sign the Easement Agreement. The signed original is to be kept by the City of Bellevue and placed in the completed file. A copy of the original should be sent with payment to the property owner.

**Please send a copy of the original executed Temporary Easement Contract and a check in amount of \$430.00 made payable to:**

**Bellevue Little Theatre, Inc.  
Box 162  
Bellevue, Nebraska 68005**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to [kroegers@midwestrow.com](mailto:kroegers@midwestrow.com) to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Chris Wayne  
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska  
Project No.: M146 (388B)  
Tract No.: 7 & 8

**STATEMENT OF JUST COMPENSATION**

The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Bellevue Little Theatre, Inc.**, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the Waiver Valuation of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 307 SF (175 + 132) x \$7.00/SF x 10% x 2 Years	\$	<u>430.00</u> ®
	\$	<u>          </u>
<b>Total Amount Offered</b>	\$	<u>430.00</u>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the waiver valuation of the property.

This offer is being made on the 16<sup>th</sup> day of October, 2025, and the total amount of this offer is **\$430.00**.

Sincerely,  
  
Chris Wayne  
Right of Way Agent

**TEMPORARY CONSTRUCTION EASEMENT**

PROJECT: City of Bellevue, Nebraska - Mission Avenue Improvements  
PROJECT # M146 (388B) TRACT: 7 & 8

**KNOW ALL MEN BY THESE PRESENTS:**

That BELLEVUE LITTLE THEATRE, INC., a Nebraska Not-For-Profit Corporation, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of FOUR HUNDRED THIRTY and NO/100 DOLLARS, (\$430.00), duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the CITY of BELLEVUE, NEBRASKA, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of grading and sidewalk reconstruction related to roadway improvements within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

**SEE ATTACHED TEMPORARY EASEMENT EXHIBIT**

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

*[SIGNATURE PAGE TO FOLLOW]*

EXECUTED by the Owner this 17 day of November, 2025.

CORPORATE ACKNOWLEDGMENT

OWNER: BELLEVUE LITTLE THEATRE, INC.

BY [Signature]

[Signature] ATTEST

STATE OF NEBRASKA )
) SS
COUNTY OF SARPY )

Dated this 4 day of December, 2025, before me, a General Notary Public duly commissioned and qualified, came Tony Lovinez, President of Bellevue Little Theatre, Inc. the duly authorized representative(s) of BELLEVUE LITTLE THEATRE, INC., a Nebraska Not-For-Profit Corporation, who acknowledged that he, she or they held the position or title set forth in the instrument, that he, she or they signed the instrument on behalf of the corporation by proper authority and that the instrument was the act of the corporation and are to me known to be said duly authorized representative or representatives and the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written. (SEAL)



[Signature] NOTARY PUBLIC

EXECUTED by the City this \_\_\_ day of \_\_\_, 2025.

BUYER: CITY OF BELLEVUE, NEBRASKA

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

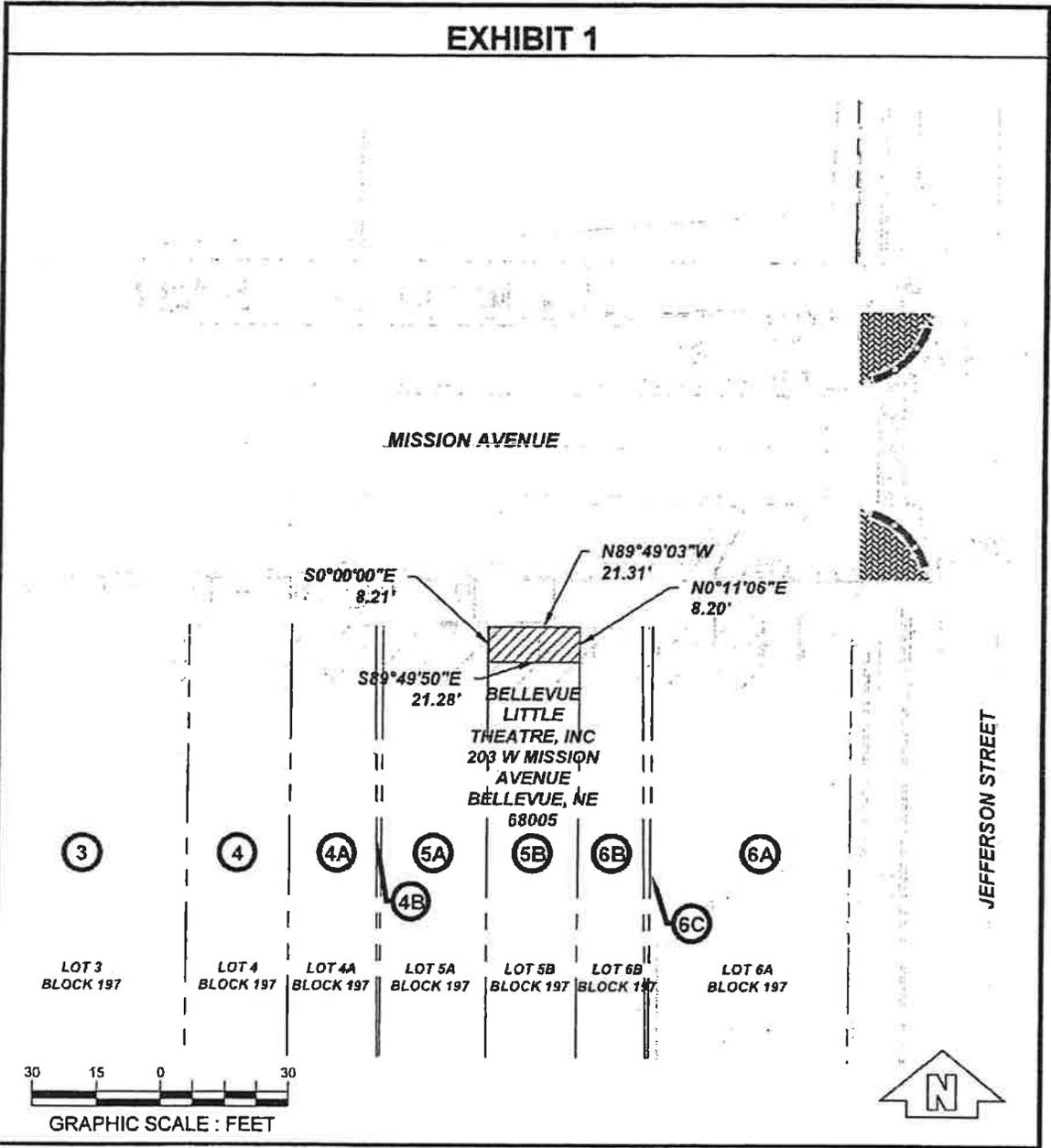
STATE OF NEBRASKA )
) SS
COUNTY OF SARPY )

Dated this \_\_\_ day of \_\_\_, 2025, before me, a General Notary Public, duly commissioned and qualified, personally came \_\_\_\_\_

the authorized representative of the City of Bellevue, Nebraska, to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

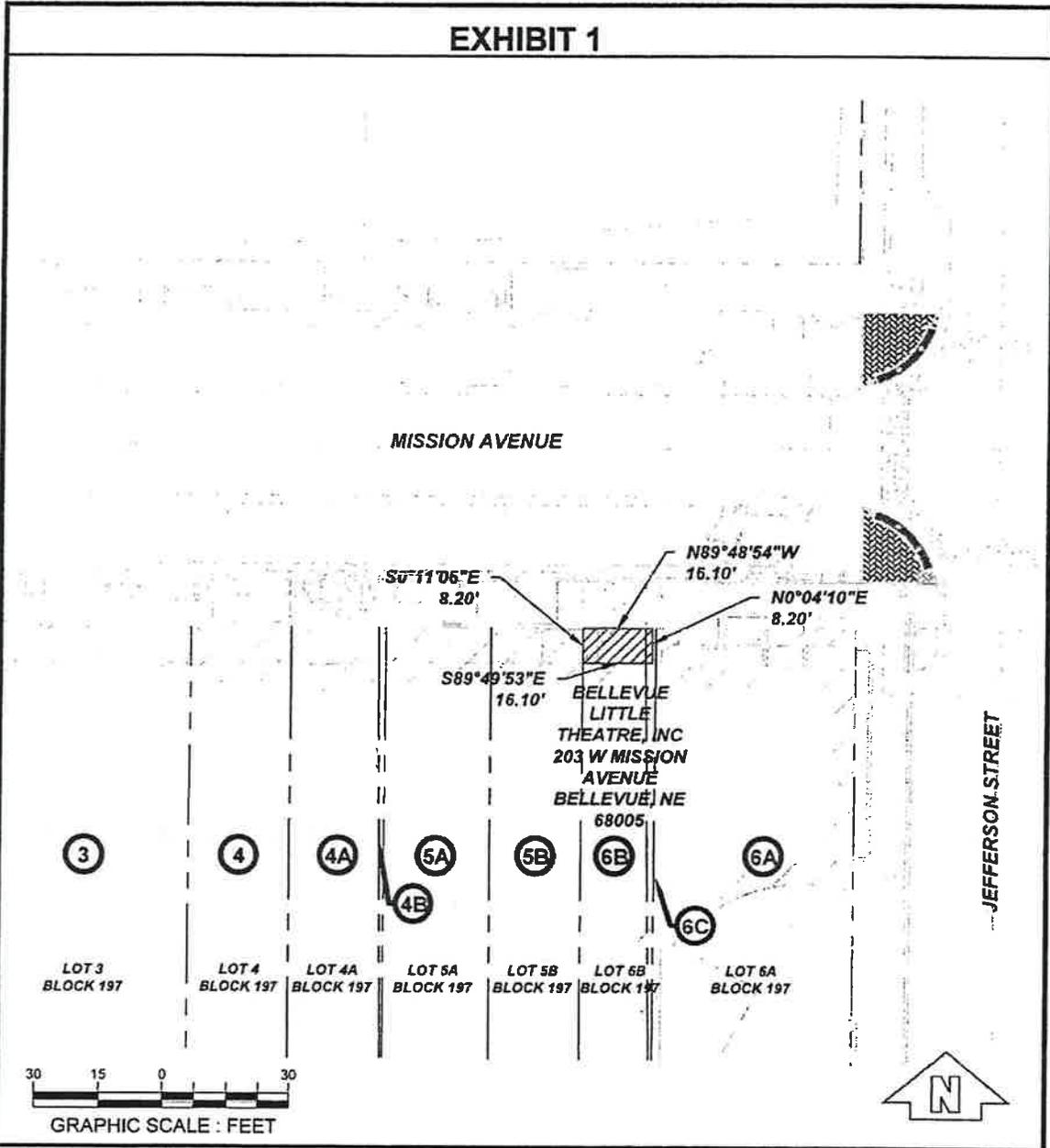
WITNESS my hand and Notarial Seal the day and year last above written. (SEAL)

\_\_\_\_\_  
NOTARY PUBLIC



<b>CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT</b>			
<b>Owner(s):</b> Bellevue Little Theatre, INC  <b>Parcel Address:</b> 203 W Mission Avenue Bellevue, NE 68005		<b>TEMPORARY EASEMENT:</b> _____ <b>175 S.F.</b>  <b>Project No.</b> M146 (388B)  <b>Project Name:</b> Mission Avenue Improvements	
<b>Tract No.:</b> <u>  7  </u>	<b>Date Prepared:</b> <u>  02/27/2025  </u>	<b>Revision Date(s):</b> _____	Page 2 of 2

# EXHIBIT 1



## CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): Bellevue Little Theatre, INC

Parcel Address: 203 W Mission Avenue  
Bellevue, NE 68005

Tract No.: 8

Date Prepared: 02/27/2025

Revision Date(s):

TEMPORARY EASEMENT: 132 S.F.

Project No. M146 (388B)

Project Name: Mission Avenue Improvements

Page 2 of 2

**TRACT 7&8**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 3, 2026		SUBMITTED BY: Dave 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:

**Closing of Project: 2025 CDBG Sidewalk Improvements (BPW#250103)**

SYNOPSIS/BACKGROUND:

On June 3, 2025 The Honorable Mayor and City Council approved the 2025 CDBG Sidewalk Improvements with an original estimated cost of \$231,198.65. The final cost of the project is \$221,234.10 at closing, which is an underrun of \$9,964.55.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve final payment application in the amount of \$33,152.82. Approve Final Change Order in the amount of -\$9,964.55 to account for the contract underrun. Approve project as substantially complete, and accept final project quantities.

ATTACHMENTS:

- |   |  |   |
|---|--|---|
| 1. <input type="text" value="Final progress estimate"/>   | 2. <input type="text" value="Final Change Order"/> | 3. <input type="text" value="Certificate of Substantial Completion"/> |
| 4. <input type="text" value="Certificate of Acceptance"/> | 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 Bortillon*  
\_\_\_\_\_  
*Dave Goedeken*  
\_\_\_\_\_  
*Janey L...*  
\_\_\_\_\_



We Influence The World!

City of Bellevue  
Public Works Administration  
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

Project Name: 2025 CDBG Sidewalk Improvements  
Project Location: Various Locations  
BPW Project No. BPW-250103  
Contractor: NL&L Concrete, Inc.  
Final Completion Date: November 15, 2025  
Bid Amount: \$231,198.65  
Total Completion Cost: \$221,234.10

### CERTIFICATE OF ACCEPTANCE

To: Mayor Rusty Hike  
Chairperson and Members of City Council  
City of Bellevue

We hereby certify that to the best of our knowledge, information and belief, the construction of the project generally known as 2025 CDBG Sidewalk Improvements has been completed so that it may be used for the purpose for which it was intended. This certification is based on our professional judgment made during periodic observation of the progress of construction. We recommend that the work be officially approved and accepted.

David Goedeken  
Public Works Director

BPW-250103 P2025-2415

Contractor's Application for Payment

Owner: City of Bellevue Public Works Owner's Project No.: BPW 250103  
 Engineer: Benesch Engineer's Project No.: 1225 - 300008  
 Contractor: NL&L Concrete, Inc Contractor's Project No.: \_\_\_\_\_  
 Project: 2025 CDBG Sidewalk Improvements  
 Contract: \_\_\_\_\_

Application No.: 4 - FINAL Application Date: 12/10/25  
 Application Period: From 9/21/25 to 11/22/25

1. Original Contract Price	\$	231,198.65
2. Net change by Change Orders	\$	(9,964.55)
3. Current Contract Price (Line 1 + Line 2)	\$	221,234.10
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	221,234.10
5. Retainage		
a. <u>0%</u> X \$ <u>221,234.10</u> Work Completed =	\$	0.00
b. _____ X \$ _____ Stored Materials =	\$	0.00
c. Total Retainage (Line 5.a + Line 5.b)	\$	0.00
6. Amount eligible to date (Line 4 - Line 5.c)	\$	221,234.10
7. Less previous payments (Line 6 from prior application)		188,081.28
8. Amount due this application	\$	33,152.82
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	0.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: *[Signature]*  
 Signature: *[Signature]* Date: 1-15-26

Recommended by Engineer

By: Mike Higgins Digitally signed by Mike Higgins  
Date: 2025.12.10 14:51:29-0700  
 Title: Consultant Project Manager  
 Date: 12/10/25

Approved by Owner

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved by Funding Agency

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



# City of Bellevue Public Works Department

## Detailed Payment

BPW-250103 - 2025 CDBG Sidewalk Improvements

<b>Description</b>	2025 CDBG Sidewalk Improvements
<b>Payment Number</b>	4
<b>Pay Period</b>	09/21/2025 to 11/22/2025
<b>Prime Contractor</b>	NL&L Concrete Inc. NE
<b>Payment Status</b>	Pending
<b>Awarded Project Amount</b>	\$231,198.65
<b>Authorized Amount</b>	\$221,234.10
<b>Adjustment Remarks</b>	This adjustment negates the adjustment made on estimate 3 to remove liquidated damages. See estimate 3 for additional details.

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
<b>Section: 1 - Description</b>										
0001	102.0	LS	\$10,000.000	1.000	0.100	0.900	1.000	1.000	\$1,000.00	\$10,000.00
CLEARING AND GRUBBING - GENERAL										
0002	105.14	SF	\$3.000	975.000	0.000	975.000	975.000	975.000	\$0.00	\$2,925.00
REMOVE SIDEWALK										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0003	501.4	EA	\$200.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ADJUST UTILITY VALVE TO GRADE										
0004	503.0	SF	\$6.950	4,692.000	0.000	4,692.000	4,692.000	4,692.000	\$0.00	\$32,609.40
CONSTRUCT 4-INCH PCC SIDEWALK										
0005	503.002	SF	\$7.200	15,953.500	1,244.000	14,709.500	15,953.500	15,953.500	\$8,956.80	\$114,865.20
CONSTRUCT 6-INCH PCC SIDEWALK										
0006	503.1	SF	\$45.000	33.500	19.000	14.500	33.500	33.500	\$855.00	\$1,507.50
CONSTRUCT SIDEWALK CURB WALL										
0007	503.202	SF	\$13.000	232.000	196.000	36.000	232.000	232.000	\$2,548.00	\$3,016.00
CONSTRUCT 6-INCH IMPRINTED PCC SURFACE										
0008	504.0	SF	\$25.000	661.000	194.000	467.000	661.000	661.000	\$4,850.00	\$16,525.00
CONSTRUCT PCC CURB RAMP										
0009	504.1	SF	\$0.000	120.000	32.000	88.000	120.000	120.000	\$0.00	\$0.00
CONSTRUCT DETECTABLE WARNING PANEL (SUBSIDIARY)										
0010	605.0	SF	\$65.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT SEGMENTAL RETAINING WALL										
0011	702.915	EA	\$300.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$600.00
ADJUST MANHOLE TO GRADE										
0012	802.002	SY	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL SEEDING (SUBSIDIARY)										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0013	802.002A	SY	\$6.000	150.000	150.000	0.000	150.000	150.000	\$900.00	\$900.00
INSTALL SEEDING (AUTHORIZED)										
0014	802.7	SY	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL SODDING (SUBSIDIARY)										
0015	802.700A	SY	\$9.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL SODDING (AUTHORIZED)										
0016	906.21	LS	\$8,600.000	1.000	0.100	0.900	1.000	1.000	\$860.00	\$8,600.00
PROVIDE TEMPORARY TRAFFIC CONTROL										
0017	1002.054	SY	\$102.000	87.000	11.000	76.000	87.000	87.000	\$1,122.00	\$8,874.00
REPAIR PAVEMENT (TYPE OPW 4000)										
0018	1002.1	LF	\$50.000	343.000	60.000	283.000	343.000	343.000	\$3,000.00	\$17,150.00
REPAIR CURB AND GUTTER										
0019	1102.0	EA	\$20.000	30.000	30.000	0.000	30.000	30.000	\$600.00	\$600.00
REMOVE AND INSTALL NEW SPRINKLER SYSTEM HEAD										
0020	1109.0	LS	\$5,000.000	1.000	0.100	0.900	1.000	1.000	\$500.00	\$5,000.00
MOBILIZATION/DEMobilIZATION										
0030	BPW 250103 - 1	LS	-\$1,938.000	1.000	1.000	0.000	1.000	1.000	-\$1,938.00	-\$1,938.00
CONCRETE STRENGTH PAY FACTOR DEDUCTION										
<b>Section Totals:</b>									\$23,253.80	\$221,234.10
<b>Total Payments:</b>									\$23,253.80	\$221,234.10

Detailed Payment:

BPW-250103 - 2025 CDBG Sidewalk Improvements

12/10/2025

Page 3 of 4

## Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Completion of Remaining Work	09/19/2025	11/15/2025	N/A	-\$500.00	N/A	0.0 Days	\$0.00
Substantial Completion	08/29/2025	09/24/2025	N/A	-\$11,000.00	N/A	0.0 Days	\$0.00
<b>Total Damages:</b>							<b>\$0.00</b>

## Summary

<b>Current Approved Work:</b>	\$23,253.80	<b>Approved Work To Date:</b>	\$221,234.10
<b>Current Stockpile Advancement:</b>	\$0.00	<b>Stockpile Advancement To Date:</b>	\$0.00
<b>Current Stockpile Recovery:</b>	\$0.00	<b>Stockpile Recovery To Date:</b>	\$0.00
<b>Current Retainage:</b>	-\$9,899.02	<b>Retainage To Date:</b>	\$0.00
<b>Current Retainage Released:</b>	\$0.00	<b>Retainage Released To Date:</b>	\$0.00
<b>Current Liquidated Damages:</b>	-\$11,500.00	<b>Liquidated Damages To Date:</b>	\$0.00
<b>Current Adjustment:</b>	-\$11,500.00	<b>Adjustments To Date:</b>	\$0.00
<b>Current Payment:</b>	\$33,152.82	<b>Payments To Date:</b>	\$221,234.10
<b>Previous Payment:</b>	\$44,380.48	<b>Previous Payments To Date:</b>	\$188,081.28

**CHANGE ORDER NO.: 1 - Final**

Owner: City of Bellevue  
 Engineer: City of Bellevue  
 Contractor: Navarro Lawn and Landscape  
 Project: 2025 CDBG Sidewalk Improvements  
 Contract Name: 2025 CDBG Sidewalk Improvements  
 Date Issued: 12/10/2025

Owner's Project No.: BPW-250103  
 Engineer's Project No.: BPW-250103  
 Contractor's Project No.:  
 Effective Date of Change Order: 12/10/2025

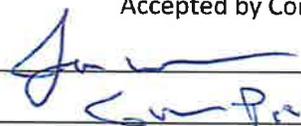
The Contract is modified as follows upon execution of this Change Order:

**The City of Bellevue decided to adjust the completion date for the project due to the delay caused by coordinating work with another project at the intersection of Harvell and Chateau that did not allow NLL to finish the work on this project within the original completion date. 26 days will be added to the Substantial Completion Date and 57 days will be added to the Final Completion Date. In addition, this change order will balance items that under or over ran the contract quantity. Finally, this change order will apply concrete strength pay factor deductions for 28-day breaks that did not meet specifications for concrete poured on 9/15/25.**

Attachments: Appia change order backup

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>231,198.65</u>	Original Contract Times: Substantial Completion: <u>8/29/2025</u> Ready for final payment: <u>9/19/2025</u>
Increase from previously approved Change Orders: \$ <u>-</u>	Increase from previously approved Change Orders: Substantial Completion: <u>-</u> Ready for final payment: <u>-</u>
Contract Price prior to this Change Order: \$ <u>231,198.65</u>	Contract Times prior to this Change Order: Substantial Completion: <u>8/29/2025</u> Ready for final payment: <u>9/19/2025</u>
Decrease this Change Order: \$ <u>(9,964.55)</u>	Increase this Change Order: Substantial Completion: <u>26 days</u> Ready for final payment: <u>57 days</u>
Contract Price incorporating this Change Order: \$ <u>221,234.10</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>9/24/2025</u> Ready for final payment: <u>11/15/2025</u>

Recommended by Engineer (if required)  
 By: Mike Higgins  
 Title: Consultant Project Manager  
 Date: 12/10/2025

Accepted by Contractor  
  
Contract President  
1-15-26

Authorized by Owner  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

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



# City of Bellevue Public Works Department

## Change Order Details

BPW-250103 - 2025 CDBG Sidewalk Improvements

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<b>Description</b>	2025 CDBG Sidewalk Improvements
<b>Prime Contractor</b>	NL&L Concrete Inc. NE
<b>Change Order</b>	1
<b>Status</b>	Approved
<b>Date Created</b>	10/13/2025
<b>Type</b>	Time Extension
<b>Summary</b>	Contract Time Extension
<b>Change Order Description</b>	<p>The City of Bellevue decided to adjust the completion date for the project due to the delay caused by coordinating work with another project at the intersection of Harvell and Chateau that did not allow NLL to finish the work on this project within the original completion date. 26 days will be added to the Substantial Completion Date and 57 days will be added to the Final Completion Date.</p> <p>In addition, this change order will balance items that over or under ran the contract quantity.</p>
<b>Awarded Project Amount</b>	\$231,198.65
<b>Authorized Project Amount</b>	\$231,198.65
<b>Change Order Amount</b>	-\$9,964.55
<b>Revised Project Amount</b>	\$221,234.10

**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - Description</b>									
0002	105.14	SF	\$3.000	1,537.000	\$4,611.00	-562.000	-\$1,686.00	975.000	\$2,925.00
REMOVE SIDEWALK									
0003	501.4	EA	\$200.000	2.000	\$400.00	-2.000	-\$400.00	0.000	\$0.00
ADJUST UTILITY VALVE TO GRADE									
0004	503.0	SF	\$6.950	5,403.000	\$37,550.85	-711.000	-\$4,941.45	4,692.000	\$32,609.40
CONSTRUCT 4-INCH PCC SIDEWALK									
0005	503.002	SF	\$7.200	16,164.000	\$116,380.80	-210.500	-\$1,515.60	15,953.500	\$114,865.20
CONSTRUCT 6-INCH PCC SIDEWALK									
0006	503.1	SF	\$45.000	30.000	\$1,350.00	3.500	\$157.50	33.500	\$1,507.50
CONSTRUCT SIDEWALK CURB WALL									
0007	503.202	SF	\$13.000	1,052.000	\$13,676.00	-820.000	-\$10,660.00	232.000	\$3,016.00
CONSTRUCT 6-INCH IMPRINTED PCC SURFACE									
0008	504.0	SF	\$25.000	538.000	\$13,450.00	123.000	\$3,075.00	661.000	\$16,525.00
CONSTRUCT PCC CURB RAMP									
0009	504.1	SF	\$0.000	168.000	\$0.00	-48.000	\$0.00	120.000	\$0.00
CONSTRUCT DETECTABLE WARNING PANEL (SUBSIDIARY)									
0010	605.0	SF	\$65.000	40.000	\$2,600.00	-40.000	-\$2,600.00	0.000	\$0.00
CONSTRUCT SEGMENTAL RETAINING WALL									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0012	802.002	SY	\$0.000	2,000.000	\$0.00	-2,000.000	\$0.00	0.000	\$0.00
INSTALL SEEDING (SUBSIDIARY)									
0013	802.002A	SY	\$6.000	100.000	\$600.00	50.000	\$300.00	150.000	\$900.00
INSTALL SEEDING (AUTHORIZED)									
0014	802.7	SY	\$0.000	50.000	\$0.00	-50.000	\$0.00	0.000	\$0.00
INSTALL SODDING (SUBSIDIARY)									
0015	802.700A	SY	\$9.000	20.000	\$180.00	-20.000	-\$180.00	0.000	\$0.00
INSTALL SODDING (AUTHORIZED)									
0017	1002.054	SY	\$102.000	60.000	\$6,120.00	27.000	\$2,754.00	87.000	\$8,874.00
REPAIR PAVEMENT (TYPE OPW 4000)									
0018	1002.1	LF	\$50.000	200.000	\$10,000.00	143.000	\$7,150.00	343.000	\$17,150.00
REPAIR CURB AND GUTTER									
0019	1102.0	EA	\$20.000	4.000	\$80.00	26.000	\$520.00	30.000	\$600.00
REMOVE AND INSTALL NEW SPRINKLER SYSTEM HEAD									
16 items			Totals		\$206,998.65		-\$8,026.55		\$198,972.10

### New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
<b>Section: 1 - Description</b>					
0030	BPW 250103 - 1	LS	1.000	-\$1,938.000	-\$1,938.00

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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CONCRETE STRENGTH PAY FACTOR DEDUCTION

**Reason:** 28-day breaks for concrete poured on 9/15 were below specification. 50% pay deduction applied.  $38SY \times \$102/SY = \$3876 \times 0.5 = \$1938$

1 item Total: -\$1,938.00

**Time Limit Changes**

Type	Original Deadline	Current Deadline	Authorized Extension	Authorized Deadline
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Completion Date	09/19/2025	09/19/2025	57.0 Days	11/15/2025
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Completion of Remaining Work

Completion Date	08/29/2025	08/29/2025	26.0 Days	09/24/2025
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Substantial Completion

2 time limits

# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Bellevue  
Engineer: Benesch  
Contractor: Navarro Lawn and Landscape  
Project: 2025 CDBG Sidewalk Improvements  
Contract Name: 2025 CDBG Sidewalk Improvements

Owner's Project No.: BPW-250103  
Engineer's Project No.: 1225-300008.00  
Contractor's Project No.:

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

Date of Substantial Completion: **11/15/2025**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

Amendments to Contractor's Responsibilities:  None  As follows:

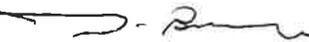
The following documents are attached to and made a part of this Certificate: **N/A**

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): **Mike Higgins**   
Name (printed): Mike Higgins  
Title: Consultant Project Manager

Contractor

By (signature):   
Name (printed): **Joel Barclay**  
Title: **T.M.**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 3, 2026		SUBMITTED BY: David Goedeken, PE - 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:

CIPWW26(01) - BPW 181013 Quail Creek Lift Station and Force Main

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department received 3 - bids for the Quail Creek Lift Station and Force Main on January 15, 2026 ranging from \$1,609,860.40 to 2,170,218.00. After review of the bids received, the low, responsive, and responsible bidder is Heimes Corporation with the Total Base Bid plus Alternate No. 1 in the Total Amount of \$1,609,860.40. The Engineers Opinion of Probable Construction Costs is \$1,672,821.15. Therefore, we request the City Council approve and authorize the Mayor to execute the Agreement with Heimes Corp.

FISCAL IMPACT?:  YES  BUDGETED FUNDS?:  YES  GRANT/MATCHING FUNDS?:  NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  YES  COUNTER-PARTY: Heimes Corp INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: CIP25-WW25(2) and BPW 230307 Bluff Street Lift Station Replacement

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME: CIPWW26(01) - BPW 181013 Quail Creek Lift Station and Force Main

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

CIP PROJECT NAME: Quail Creek Lift Station and Force Main CIP PROJECT NUMBER: WW26(01)

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER: 7000

RECOMMENDATION:

City Council to approve and authorize the Mayor to execute the agreement between the City of Bellevue and Heimes Corp. in the amount of \$1,609,860.40

ATTACHMENTS:

1. Letter of Engineer's Recommendation	2. Bid Tab	3. Agreement
4. <input type="checkbox"/>	5. <input type="checkbox"/>	6. <input type="checkbox"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Simon Bontailan*  
*David Goedeken*  
*David Goedeken*

# NOTICE OF AWARD

Date of Issuance:

Owner: City of Bellevue, Nebraska Owner's Project No.: BPW-181013  
Engineer: HDR Engineering Inc. Engineer's Project No.: 10139380  
Project: Quail Creek Lift station and Force Main  
Contractor: Heimes Corp.  
Contractors's Address: 9144 South 147<sup>th</sup> Street, Omaha, NE 68138

You are notified that Owner has accepted your Bid dated [date] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Construction of a new lift station and approximately 730 LF of 8 IN force main, construction of approximately 55 LF of 8 IN sanitary sewer, construction of two sanitary sewer manholes, and abandonment of existing lift station including all associated work necessary to complete the work.

The Contract Price to include the Total Base Bid plus Alternate No. 1 of the awarded Contract is \$1,609,860.40. The 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.

Two (2) unexecuted copies of the Agreement accompany this Notice of Award.

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 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.

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 the General Conditions.

Owner: City of Bellevue, Nebraska

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

Name (printed): Rusty Hike \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Copy: Public Works Director  
Mgr of Engineering Services



January 22, 2026

Mr. David Goedeken  
Public Works Director  
1510 Wall Street  
Bellevue, NE 68005

Subject: Bellevue Quail Creek Lift Station and Force Main  
Bellevue, NE  
HDR Project No. 10139380  
Bid Recommendation

Dear Mr. Goedeken,,

Bids for the construction of the Bellevue Quail Creek Lift Station and Force Main were received on January 15, 2026. The bid included a base bid and a bid alternate. A total of three bids were received. A copy of the bid tabulation is attached.

Bids were received from Becker Trenching & Water Inc., Heimes Corp., and Judds Bros. Construction Co. The base bids were in the amounts of \$1,852,519.34, \$1,597,364.00, and \$2,175,083.00 respectively with Heimes Corp. having the low base bid of \$1,597,364.00. The Engineer's Opinion of Probable Construction Cost for the base bid was \$1,627,331.00.

The base bid plus bid alternate 1 amounts are \$1,849,038.38, \$1,609,860.40 and \$2,170,218.00 respectively. The Engineer's Opinion of Probable Construction Cost for the base bid plus bid alternate 1 was \$1,672,821.15. The additional cost of bid alternate 1 for the low bidder is \$12,496.40 which is 0.8% of the base bid.

We recommend award of the contract to Heimes Corp. for the base bid plus alternate 1 in the amount of \$1,609,860.40. Including the bid alternate to install a portion of the force main by horizontal directional drilling to reduce the impact to local residents results in a price increase of less than 1% and adds value to the project. Heimes Corp. has worked on projects in the area previously and is familiar with this type of work.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,  
HDR ENGINEERING INC.

[hdrinc.com](http://hdrinc.com)

1248 O Street, Suite 716, Lincoln, NE 68508-1424  
(402) 742-2900

**Brent Peterson, P.E.**  
*Project Engineer*



Quail Creek Lift Station and Force Main

Bid Tabulation

1/15/2026

Bidder	AD1	AD2	Base Bid	Total Base Bid Plus Alternate No. 1
Judds Bros	Y	Y	\$ 2,175,083.00	\$ 2,170,218.00
Heimes	y	y	\$ 1,597,364.00	\$ 1,609,860.40
Becker Trenching	y	y	\$ 1,852,519.34	\$ 1,849,038.38
Engineer's OPCC			\$ 1,627,331.10	\$ 1,672,821.15

# AGREEMENT

BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Bellevue Department of Public Works (“Owner”) and Heimes Corp. (“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: Construction of a new lift station and approximately 730 LF of 8 IN force main, construction of approximately 55 LF of 8 IN sanitary sewer, construction of two sanitary sewer manholes, and abandonment of existing lift station including all associated work necessary to complete the work. The Work includes Bid Alternate No. 1.

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Quail Creek Lift Station and Force Main.

## ARTICLE 3—ENGINEER

3.01 The Owner has retained HDR (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by HDR.

## 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.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within 365 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 395 days after the date when the Contract Times commence to run.

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 \$1200.00 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 \$1200.00 for each day that expires after such time until the Work is completed and ready for final payment.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- 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.

#### 4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for fines and penalties (if any) imposed on Owner as a direct result of Contractor's failure to attain Substantial Completion according to the Contract Times, (2) for fines and penalties (if any) imposed on Owner by an authority having jurisdiction for actions or inaction of Contractor arising from Contractor's performance of the Work (regardless of whether such event was connected with any delay in compliance with the Contract Times), and (3) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

4.07 Owner reserves the right to withhold from payments due Contractor under the Contract amounts for liquidated damages (if any), special damages (if any), and performance damages (if any) in accordance with the Contract.

## **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:

D. 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 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. 90 percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, 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 200 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.

## ARTICLE 7—CONTRACT DOCUMENTS

### 7.01 Contents

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds (to be provided by Contractor with executed Agreement):
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. Standard General Conditions of the Construction Contract (not attached but incorporated by reference) as listed in the table of contents of the project manual.
  4. Supplementary Conditions (not attached but incorporated by reference) as listed in the table of contents of the project manual.
  5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  6. Drawings (not attached but incorporated by reference) consisting of 16 sheets with each sheet bearing the following general title: Quail Creek Lift Station and Force Main.
  7. Addenda (numbers 1 Issued Dec. 30, 2025 to No. 2 Issued Jan. 6, 2026, inclusive) (not attached but incorporated by reference).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. Equipment Assessment Certification – Exhibit “A”.
    - b. City of Bellevue’s Affirmative Action Equal 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.
    - b. Contractor’s Bid (pages\_\_1\_\_ to \_\_10\_\_, inclusive).
  9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Application for Payment
    - c. Certificate of Substantial Completion.
    - d. Work Change Directives.
    - e. Change Orders.

- f. Field Orders.
  - g. Waiver of Liens
  - h. 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.
  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.

#### 8.04 *Contractor's Insurance*

- A. Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the City:
  - Commercial General Liability – \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as and Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
  - Commercial Auto Liability – \$500,000 combined single limit.

- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builder’s Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City’s and all subcontractors interests in property and project.

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

This Agreement will be effective on Date executed by Owner (which is the Effective Date of the Contract).

<p>City of Bellevue, NE <i>(typed or printed name of organization)</i></p> <p>By: _____ <i>(individual's signature)</i></p> <p>Date: _____ <i>(date signed)</i></p> <p>Name: _____ <i>(typed or printed)</i></p> <p>Title: _____ <i>(typed or printed)</i></p> <p>Attest: _____ <i>(individual's signature)</i></p> <p>Title: _____ <i>(typed or printed)</i></p> <p>Address for giving notices: 1510 Wall Street Bellevue, NE 68005</p> <p>Designated Representative: Name: Epiphany Ramos <i>(typed or printed)</i></p> <p>Title: Wastewater and Solid Waste <i>(typed or printed)</i></p> <p>Address: 8902 Cedar Island Road Bellevue, NE 68147</p> <p>Phone: _____</p> <p>Email: _____</p> <p><i>(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)</i></p>	<p>Contractor:</p> <p>Heimes Corp. <i>(typed or printed name of organization)</i></p> <p>By: _____ <i>(individual's signature)</i></p> <p>Date: _____ <i>(date signed)</i></p> <p>Name: _____ <i>(typed or printed)</i></p> <p>Title: _____ <i>(typed or printed)</i></p> <p><i>(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)</i></p> <p>Attest: _____ <i>(individual's signature)</i></p> <p>Title: _____ <i>(typed or printed)</i></p> <p>Address for giving notices: 9144 S 147<sup>th</sup> Street Omaha, NE 68138</p> <p>Designated Representative: Name: _____ <i>(typed or printed)</i></p> <p>Title: _____ <i>(typed or printed)</i></p> <p>Address: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>License No.: _____ <i>(where applicable)</i></p> <p>State: _____</p>
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**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-** \_\_\_\_\_, 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.

# BID FORM

## FOR CONSTRUCTION CONTRACT

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

### ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: City of Bellevue Public Works Department at 1510 Wall Street, Bellevue, NE 68005
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. 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; and
  - E. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgments.

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

3.01 *Unit Price Bids*

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	MOBILIZATION, PERMITS, BONDS AND INSURANCE (5%)	LS	1	\$ 76,202.00	\$ 76,202.00
2	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	1	\$ 6,100.00	\$ 6,100.00
3	CONSTRUCT LIFT STATION	LS	1	\$ 1,024,416.00	\$ 1,024,416.00
4	DEMO LIFT STATION ELECTRICAL EQUIPMENT AND PUMPS	LS	1	\$ 7,830.00	\$ 7,830.00
5	ABANDON EXISTING WET WELL	LS	1	\$ 10,780.00	\$ 10,780.00

6	DEWATERING	LS	1	\$ 196,155.00	\$ 196,155.00
7	INSTALL SILT FENCE	LF	620	\$ 5.50	\$ 3,410.00
8	INSTALL SEEDING - TYPE B	AC	0.3	\$ 8,460.00	\$ 2,538.00
9	SAW CUT - FULL DEPTH	LF	696	\$ 7.00	\$ 4,872.00
10	ABANDON 12" OR SMALLER PIPE	CY	1	\$ 1,175.00	\$ 1,175.00
11	CONSTRUCT 8" PIPE PLUG	EA	1	\$ 169.00	\$ 169.00
12	REMOVE AND REPLACE PAVEMENT	SY	244	\$ 171.00	\$ 41,724.00
13	CONSTRUCT AGGREGATE BEDDING FOR 8" SANITARY SEWER PIPE	LF	55	\$ 33.40	\$ 1,837.00
14	CONSTRUCT 8" PVC SANITARY SEWER PIPE	LF	55	\$ 168.00	\$ 9,240.00
15	CONSTRUCT 54" I.D. SANITARY MANHOLE	VF	30	\$ 1,610.00	\$ 48,300.00
16	CONNECT EXISTING 8" PIPE TO NEW MANHOLE	EA	2	\$ 1,642.50	\$ 3,285.00
17	CONSTRUCT 8" FORCE MAIN	LF	719	\$ 108.00	\$ 77,652.00
18	PERFORM CCTV PIPELINE INSPECTION	LF	774	\$ 4.00	\$ 3,096.00
19	CONSTRUCT BYPASS PUMPING STATION	EA	1	\$ 30,726.00	\$ 30,726.00
20	REPLACE MANHOLE FRAME AND COVER WITH PRESSURE TYPE FRAME AND COVER	EA	1	\$ 4,524.00	\$ 4,524.00
21	CONSTRUCT INTERIOR DROP IN EXISTING MANHOLE	EA	1	\$ 7,663.00	\$ 7,663.00
22	CONSTRUCT 8-INCH FORCE MAIN BY HDD INSTALLATION <sup>1</sup>	LF	0	\$ 251.00	\$ 0.00
23	Clearing and Grubbing – General	LS	1	\$ 16,850.00	\$ 16,850.00
24	Clearing and Grubbing Trees over 9" to 18" Diameter	EA	5	\$ 1,640.00	\$ 8,200.00
25	Clearing and Grubbing Trees over 36" to 48" Diameter	EA	1	\$ 10,620.00	\$ 10,620.00
Total of All Base Bid Unit Price Bid Items					\$ 1,597,364.00

1. Provide unit cost for bid item 22, use the same unit cost for item A-1.4 below.

B. Bid Alternate No. 1 – Construct force main in Windcrest Dr. using HDD in lieu of open cut. (Item No. A-1.1 to A-1.4)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
A-1.1	REDUCE QUANTITY OF ITEM NO. 9, SAW CUT FULL DEPTH, AT UNIT PRICE INDICATED IN BASE BID	LF	301	\$ 6.60	\$ -1,986.60
A-1.2	REDUCE QUANTITY OF ITEM NO. 12, REMOVE AND REPLACE PAVEMENT, AT UNIT PRICE INDICATED IN BASE BID	SY	162	\$ 171.00	\$ -27,702.00
A-1.3	REDUCE QUANTITY OF ITEM NO. 17, CONSTRUCT 8" FORCE MAIN, AT UNIT PRICE INDICATED IN BASE BID	LF	295	\$ 108.00	\$ -31,860.00
A-1.4	ADD QUANTITY OF ITEM NO. 22, CONSTRUCT 8 INCH FORCE MAIN BY HDD INSTALLATION, AT UNIT PRICE INDICATED IN BASE BID	LF	295	\$ 251.00	\$ 74,045.00
Total Alternate No. 1					12,496.40
Total Base Bid Plus Alternate No. 1					1,609,860.40

C. 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. the 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 days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**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 60days 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:

<b>Addendum Number</b>	<b>Addendum Date</b>
No 1	12/30/2025
No 2	01/06/2026

**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 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:

Heimes Corp.

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

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

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

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

Date: 01/15/2026 \_\_\_\_\_  
*(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: Brenda Koster \_\_\_\_\_  
*(typed or printed)*

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

Date: 01/15/2026 \_\_\_\_\_  
*(typed or printed)*

Bidder's Address for giving notices:

9144 S 147th Street  
Omaha, NE

Bidder's Contact Person:

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

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

Phone: 402.894.1000

Email: matts@heimescorp.com

Address:  
9144 S 147th Street  
Omaha, NE 68138

Bidder's Contractor License No.: (if applicable) 22263 NDOL / A00614 City of Bellevue

MINUTES OF SPECIAL MEETING  
OF THE BOARD OF DIRECTORS OF  
HEIMES CORP.

A special meeting of the Board of Directors of HEIMES CORP., a Nebraska corporation, was held on May 16, 2011, at 9144 South 147<sup>th</sup> Street, Omaha, Nebraska pursuant to a Waiver of Notice duly executed by all the Directors of the corporation. Thomas F. Heimes acted as Chairperson and Secretary of the meeting and kept the minutes. Thomas F. Heimes and Lee Van Hoosen were present.

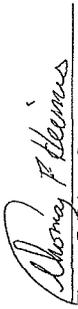
The Chairperson stated that the first order of business to come before the Directors was the death of Raymond G. Heimes, both a director and president and treasurer of the corporation. It is necessary for the Directors to appoint a new president and treasurer of the corporation to fill the vacancies.

A motion was made, seconded and unanimously carried that Thomas F. Heimes is hereby appointed as President and Treasurer of the corporation and shall have the power and authority to sign and transact all business on behalf of the corporation.

The President stated that the final matter to come before the Directors was the approval of the acts of the Shareholders amending the Bylaws of the corporation.

A motion was made, seconded and unanimously carried that the acts of the Shareholders amending the Bylaws of the corporation are hereby ratified and approved.

There being no further business to come before the meeting of the directors, the meeting was adjourned.

  
Thomas F. Heimes, Secretary

BOARD OF DIRECTORS  
SPECIAL MEETING MINUTES FOR  
HEIMES CORP

A meeting of the Board of Directors of HEIMES CORP, a Nebraska corporation, was held at 9144 S. 147<sup>th</sup> Street, Omaha, Nebraska, on July 31, 2019, pursuant to a Waiver of Notice filed by all Directors.

The President stated that the first order of business was the election of officers of the corporation. Upon motion duly made, seconded, and unanimously adopted, the following officers were elected.

Thomas F. Heimes	President
Thomas F. Heimes	Vice-President
Lee VanHoosen	Assistant Vice- President
Matt Sykora	Assistant Vice- President
Jeff Jenkins	Assistant Vice- President
Thomas Welsh	Assistant Vice- President
Adam Heimes	Assistant Vice- President
Thomas F. Heimes	Secretary
Thomas F. Heimes	Treasurer

The President stated that the second order of business was the ratification of all acts and doings of the corporation. Upon motion duly made, seconded, and unanimously adopted, all acts and doings were ratified.

There being no further business to come to come before the Board of Directors, the same was adjourned.

  
Thomas F. Heimes

CONSENT OF INCORPORATOR(S) IN LIEU  
OF HOLDING AN ORGANIZATIONAL MEETING OF  
HEIMES EXCAVATING AND UTILITIES CO.

The undersigned incorporator of Heimes Excavating and Utilities Co., a Nebraska corporation, hereby consents in writing to the adoption of the following resolutions:  
Whereas, the Articles of Incorporation were filed in the office of the Secretary of State of Nebraska on August 14, 1998.

RESOLVED, that the following persons are hereby elected as directors of the corporation:

Raymond G. Heimes  
Thomas F. Heimes

Dated effective: September 4, 1998.

  
Robert M. Gonderinger, Incorporator

44351.1

ARTICLES OF AMENDMENT  
OF  
HEIMES EXCAVATING & UTILITIES CO.

The following Articles of Amendment of HEIMES EXCAVATING & UTILITIES CO. were duly adopted by the corporation in accordance with the Nebraska Business Corporation Act:

ARTICLE I

The name of the corporation shall be changed to HEIMES CORP effective April 1, 2004.

Said Amendment was approved by the shareholders of said corporation March 30, 2004. There are 5,000 issued shares entitled to vote on such amendment. Upon vote of the shareholders of the proposed amendment 5,000 votes were cast for the approval of stated amendment.

DATED this 30 day of March, 2004.

  
Thomas Heimes, Secretary



HE State of Nebraska - SSM  
100044379  
HEIMES CORP  
Filed: 03/02/2004 01:56 PM  
Page: 1

**COPY**

 **AIA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*  
Heimes Corp.  
9144 S. 147th Street  
Omaha, NE 68138

**SURETY:**

*(Name, legal status and principal place of business)*  
Swiss Re Corporate Solutions America Insurance Corporation  
1200 Main Street, Suite 800  
Kansas City, MO 64105

**OWNER:**

*(Name, legal status and address)*  
City of Bellevue, Nebraska  
1510 Wall Street  
Bellevue, NE 68005

**BOND AMOUNT:** FIVE PERCENT OF AMOUNT BID (5%)

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
Quail Creek Lift Station and Force Main

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

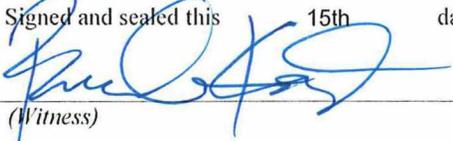
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of January, 2026

  
*(Witness)*

Heimes Corp  
*(Principal)* \_\_\_\_\_ *(Seal)*

*(Title)* *President*  
Swiss Re Corporate Solutions America Insurance Corporation

  
*(Witness)*

*(Surety)* \_\_\_\_\_ *(Seal)*  
*(Title)* *Maura P Kelly, Attorney-in-Fact*

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

Init.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOAN LEU, MAURA P. KELLY, JACQUELINE L. DREY, DUSTIN COOPER, ALEX MAUSBACH and JUSTIN TOMLIN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By [Signature] Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 17TH day of APRIL, 20 25

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 17TH day of APRIL, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

[Signature]
Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15TH day of January, 20 26.



[Signature]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

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CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: February 3, 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 250603 ST26(07) Kennedy Freeway and Capehart Road Traffic Signal Modifications

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works received four bids for the Kennedy Freeway and Capehart Road Traffic Signal Modifications on January 22, 2026 with bid amounts ranging from \$123,114.34 to \$198,629.34.

After the review of the bids received, the low, responsive, responsible bidder is Commonwealth Electric Company in the amount of \$123,114.34. We recommend the City Council approve and the Mayor execute the Notice of Award and review the Contract with Commonwealth Electric Co. in the amount of \$123,114.34 to be executed upon the receipt of the insurances and bonds by Public Works.

FISCAL IMPACT: \$123,114.34 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Commonwealth Electric Co. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Kennedy Freeway and Capehart Road Traffic Signal Modifications

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Kennedy Freeway and Capehart Road Traffic Signal Modifications

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

CIP PROJECT NAME: Signal Improvements CIP PROJECT NUMBER: ST26(08)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

City Council approve and the Mayor to execute the Notice of Award and approve the Agreement with Commonwealth Electric Company in the amount of \$123,114.34 to be executed upon the receipt of the insurances and bonds by Public Works.

ATTACHMENTS:

1. Bid Tab	2. Contract	3. Award Recommendation
4. Notice of Award	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Anna Borhilla*  
*[Signature]*  
*[Signature]*





January 23, 2026

Mr. David Goedeken, PE  
City of Bellevue Public Works  
1510 Wall Street  
Bellevue, Nebraska 68005

**RE: Kennedy Freeway and Capehart Road Traffic Signal Recommendation for Contract Award**

*Bellevue Project #: BPW 250603  
FHU Project #: 125200-04*

Dear Mr. Goedeken:

Bids were received by the City of Bellevue for this project on January 22, 2026 at 10:00 AM. Attached is the bid tabulation for the project. Four bids were received as follows:

<u>Contractor</u>	<u>Total Bid</u>
Commonwealth Electric Company Omaha, NE	\$123,114.34
Vierregger Electric Company Omaha, NE	\$124,099.80
Sadler Electric Omaha, NE	\$128,386.50
Valley Corporation Valley, NE	\$198,629.34

The Engineer's opinion of probable cost was \$110,200.00. The low bid was 12% above the estimated costs. The Engineer's opinion of probable cost was based on bid prices from previous projects within the area and preliminary estimating prices from area Contractors.

The low bidder is Commonwealth Electric Company of the Midwest. Felsburg Holt & Ullevig has reviewed the bid tab, unit prices, and totals and has found no discrepancies in the amounts included in the bid. We recommend award of the construction contract for the **Kennedy Freeway and Capehart Road Traffic** (BPW 20603) project to the low bidder, Commonwealth Electric Company of the Midwest in the amount of \$123,114.34.

If you have any questions, please contact me by e-mail at [connor.gilinsky@fhueng.com](mailto:connor.gilinsky@fhueng.com) or by phone at 402-445-4405.

Sincerely,

Connor Gilinsky, PE  
Project Manager

**NOTICE OF AWARD**

Date of Issuance: **February 3, 2026**  
Owner: **City of Bellevue** Owner’s Project No.: **BPW - 250603**  
Engineer: **Felsburg Holt & Ullevig** Engineer’s Project No.: **125200-04**  
Project: **Kennedy Freeway and Capehart Road Traffic Signal Modifications**  
Contract Name: **Kennedy Freeway and Capehart Road Traffic Signal Modifications**  
Bidder: **Commonwealth Electric Company of the Midwest**  
Bidder’s Address: **4225 S 89<sup>th</sup> Street, Omaha, NE 68127**

You are notified that Owner has accepted your Bid dated **January 22, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**Kennedy Freeway and Capehart Road Traffic Signal Modifications**

The Contract Price of the awarded Contract is **\$123,114.34**. 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 **three (3)** 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: Public Works Director, Mgr of Engineering Services

## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2026 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and **Commonwealth Electric Company of the Midwest** ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Contract/Contract Documents.** Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. **Contractor's Work.** Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the **Kennedy Freeway and Capehart Road Traffic Signal Modification** ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement

Date”) after receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor’s Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the “Specifications”, as attached hereto as Exhibit “A” and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor’s use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor’s Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor’s performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor’s Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed **One hundred twenty-three thousand one hundred fourteen Dollars and thirty four cents (\$ 123,114.34)** (“Contract Sum”).

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment (“Application for Payment”) based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor’s Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor’s failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor’s responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

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13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$1,000,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

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- f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.
- g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.
- h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.
- i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.
- j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.
- k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.
- l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

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m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue  
David Goedeken, PE  
Public Works Director  
1510 Wall Street  
Bellevue, NE 68005

With a copy to:

Aimee C. Bataillon  
Bellevue City Attorney  
1500 Wall Street  
Bellevue, NE 68005

If to Contractor:

Isaiah Edson  
Project Manger  
Commonwealth Electric Co.  
4225 S 89th St  
Omaha, NE 68127

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

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- n. The contract documents shall include the following documents:
  - (i.) Equipment Assessment Certification – Exhibit “C”
  - (ii) City of Bellevue’s Affirmative Action Equal Employment Opportunity Policy Statement - Exhibit "B"
    - a. 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.
- o. City’s Project representative shall be Public Works Director, or his designee.
- p. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.
- q. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.
- r. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.
- s. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.
- t. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

BPW-250603 Kennedy Freeway & Capehart Road

- u. 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.
- v. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.
- w. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.
- x. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.
- y. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.
- z. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

BPW-250603 Kennedy Freeway & Capchart Road

aa. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

bb. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

cc. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

BPW-250603 Kennedy Freeway & Capehart Road

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

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

BY: \_\_\_\_\_  
City Clerk

ATTEST:

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

\_\_\_\_\_

**EXHIBIT "A"**

**SPECIFICATIONS**

The Work shall consist of furnishing of labor, materials, usage of contractor's equipment, plant, and all else necessary to complete **KENNEDY FREEWAY AND CAPEHART ROAD TRAFFIC SIGNAL MODIFICATIONS**, as specified in the plans and specifications in the City's request for proposals and Notice to Bidders.

**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.

**EXHIBIT "C"**

**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- 250603, 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**

\_\_\_\_\_

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

**16i.  
2/3/26**

COUNCIL MEETING DATE: <b>February 3rd, 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:**

**Vrana Change Order for Entertainment District Sewer Pipeline Relocation North of Water Park Site**

**SYNOPSIS/BACKGROUND:**

This item pertains to a change order from Vrana to relocate Entertainment District Sewer Pipeline North of th Water Park site. It will open up approximately two (2) acres of land that was previously undevelopable. City personnel working with Olsson and the surrounding property owner were able to decrease the cost from nearly \$700,000 to the current amount of \$75,000. Contract reference: 024-03706.

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 DISTRUBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

**Staff Recommends Approval of this Item**

**ATTACHMENTS:**

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

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Anna Buttrick*  
*Josh Buttrick*  
*July 14*





**NOTES**

DIMENSION "C" SHALL BE THE DIFFERENCE BETWEEN THE FLOWLINE ELEVATION SHOWN ON THE PLANS AND THE FLAT SLAB TOP ELEVATION WHEN SHOWN ON THE PLANS. ONE OR MORE PRECAST CONCRETE BARREL SECTIONS MAY BE PROVIDED TO OBTAIN THE REQUIRED HEIGHT.

DIMENSION "X" SHALL BE THE DIFFERENCE BETWEEN THE FLOWLINE ELEVATION SHOWN ON THE PLANS AND THE MANHOLE TOP ELEVATION SHOWN ON THE PLANS. THE FURNISHING AND PLACING OF MANHOLE STEPS AND LIFT BARS SHALL BE SUBSIDIARY TO THE MANHOLE.

THE MANHOLE BENCH SHALL BE COME UP TO 1/2 THE DIA. OF THE LARGEST PIPE AND SLOPE UP 3" TO THE SIDE. CONTOUR THE BENCH TO THE DRAIN.

THE MIN. CLEARANCE OF REINFORCING STEEL SHALL BE 2".

BARREL DIA. SHOWN ON THE PLAN ARE THE MIN. DIA. THAT MAY BE USED AT EACH LOCATION. THESE DIA. ARE BASED ON CENTER BARREL SECTIONS WHICH ARE USUALLY AVAILABLE FROM THE FABRICATOR. THE CONTRACTOR MAY PROVIDE BARREL SECTIONS OF LARGER DIA. THAN SHOWN ON THE PLAN. NO ADDITIONAL PAYMENT SHALL BE MADE FOR BARREL SECTIONS OF A LARGER DIA. THAN SHOWN ON THE PLANS.

EACH SECTION SHALL BE SET IN A FRESH BED OF MORTAR AND POINTED UP INSIDE AND OUT, OR A COLD FORMED JOINT MATERIAL CONFORMING TO FEDERAL SPECIFICATIONS SS-9-00210.

THE CONTRACTOR MAY, AT THEIR OPTION, CAST-IN-PLACE THE FIRST SECTION OF THE MANHOLE WHEN THE STANDARD KNOCKOUTS ARE NOT AVAILABLE. THE CONCRETE WALL THICKNESS AND REINFORCING STEEL AREA SHALL BE AS SHOWN FOR THE RESPECTIVE "X" DIMENSION IN CHART NO. 1 FOR MANHOLE TYPE "C" AS SHOWN IN NDOT STANDARD PLAN 435. THE MIN. LS AND SS DIMENSION SHALL BE OF SUFFICIENT DIMENSION TO ACCOMMODATE PIPES ENTERING THE RESPECTIVE WALL. THE TOP OF THE CAST-IN-PLACE SECTION SHALL BE FORMED TO THE SAME DIA. AS THE RESPECTIVE PRECAST SECTION.

PRECAST MANHOLE SECTIONS MAY BE SET WITH EITHER THE TONGUE END UP OR THE GROOVE END UP.

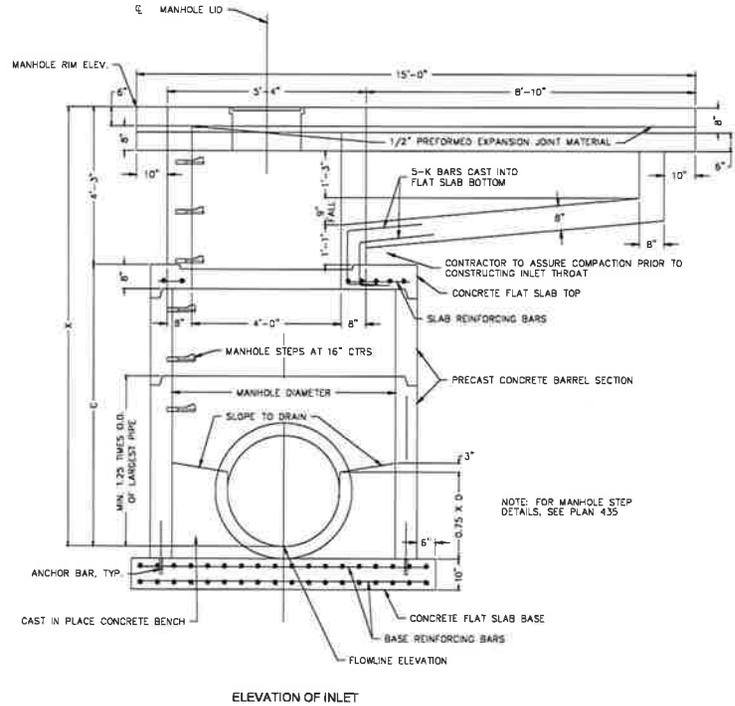
ALL CAST IN PLACE CONCRETE SHALL BE CLASS L65 WITH 28 DAY COMPRESSIVE STRENGTH EQUAL TO 3,500 PSI.

ALL EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED.

REINFORCING STEEL SHALL BE DEFORMED BARS IN ACCORDANCE WITH ASTM A615 GRADE 60.

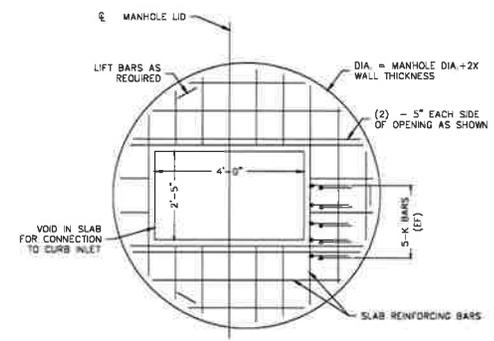
CONTRACTOR SHALL USE A GUTTER DEPRESSION TEMPLATE TO ASSURE PROPER INLET OPENING. CONTRACTOR SHALL FURNISH A TEMPLATE ONCE APPROVED BY THE ENGINEER.

REINFORCING SHALL BE PLACED WITH A TOLERANCE OF 1/4" AND +1/2" ON CLEARANCE.

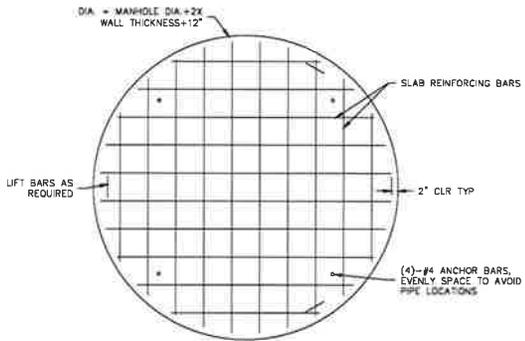


ELEVATION OF INLET

NOTE: FOR MANHOLE STEP DETAILS, SEE PLAN 435



FLAT SLAB TOP

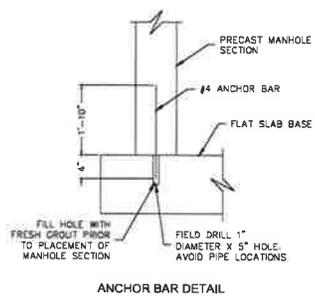


FLAT SLAB BASE

NOTE: FLAT SLAB BASE MAY BE PRECAST OR CAST-IN-PLACE AT THE CHOICE OF THE CONTRACTOR.

REINFORCED CURB INLET				
NO.	"X"	"A"	RIM ELEV.	F.L. =
CI-01	8.44'	4.83'	1107.84	1099.40 (30" S) 1100.40 (18" E) 1099.40 (30" N)
CI-03	9.17'	4.83'	1110.83	1102.16 (24" S) 1103.66 (18" E) 1102.66 (30" N)
CI-05	7.55'	4.25'	1113.72	1106.87 (18" E) 1106.17 (24" N)
CI-08	11.23'	2.50'	1108.79	1086.56 (48" SE) 1101.26 (18" N) 1098.56 (48" NW) CMP
CI-09	11.47'	6.00'	1112.25	1101.28 (30" E) 1102.78 (18" N) 1102.78 (30" W)
CI-11	12.00'	5.42'	1114.59	1103.09 (30" SE) 1104.29 (18" N) 1102.69 (36" W)
CI-12	8.40'	2.50'	1114.81	1106.21 (18" E)
CI-13	11.64'	4.83'	1117.12	1109.98 (24" E) 1104.48 (30" NW)
CI-14	10.78'	2.83'	1117.12	1106.34 (24" N)
CI-15	8.88'	4.25'	1112.84	1103.76 (24" S) 1104.26 (18" E) 1103.76 (24" N)
CI-17	8.73'	4.25'	1118.30	1108.07 (18" E) 1107.57 (24" N)

REINFORCED CURB INLET DETAILS  
NOT TO SCALE



ANCHOR BAR DETAIL

AS = AREA OF STEEL  
CLR. = CLEARANCE  
CTRS. = CENTERS  
DIA. = DIAMETER  
ELEV. = ELEVATION  
L.T. = LIGHT  
MIN. = MINIMUM  
MAX. = MAXIMUM  
NO. = NUMBER  
O.D. = OUTSIDE DIAMETER  
PLT. = PLATE  
STD. = STANDARD  
WT. = WEIGHT  
E.F. = EACH FACE

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 DATE: Jan 19, 2024 9:53am  
 USER: rsmey

2111 South 67th Street  
Suite 200  
Omaha, NE 68106

PHONE: 402.341.1116  
FAX: 402.341.5865

Olsson - Engineering  
Nebraska CSEA #CA0638

REV.	DATE	BY	DESCRIPTION
1	1/19/24	REVISION	CHANGE SHEET

GENERAL DETAILS  
PHASE 1 PUBLIC IMPROVEMENTS  
BELLEVUE ENTERTAINMENT DISTRICT  
S. 10TH STREET & HIDDEN VALLEY DRIVE  
BELLEVUE, NE

2025

drawn by: REBE  
 designed by: REBE  
 project no.: 02460106  
 date: 11.09.2024

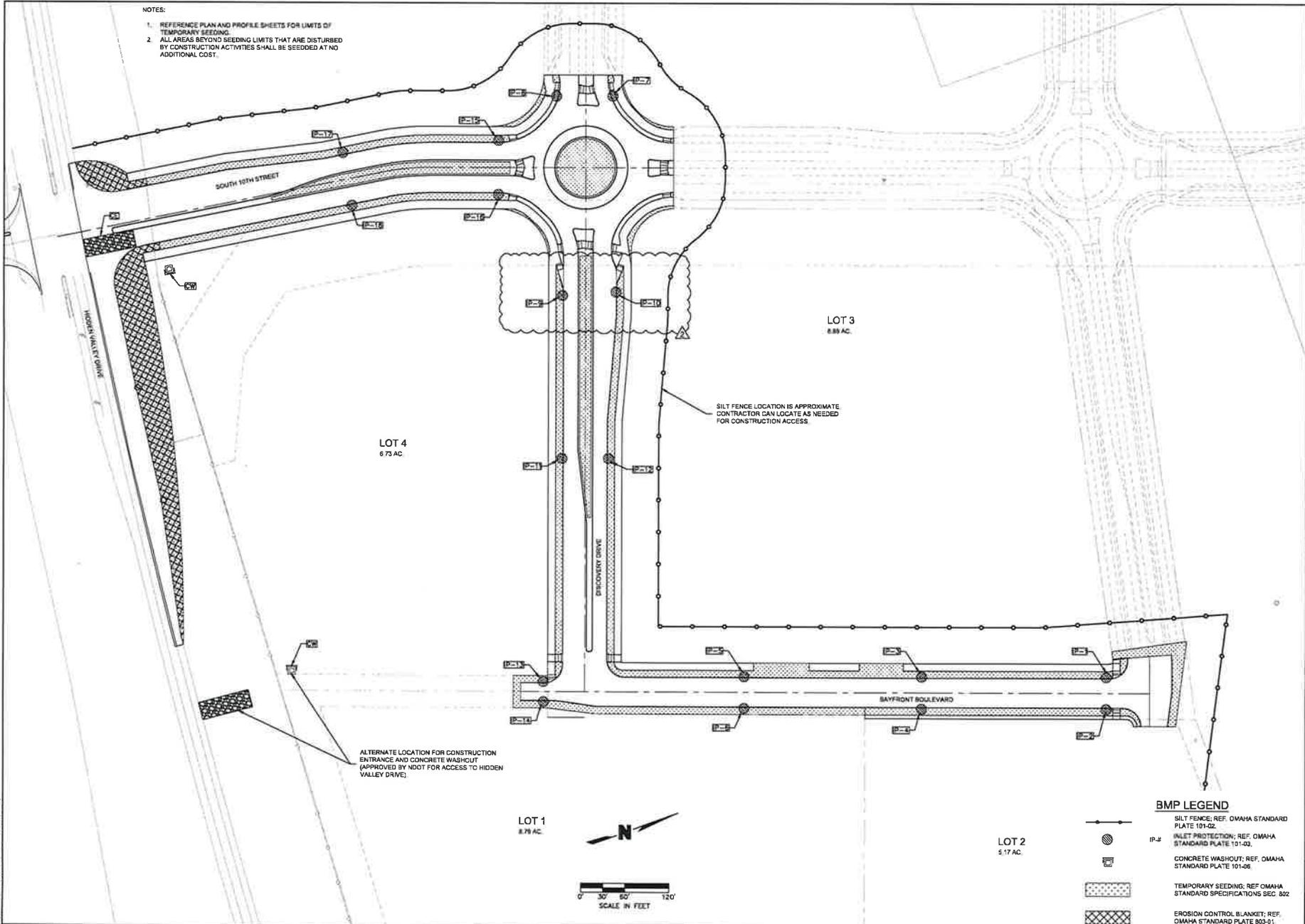
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NOTES:

1. REFERENCE PLAN AND PROFILE SHEETS FOR LIMITS OF TEMPORARY SEEDING.
2. ALL AREAS BEYOND SEEDING LIMITS THAT ARE DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE SEEDDED AT NO ADDITIONAL COST.



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 USER: jerry



2111 South 67th Street  
 Suite 200  
 Omaha, NE 68106  
 olsson.com  
 TEL: 402.341.1116  
 FAX: 402.341.5895  
 Olsson - Engineering  
 Nebraska CDA #CA-0638

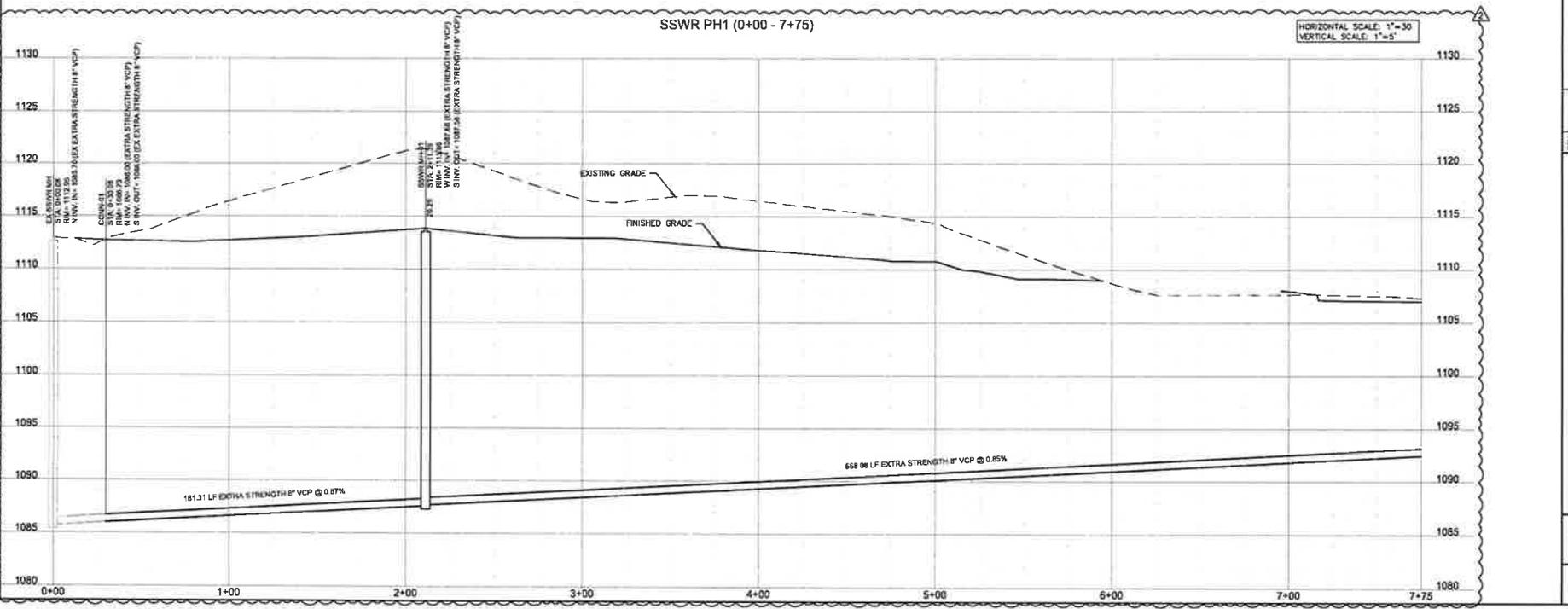
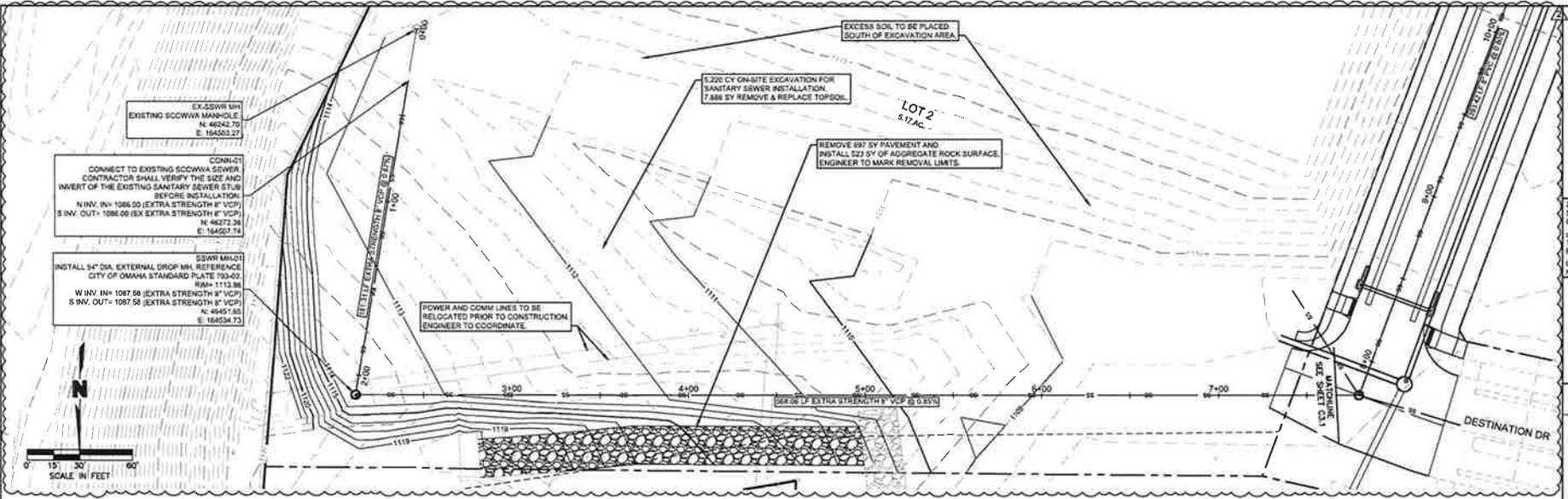


REV	DATE	DESCRIPTION	BY
1	10/15/25	DESIGN	
2	11/19/25	DESIGN	

EROSION CONTROL PLAN  
 PHASE 1 PUBLIC IMPROVEMENTS  
 BELLEVUE ENTERTAINMENT DISTRICT  
 S. 10TH STREET & HIDDEN VALLEY DRIVE  
 BELLEVUE, NE

Drawn by: JNBS  
 Checked by: JNBS  
 Project no.: 2505104  
 Date: 11/19/25

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NO.	DATE	DESCRIPTION
1	02/15/19	ISSUED FOR PERMIT
2	03/15/19	CHANGE ORDER

SANITARY SEWER PLAN & PROFILE  
 PHASE 1 PUBLIC IMPROVEMENTS  
 BELLEVUE ENTERTAINMENT DISTRICT  
 S. 10TH STREET & HIDDEN VALLEY DRIVE  
 BELLEVUE, NE

drawn by: SJB/B  
 designed by: SJB/B  
 project no.: 2018.0016  
 date: 10.08.2018

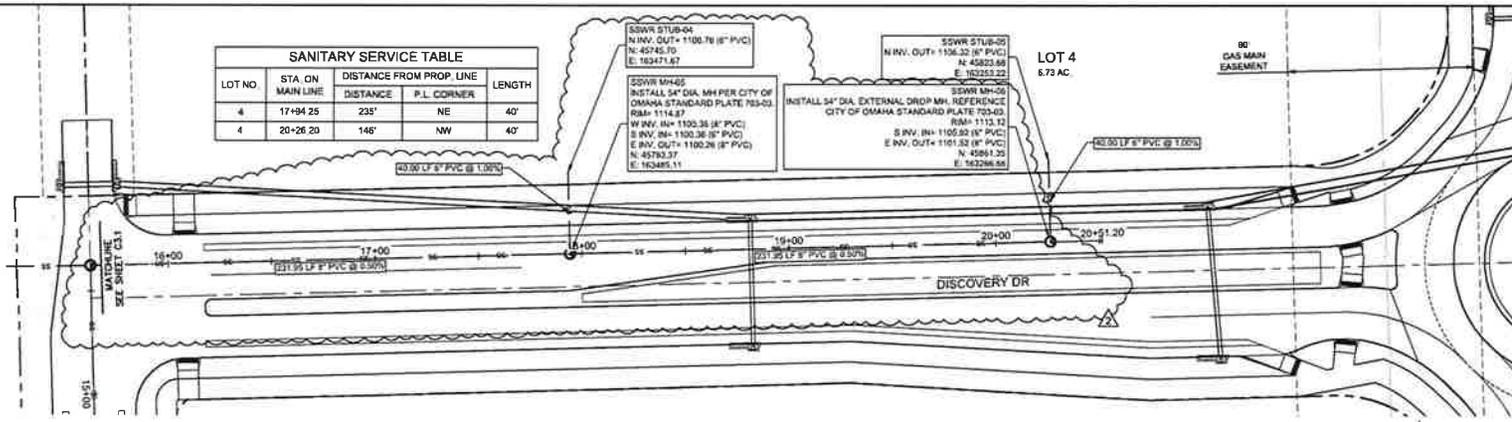
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DESTINATIONS

2025



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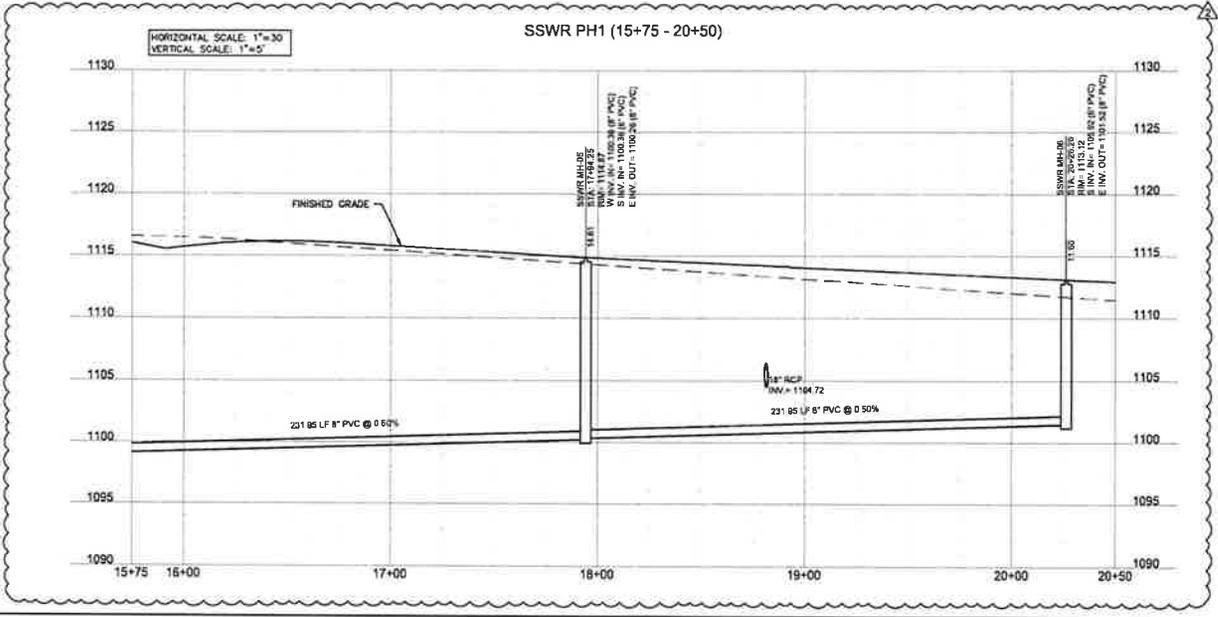
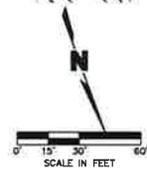
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4	17+94.25	235'	NE	40'
4	20+26.20	146'	NW	40'

SSWR M425  
 INSTALL 54" DIA. MH PER CITY OF OMAHA STANDARD PLATE 703-03  
 RM= 1114.87  
 W INV. IN= 1100.38 (8" PVC)  
 S INV. IN= 1100.38 (8" PVC)  
 E INV. OUT= 1100.26 (8" PVC)  
 N= 45780.37  
 E= 163485.11

INSTALL 54" DIA. EXTERNAL DROP MH. REFERENCE CITY OF OMAHA STANDARD PLATE 703-03  
 RM= 1113.32  
 S INV. IN= 1105.82 (8" PVC)  
 E INV. OUT= 1101.52 (8" PVC)  
 N= 45981.30  
 E= 163286.56

SSWR M426  
 N INV. OUT= 1106.32 (8" PVC)  
 N= 45923.89  
 E= 163253.22

LOT 4  
 5.73 AC



1111 South 67th Street  
 Suite 200  
 Omaha, NE 68106  
 olsson.com  
 TEL: 402.341.1116  
 FAX: 402.341.5895  
 Olsson - Engineering  
 Nebraska CCA #CA-0638

BY \_\_\_\_\_

DATE	DESCRIPTION
1/16/25	ISSUED FOR PERMIT
1/16/25	DESIGN COMPLETE

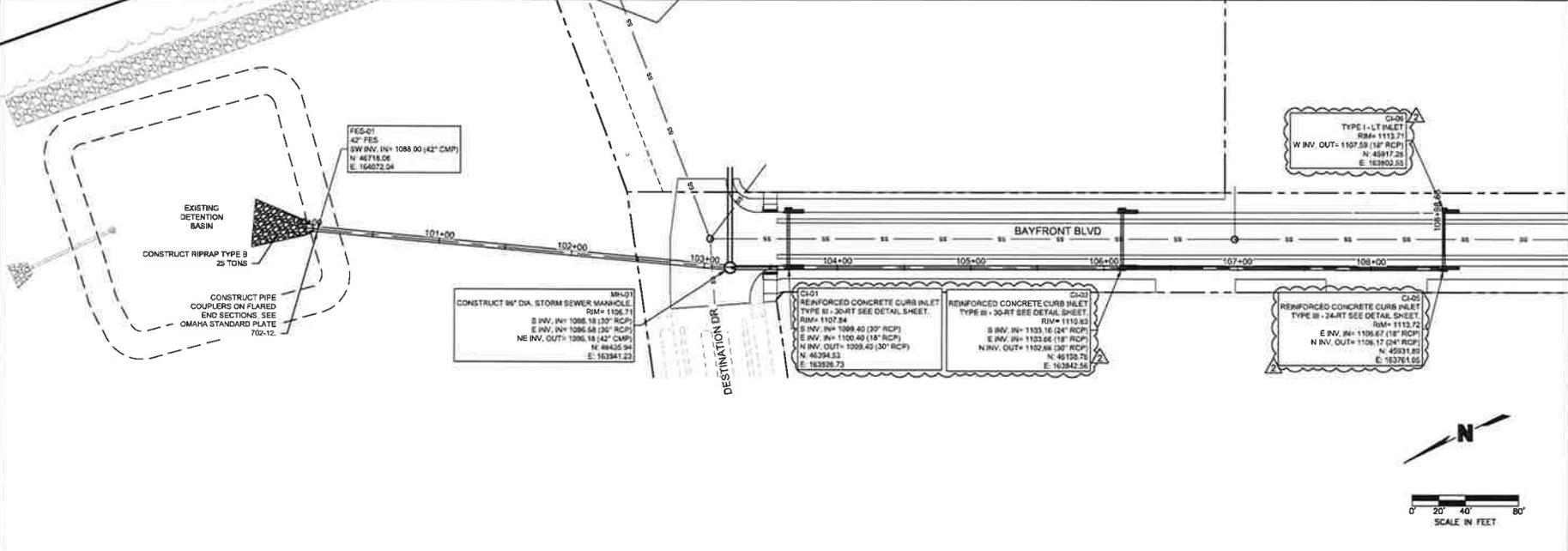
SANITARY SEWER PLAN & PROFILE  
 PHASE 1 PUBLIC IMPROVEMENTS  
 BELLEVUE ENTERTAINMENT DISTRICT  
 S. 10TH STREET & HIDDEN VALLEY DRIVE  
 BELLEVUE, NE

2025

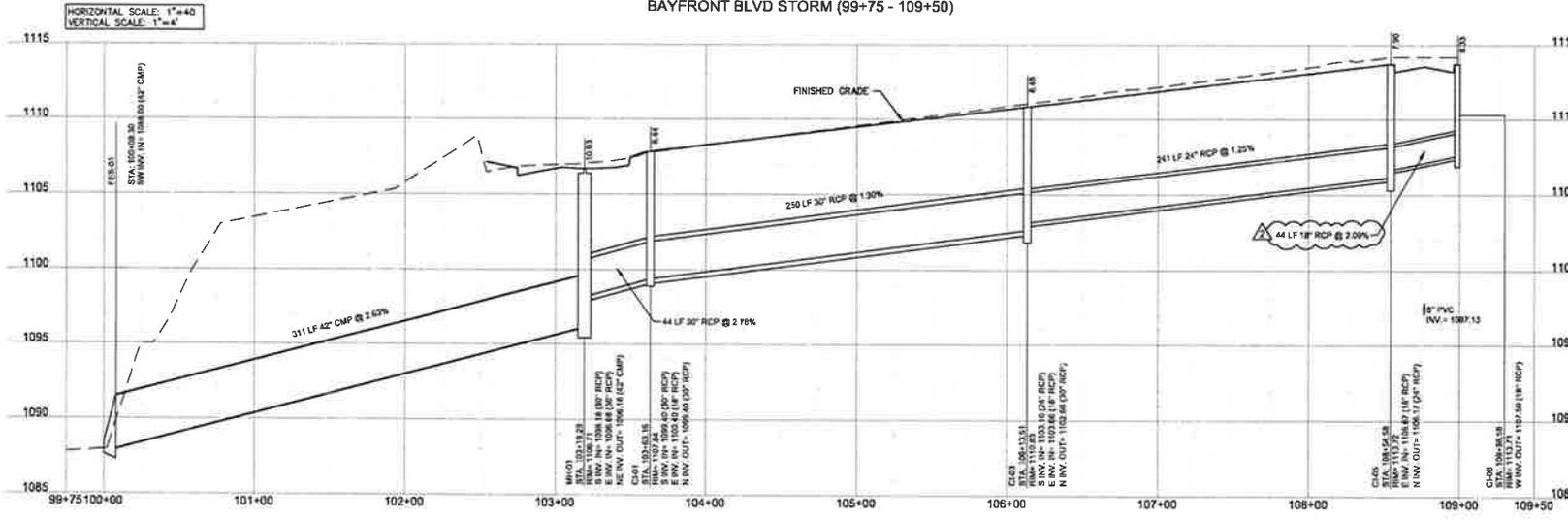
drawn by:	SNB
designed by:	RFB
project no.:	24-0024
date:	10.08.2024

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C3.2

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 DATE: Jan 15, 2025 10:59am B. Brown USER: rneely



BAYFRONT BLVD STORM (99+75 - 109+50)





2111 South 87th Street  
 Suite 300  
 Omaha, NE 68106  
 olsson.com  
 TEL: 402.341.1118  
 FAX: 402.341.9855  
 Olsson - Engineering  
 Nebraska COA #CA-0638



REV	DESCRIPTION	DATE	BY
1	ISSUE FOR PERMIT	12/15/24	rneely
2	REVISIONS		
3	REVISED		
4	REVISED		

STORM SEWER PLAN & PROFILE

PHASE 1 PUBLIC IMPROVEMENTS

BELLEVUE ENTERTAINMENT DISTRICT

S. 10TH STREET & HIDDEN VALLEY DRIVE

BELLEVUE, NE

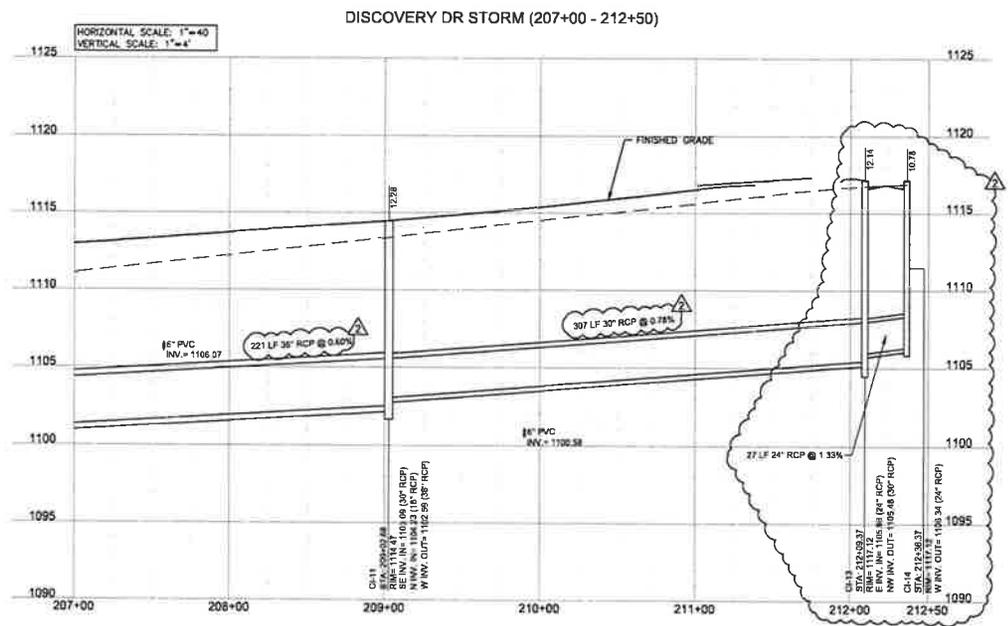
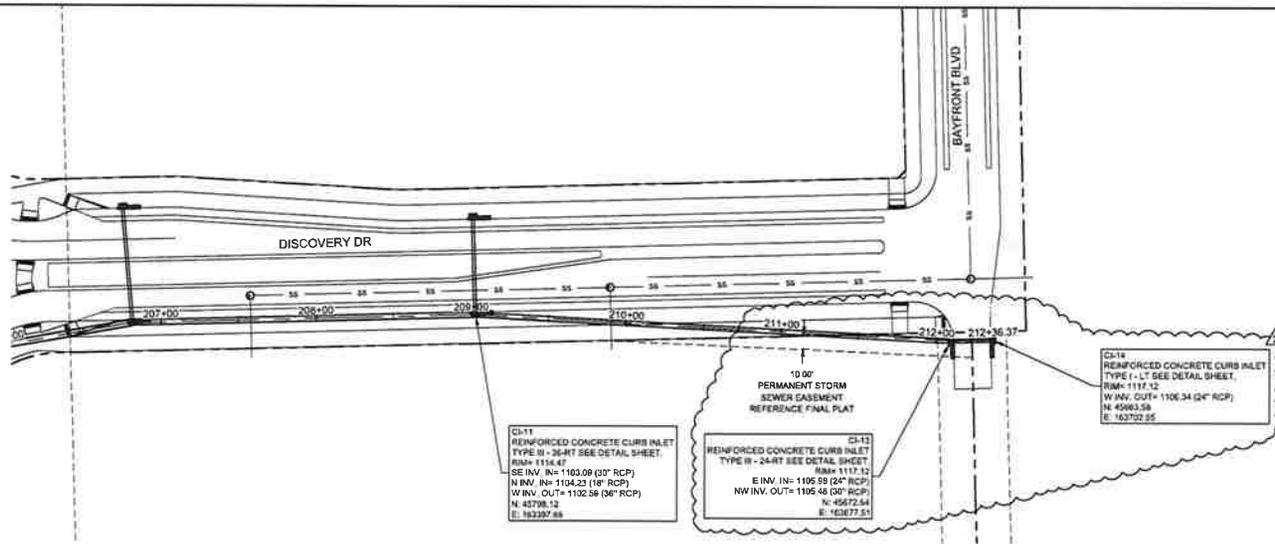
2025

drawn by: rneely  
 designed by: rneely  
 checked by: rneely  
 date: 12.15.2024

SHEET  
C4.0



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 DATE: April 11, 2025 9:23 am USER: mday



2111 South 47th Street  
 Suite 200  
 Omaha, NE 68106  
 olsson.com  
 TEL 402.341.1115  
 FAX 402.341.2885  
 Olsson - Engineering  
 Nebraska CEA #CA-0638



NO.	DATE	DESCRIPTION
1	10/10/25	ISSUED FOR PERMIT
2	3/11/25	CHANGE NUMBER 1

BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 PROJECT: STORM SEWER PLAN & PROFILE  
 PHASE 1 PUBLIC IMPROVEMENTS  
 BELLEVUE ENTERTAINMENT DISTRICT  
 S. 10TH STREET & HIDDEN VALLEY DRIVE  
 BELLEVUE, NE

drawn by: RMB  
 checked by: RMB  
 project no.: 25-00238  
 date: 11.08.2024

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 C4.2

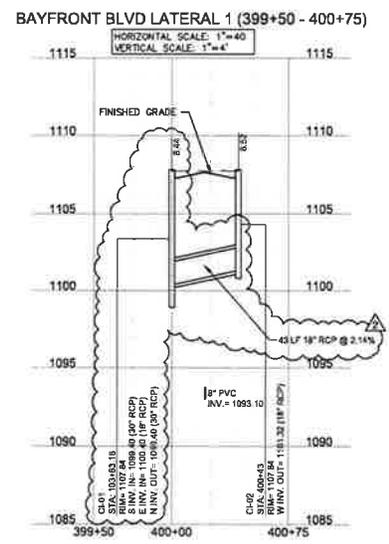
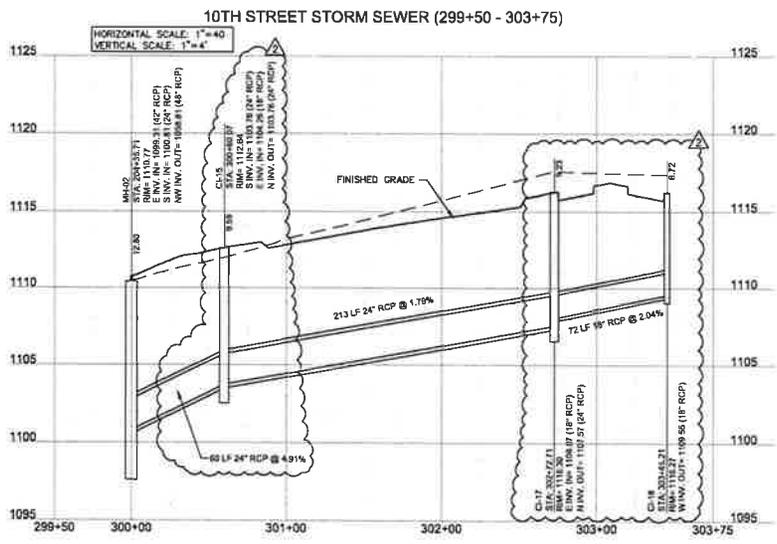
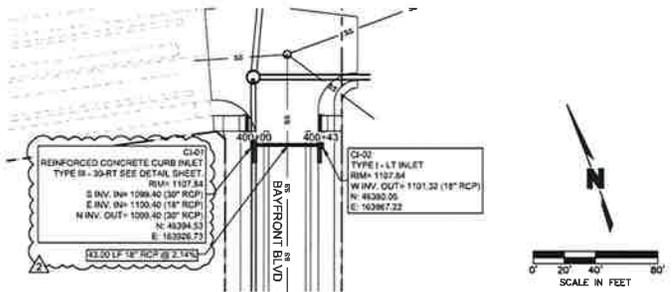
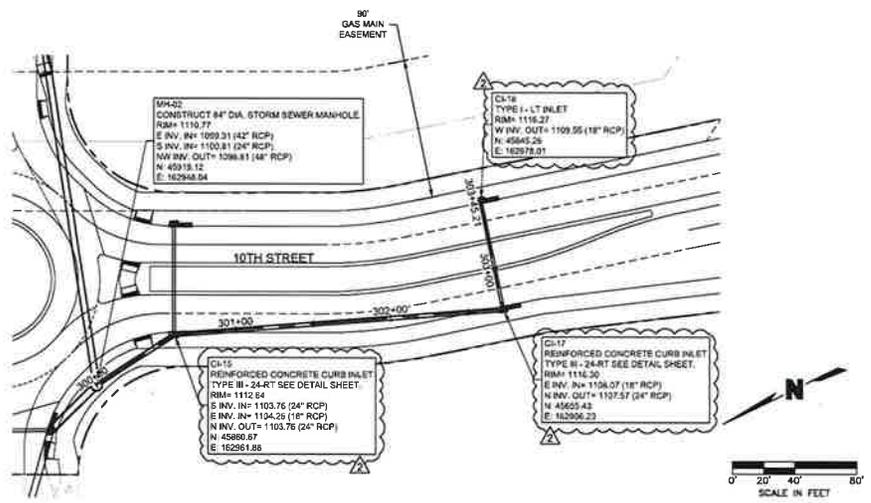


REV	DATE	DESCRIPTION
1	07/07/25	REVISION
2	01/12/25	CHANGE CHANGE 1
3		CHANGE CHANGE 1

STORM SEWER PLAN & PROFILE  
 PHASE 1 PUBLIC IMPROVEMENTS  
 BELLEVUE ENTERTAINMENT DISTRICT  
 S. 10TH STREET & HIDDEN VALLEY DRIVE  
 BELLEVUE, NE

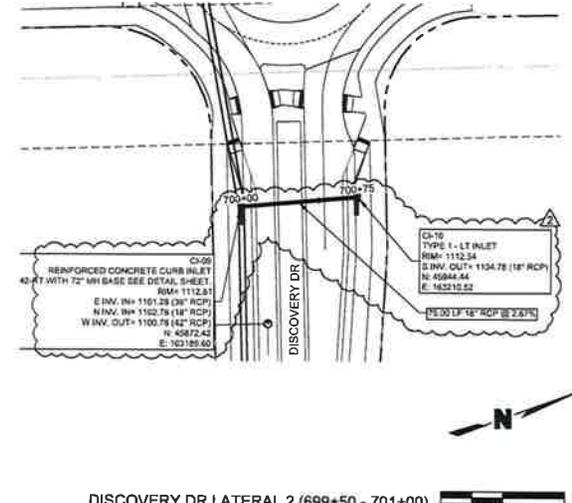
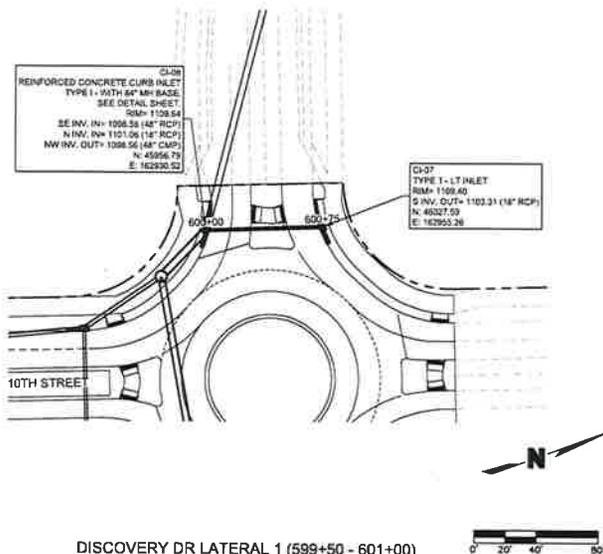
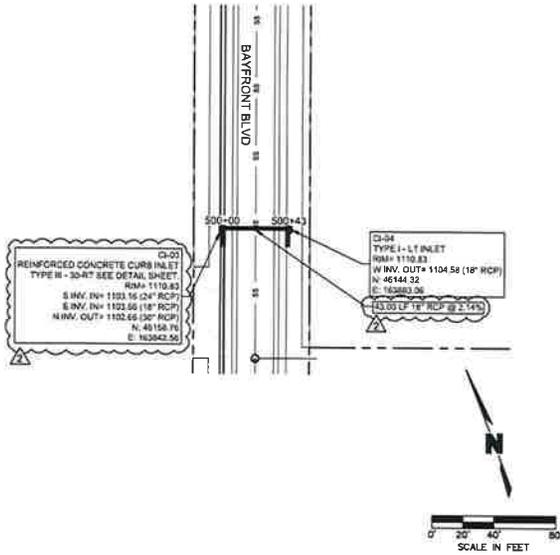
Drawn by: JMB  
 Checked by: JMB  
 Project No: 24-0338  
 Date: 12.28.2025

SHEET  
 C4.3

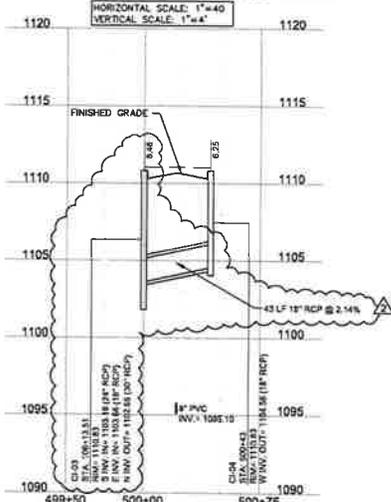


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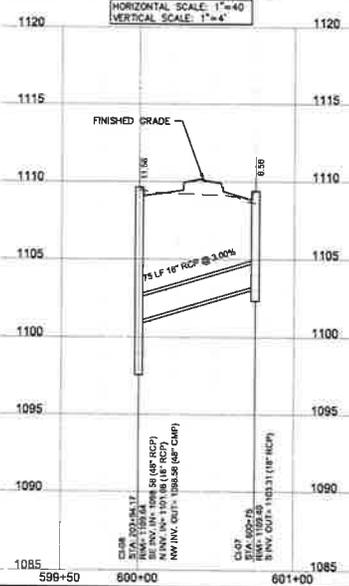
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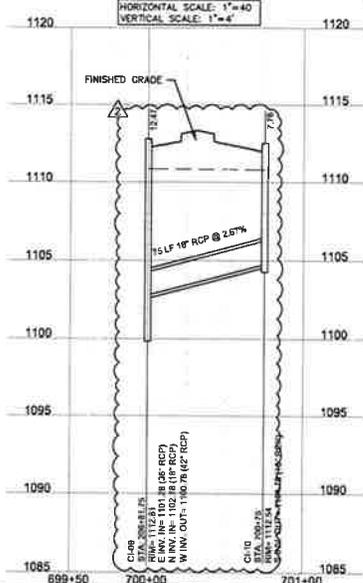
BAYFRONT BLVD LATERAL 2 (499+50 - 500+75)



DISCOVERY DR LATERAL 1 (599+50 - 601+00)



DISCOVERY DR LATERAL 2 (699+50 - 701+00)



**olsson**

2111 South 67th Street  
 Suite 200  
 Omaha, NE 68106  
 olsson.com  
 TEL: 402.341.1116  
 FAX: 402.341.2895  
 Olsson - Engineering  
 Nebraska CEA #CA-0638

PROFESSIONAL CIVIL ENGINEER  
 ROBERT C. NEELY  
 E-11177  
 STATE OF NEBRASKA

REV	DATE	DESCRIPTION
1	1/15/25	ISSUE FOR PERMIT
2	1/15/25	CHANGE ORDER #1
3	1/15/25	CHANGE ORDER #2

STORM SEWER PLAN & PROFILE  
 PHASE 1 PUBLIC IMPROVEMENTS  
 BELLEVUE ENTERTAINMENT DISTRICT  
 S. 10TH STREET & HIDDEN VALLEY DRIVE  
 BELLEVUE, NE

drawn by: jrg  
 designed by: jrg  
 project no.: 24-03-008  
 date: 01.09.2025

SHEET  
 C4.4



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

**16j.  
2/3/26**

COUNCIL MEETING DATE: <b>02/23/2026</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:**  
NDOT Property Agreement for the Vacation and Relocation of 10th Street

**SYNOPSIS/BACKGROUND:**  
This item pertains to the agreement with the Nebraska Department of Transportation for vacation and relocation of their Right-of-Way for the Water Park and Entertainment District development. Land previously owned by State of Nebraska will be deeded to the City of Bellevue, originally for the cost of an estimated \$790,000 but reduced through negotiation to \$400,000 and a delay of payment until December 2027.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**  
Staff Recommends Approval of this Item

**ATTACHMENTS:**

1. <input type="text" value="Purchase Contract"/>	2. <input type="text" value="Property Exhibit"/>	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: \_\_\_\_\_

NE1/4 SEC.22 T13N-R13E  
Sarpy County

Platted ROW

65,408.85 SF

92,035.62 SF

Sell Back Area = 222,127.63 SF  
Platted Exist. ROW = 121,506.17 SF  
Total = 343,633.80 SF

Exist. State ROW

17,890.05 SF

S. 10th Street

20,504.44 SF

26,288.67 SF

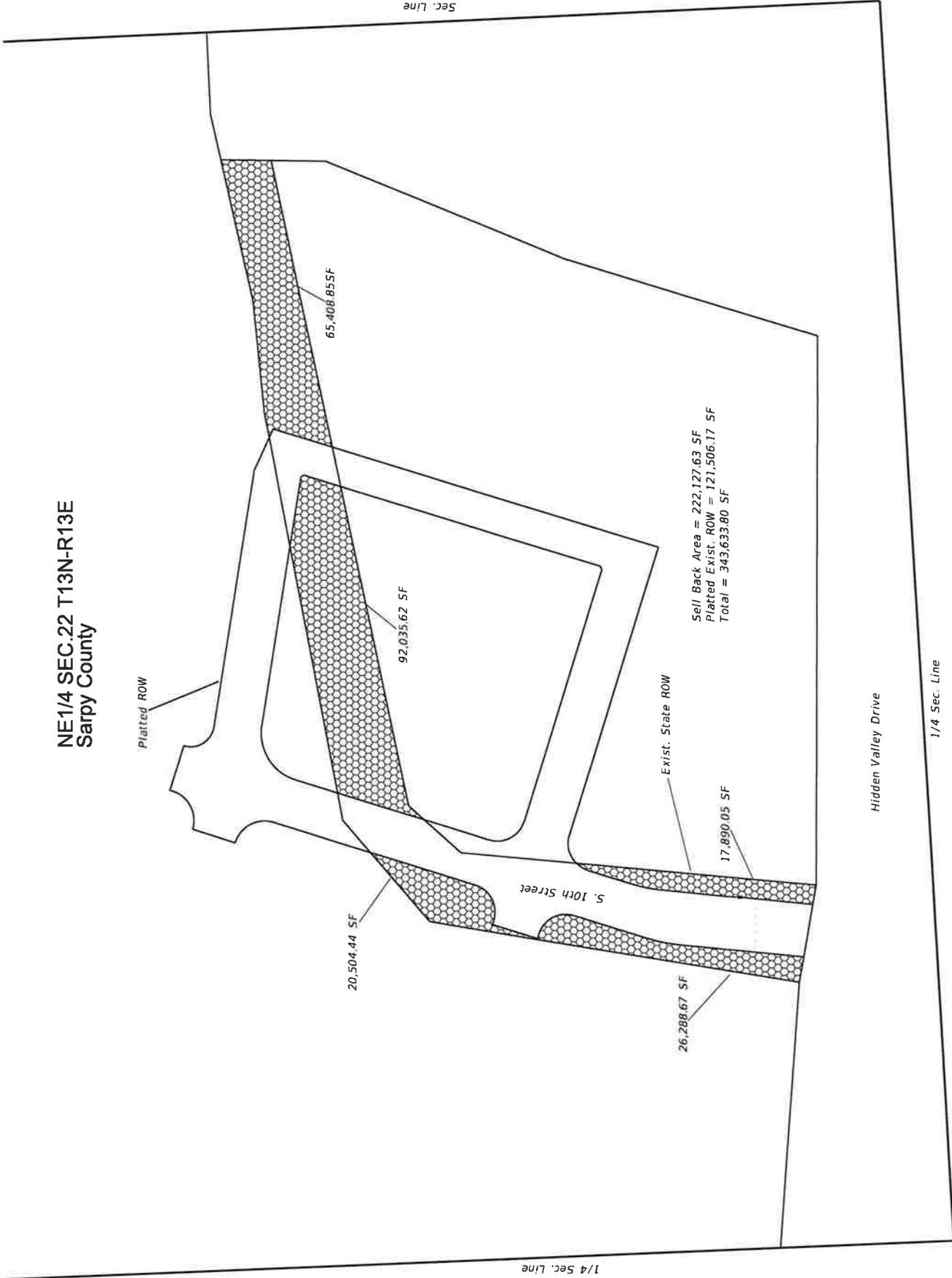
Sec. Line

HWY. 75

Hidden Valley Drive

1/4 Sec. Line

1/4 Sec. Line



## PROPERTY AGREEMENT

This Property Agreement is made and entered into as of the execution dates set forth below (the "Agreement"), by and between the Nebraska Department of Transportation ("STATE"), and the City of Bellevue ("MUNICIPALITY").

### RECITALS

WHEREAS, the STATE owns certain public right-of-way over which access is provided to properties along STATE's Kennedy Freeway as part of NDOT Project No. 75-2(155);

WHEREAS, the MUNICIPALITY seeks to relocate the existing access roads as a part of a plan to develop improvements in the area of the public right-of-way;

WHEREAS, the MUNICIPALITY seeks to purchase STATE's public right-of-way in this area and create new access roads that will meet any access obligations STATE or MUNICIPALITY have in the area; and

WHEREAS, MUNICIPALITY agrees to pay STATE what has been determined as best serving the interests of the State and most adequately conserving highway funds in exchange for STATE issuing the MUNICIPALITY a quit claim deed.

NOW, THEREFORE, in consideration of the foregoing Recitals and the consideration set forth in this Agreement, the STATE and MUNICIPALITY agree as follows:

1. In consideration of the promise of payment specified below, the STATE hereby agrees to execute to the MUNICIPALITY a quit claim deed which will be prepared and furnished by the STATE to the following described property:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE N02°37'33"W ON AN ASSUMED BEARING AND ALL BEARINGS CONTAINED HEREIN ARE RELATIVE THERETO A DISTANCE OF 365.86 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION TO A POINT ON THE NORTHERLY EXISTING HIDDEN VALLEY DRIVE RIGHT OF WAY LINE; THENCE S86°07'04"E A DISTANCE OF 564.37 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE WESTERLY EXISTING SOUTH TENTH STREET RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE S80°19'01"E A DISTANCE OF 208.20 FEET ALONG THE NORTHERLY EXISTING HIDDEN VALLEY DRIVE RIGHT OF WAY LINE TO A POINT ON THE EASTERLY EXISTING SOUTH TENTH STREET RIGHT OF WAY LINE; THENCE N05°01'54"E A DISTANCE OF 133.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE N05°02'03"E A DISTANCE OF 620.35 FEET ALONG SAID RIGHT OF WAY LINE; THENCE N41°41'04"E A DISTANCE OF 149.30 FEET ALONG SAID RIGHT OF WAY LINE; THENCE N78°00'51"E A DISTANCE OF 1128.77 FEET ALONG

SAID RIGHT OF WAY LINE; THENCE N77°59'48"E A DISTANCE OF 273.28 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE EXISTING WESTERLY HIGHWAY 75 RIGHT OF WAY LINE; THENCE N00°47'42"E A DISTANCE OF 106.78 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE WESTERLY EXISTING SOUTH TENTH STREET RIGHT OF WAY LINE; THENCE S77°09'53"W A DISTANCE OF 307.27 FEET ALONG SAID RIGHT OF WAY LINE; THENCE S84°14'06"W A DISTANCE OF 238.37 FEET ALONG SAID RIGHT OF WAY LINE; THENCE S79°09'01"W A DISTANCE OF 883.13 FEET ALONG SAID RIGHT OF WAY LINE; THENCE S49°10'16"W A DISTANCE OF 282.43 FEET ALONG SAID RIGHT OF WAY LINE; THENCE S09°08'19"W A DISTANCE OF 791.90 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE NORTHERLY EXISTING HIDDEN VALLEY DRIVE RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 343633.80 SQUARE FEET, MORE OR LESS.

2. As the entire consideration for the Property, the MUNICIPALITY agrees to pay to the STATE the sum of \$400,000.00 on the earlier of December 1, 2027, or the substantial completion of the hotel anticipated to be developed on or near the Property. STATE will transfer the quit claim deed to the MUNICIPALITY upon the execution of the Agreement by all parties. The MUNICIPALITY shall be solely responsible for those amounts due and owing for taxes, claims of record, and judgments to claimant, county, or city. Payment of the above sum by the MUNICIPALITY to the STATE shall relieve the STATE of all further obligations of claims on the Property and any further claims arising shall be the responsibility of the MUNICIPALITY and the STATE shall be held harmless by the MUNICIPALITY on any future claims, taxes or judgments on the Property.

3. The date of execution of this Agreement shall be the date when the same is signed on behalf of the MUNICIPALITY as set out below. Possession shall be deemed relinquished upon the STATE notifying the MUNICIPALITY in writing that the Property has been vacated by the STATE. Thereafter, the STATE shall not refuse the MUNICIPALITY entry or in any way hinder the MUNICIPALITY from entering and taking possession of the Property. The STATE agrees not to further encumber the Property in any manner, nor create any other interests therein. It is expressly understood that time is of the essence in this Agreement.

4. Until the MUNICIPALITY shall take possession and the STATE continues to occupy the property during such period, the STATE agrees to keep the Property free of damage and waste during such period.

5. The MUNICIPALITY agrees to pay all expenses for abstracts of title, release of mortgages, prepayment penalties and other closing costs, if required, for the Property.

6. This Agreement shall be binding on both parties as soon as it is signed by both parties and, in signing this contract, neither the STATE nor the MUNICIPALITY places any reliance upon any promises, verbal agreements or understanding except as set forth in this Agreement.







NE 1/4 SEC. 22 T4N R13E  
Sarpy County

1/4 Sec Line

1/4 Sec Line

1/4 Sec Line

1/4 Sec Line

Exist. State ROW

2011/08/15 10:45 AM - 222 127 87 57  
1/4 Sec Line

1/4 Sec Line

1/4 Sec Line

1/4 Sec Line

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16k.  
2/3/26

COUNCIL MEETING DATE: 02/03/2026		SUBMITTED BY: Harrison Johnson	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Agreement with Thiele Geotechnical for Water Park Surveying and Soils Testing

SYNOPSIS/BACKGROUND:

This agreement is with the Thiele Geotechnical for Water Park surveying and soils testing in order to ensure grading and construction contractors are meeting necessary specifications. The city reviewed several companies with Olsson to determine which company would be best fitted and determined Thiele is both best equipped and capable.

FISCAL IMPACT:: 158700 BUDGETED FUNDS?: yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Thiele Geotechnical Survey and Testing

CONTRACT EFFECTIVE DATE: 02/04/2026 CONTRACT TERM: Until construction completed CONTRACT END DATE:

PROJECT NAME: Bellevue Water Park

START DATE: 02/04/2026 END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff Recommends Approval of this Item

ATTACHMENTS:

- Thiele Proposal
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



13478 Chandler Road  
Omaha, Nebraska 68138-3716  
402.556.2171 Fax 402.556.7831  
www.thielegeotech.com

November 17, 2025

Harrison Johnson  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005

**RE: PROPOSAL FOR MATERIAL TESTING SERVICES  
BELLEVUE BAY WATERPARK BUILDING PACKAGE, BELLEVUE, NEBRASKA**

Enclosed is our proposal for material testing services on the Bellevue Bay Waterpark Building Package project located near South 10<sup>th</sup> Street and Hidden Valley Drive, Bellevue, Nebraska. The accompanying proposal describes the testing services that will be provided, the estimated cost, and the contract terms.

Thiele Geotech is a service oriented firm offering client focused geotechnical and material engineering from project start to finish. We have a capable staff who has experience with all of the testing required on this project.

Thiele Geotech is an accredited laboratory as required by virtually all governing agencies and specifications. Thiele Geotech participates in the AASHTO Materials Reference Laboratory (AMRL) program and the Cement and Concrete Reference Laboratory (CCRL) program. Our laboratory accreditation covers numerous test methods for the analysis of soils, aggregates, concrete, masonry and asphalt testing. Thiele Geotech has nationwide approval (validation) by the Department of the Army Corps of Engineers to provide construction materials testing.

We look forward to working with you on this project. If you have any questions, please call. If the accompanying proposal is acceptable, please return a signed copy to our office.

Respectfully,  
Thiele Geotech, Inc.

A handwritten signature in black ink that reads 'Raymond L. Brock'.

Raymond L. Brock

Enclosures

R:\PROPOSAL\BELLEVUE BAY WATERPARK PKG 2 TEST PROP.DOCX

**Material Testing Proposal  
Bellevue Bay Waterpark Building Package  
South 10<sup>th</sup> Street and Hidden Valley Drive  
Bellevue, Nebraska  
November 17, 2025**

Thiele Geotech, Inc. is pleased to submit our proposal for material testing services for the referenced project. The following sections detail our proposed scope of services. A breakdown of estimated costs and listing of applicable unit rates is attached in Exhibit A and the contract terms are attached in Exhibit B.

**SCOPE OF SERVICES**

Material testing on this project will consist of the following services:

1. Compaction tests on structural backfill and pavement subgrades
2. Test cementitious materials and make test specimens
3. Appurtenant laboratory tests on soil, aggregate and cementitious materials
4. IBC special inspections on foundations, structural fill, reinforced concrete, shotcrete, structural masonry, structural steel and precast field connections
5. Engineering consultation, reports, and project management

Test procedures and requirements will be as set forth in the plans and specifications. The frequency and locations of tests will be in accordance with the contract documents or as directed by the Architect/Engineer or field representative. Testing will be conducted on an "on-call" basis.

**ESTIMATED COST & BILLING**

Testing services will be billed monthly at the unit rates listed in Exhibit A. Any tests not listed will be billed at our normal fee schedule rates in effect at the time of the test. Based on the number of tests in Exhibit A, the total cost for testing services is estimated at \$158,700. This cost estimate is not intended as a not-to-exceed or lump-sum cost. The number of tests performed is highly dependent upon numerous factors beyond our control, including weather conditions, the contractor's schedule and performance, and the amount of discretionary testing requested. Consequently, the actual cost may be higher or lower than the estimated cost. We will bill only for the tests actually performed, and not on any lump sum or minimum cost basis.

**EXHIBITS**

- Exhibit A - Cost Estimate
- Exhibit B - General Conditions

**THIELE GEOTECH, INC.**

By:   
Joshua J. Kankovsky, P.E.

13478 Chandler Road

Omaha, Nebraska 68138-3716

402/556-2171 Fax 402/556-7831

CLIENT: \_\_\_\_\_

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

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

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

City, State: \_\_\_\_\_

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

## COST ESTIMATE

### Bellevue Bay Waterpark Building Package

Description	Estimated Quantity	Unit Rate	Estimated Cost
<b>Infrastructure Exterior Paving</b>			
Compaction Test (ea.)	66.0	50.00	3,300.00
Trip Charge - Zone 1 Metro Area (/trip)	20.0	80.00	1,600.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" Cyl)	87.0	110.00	9,570.00
Compressive Strength of Cylinder (ea.)	348.0	24.00	8,352.00
Trip Charge - Zone 1 Metro Area (/trip)	27.0	80.00	2,160.00
<b>Foundation Wall, Site Utilities and Water Piping Backfill</b>			
Compaction Test (ea.)	190.0	50.00	9,500.00
Drilling for Compaction Test (/ft.)	138.0	12.00	1,656.00
Trip Charge - Zone 1 Metro Area (/trip)	60.0	80.00	4,800.00
Sample Preparation/Reduction from Bulk Sample (ea.)	2.0	58.00	116.00
Sieve Analysis of Aggregate (ea.)	2.0	102.00	204.00
Standard Proctor (ea.)	2.0	215.00	430.00
Modified Proctor (ea.)	1.0	240.00	240.00
Atterberg Limits (/set)	2.0	108.00	216.00
<b>Waterpark Slabs on Grade, Elevated Slabs and Shotcrete</b>			
Compaction Test (ea.)	36.0	50.00	1,800.00
Trip Charge - Zone 1 Metro Area (/trip)	12.0	80.00	960.00
Special Inspector (/hr.)	68.0	102.00	6,936.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" Cyl)	74.0	110.00	8,140.00
Compressive Strength of Cylinder (ea.)	296.0	24.00	7,104.00
Compressive Strength of Grout/Gunite by Coring (ea.)	40.0	114.00	4,560.00
Trip Charge - Zone 1 Metro Area (/trip)	53.0	80.00	4,240.00
<b>Footings, Piers, Columns, Equipment Pads and Cast in Place Walls</b>			
Special Inspector (/hr.)	93.0	102.00	9,486.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" Cyl)	91.0	110.00	10,010.00
Compressive Strength of Cylinder (ea.)	364.0	24.00	8,736.00
Trip Charge - Zone 1 Metro Area (/trip)	87.0	80.00	6,960.00
<b>Structural Masonry</b>			
Special Inspector (/hr.)	25.0	102.00	2,550.00
Cast Grout Prisms (set of 4) (/set)	3.0	110.00	330.00
Compressive Strength of Grout Prism (ea.)	12.0	32.50	390.00
Trip Charge - Zone 1 Metro Area (/trip)	25.0	80.00	2,000.00
<b>Structural Steel and Precast Field Connections</b>			
Structural Steel Inspector (/hr.)	73.0	108.00	7,884.00
NDT Weld Inspection (includes equipment and consumables) (/hr.)	48.0	370.00	17,760.00
Trip Charge - Zone 1 Metro Area (/trip)	53.0	80.00	4,240.00
<b>Miscellaneous</b>			
Senior Engineer (/hr.)	50.0	248.00	12,400.00
Project Setup Fee	1.0	70.00	70.00
		Total	158,700.00

**Other Services**

Any item or category not listed will be billed at our normal Fee Schedule rate in effect at the time of service.

## GENERAL CONDITIONS

**1. SCOPE OF WORK:** Thiele Geotech, Inc. (including its officers, directors, employees and subconsultants, hereafter referred to as TG) shall perform the services described in the contract and shall invoice the client for those services at the Fee Schedule rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, the scope of services may change. TG will provide additional services at the contract Fee Schedule rates.

**2. ACCESS TO SITES, PERMITS, AND APPROVALS:** The client shall furnish TG with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.

**3. UTILITIES:** In the performance of its work, TG will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to hold TG harmless and indemnify TG for any claims, payments, or other liability, including attorney fees, incurred by TG for damage to any privately owned subsurface utilities or structures which are not correctly identified to TG.

**4. UNANTICIPATED HAZARDOUS MATERIALS:** It shall be the duty of the client to advise TG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by TG. If TG observes or suspects the existence of hazardous materials during the course of providing services, TG may, at its option, suspend further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TG, TG may, at its option, terminate this contract. It is understood and agreed that TG does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.

**5. REPORTS AND INVOICES:** TG will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client. TG may submit invoices to the client monthly and upon completion of services. Payment is due upon presentation of invoices and past due 30 days from the invoice date. Client agrees to pay a finance charge on past due invoices of 1.25 percent per month, but not exceeding the maximum rate allowed by law.

**6. OWNERSHIP OF DOCUMENTS:** All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test.

**8. CONFIDENTIALITY:** TG will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. TG will not disclose such information without the client's consent except to the extent required for; 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of TG against claims or liabilities arising from performance of services under this contract. TG's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. TG's technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.

**9. STANDARD OF CARE:** Services performed by TG under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing

under similar conditions. No other warranty, express or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that TG does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by TG, and that the data, interpretations, and recommendations of TG are based solely upon the data available to TG. TG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

**10. LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards, and benefits to both the client and to TG, the risks have been allocated such that the client agrees to limit TG's liability to the client and all other parties claiming to have relied on TG's work provided through the client to \$50,000 or TG's total fee for services rendered on this project, whichever is greater. This limitation of liability is a business understanding between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action except for willful misconduct or gross negligence.

**11. CONSEQUENTIAL DAMAGES:** Neither party, including their respective contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages. This mutual waiver of consequential damages shall include, but is not limited to: loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

**12. CLAIMS:** Client agrees that any claim for damages filed against TG by Client or any contractor or subcontractor hired directly or indirectly by Client will be filed solely against TG or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part. All claims by Client shall be deemed relinquished unless filed within one year after substantial completion of TG's services under this agreement.

**13. TERMINATION:** This contract may be terminated by either party upon 7 days prior written notice. In the event of termination, TG shall be compensated by client for all services performed up to and including the termination date and for the completion of such services and records as are necessary to place TG's files in order and/or protect its professional reputation. If either party terminates this contract, these General Conditions shall survive termination and shall remain enforceable between the parties.

**14. DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during or following this project, the client and TG agree that all disputes between them arising out of or related to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The client and TG also agree to include a similar mediation provision in all agreements with independent contractors and consultants thereby providing for mediation as the primary method for dispute resolution for all parties on the project.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TG's services.

**16. ASSIGNMENT:** Neither party under this contract may transfer or assign any rights under or interests in this contract without the prior written consent of the other party.

**17. PROVISIONS SEVERABLE:** In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

161.  
2/3/2026

COUNCIL MEETING DATE: 02/03/2026		SUBMITTED BY: Finance, CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve and execute the Federal Award Agreement and necessary assurance for the City of Bellevue to receive Economic Development Initiative Community Project Funding FY-24 funding in the amount of \$1,729,655.00

SYNOPSIS/BACKGROUND:

The City of Bellevue submitted an application and was awarded assistance through the Community Project Funding for Fiscal Year 2024 funding for the Bellevue Public Library Renovations and Parking Lot/Sidewalk Improvements. The funds will be used to complete parking lot and sidewalk improvements to enhance accessibility, safety and functionality for the library building. A notification of award and grant agreement transmittal letter was received on January 23, 2026. The grant agreement and attachments must be approved and submitted to HUD for review and approval.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve and execute the HUD FY-24 Community Project Funding Grant in the amount of \$1,729,655.00 and authorize staff to submit the funding agreement to HUD and make minor amendments to comply with federal regulations.

ATTACHMENTS:

- |                                  |                                   |                         |
|----------------------------------|-----------------------------------|-------------------------|
| 1. HUD Letter - 2024 Grant Award | 2. Federal Award Agreement/14.251 | 3. SF-424, 424B, 424D   |
| 4. <input type="text"/>          | 5. <input type="text"/>           | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Willis*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

OMAHA

Edward Zorinsky Federal Building, 1616 Capitol Avenue, Suite 329, Omaha, NE, 68102-4908

01/23/2026

Rusty Hike  
Mayor  
City Of Bellevue, NE  
1500 Wall Street,  
Bellevue, NE, 68123

**SUBJECT: Fiscal Year 2024 Grant Agreement Transmittal**

Dear Rusty Hike:

The OMAHA Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities through the Department of Housing and Urban Development (HUD) programs.

One Grant Agreement is attached for each program awarded as follows:

Community Project Funding	\$1,729,655.00
---------------------------	----------------

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<b>Total FY 2024 Award</b>	<b>\$1,729,655.00</b>
----------------------------	-----------------------

**Federal Award Agreement**

You are reminded that you, as grantee, are solely responsible for ensuring that all grant funds [used by you or any subgrantees] are used in accordance with your approved Grant Package. By executing the Federal Award Agreement, you are entering into a legally binding agreement with HUD to use the awarded funds and carry out the funded activities in accordance with all Federal statutes, regulations, Federal Register notices, and award terms and conditions that apply to those funds and activities.

HUD congratulates City Of Bellevue, NE on your grant award(s), and we look forward to assisting you in accomplishing your program goals. If you have any questions or need further information or assistance, please contact your assigned Field Office representative or email our Office at OmahaCPF@hud.gov.

Sincerely,

*Erica M. Jones*

Erica M. Jones  
Associate Deputy Assistant Secretary for Economic  
Development (Acting)

Enclosure(s)

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT  
FEDERAL AWARD AGREEMENT**

**A. General Federal Award Information**

1. Recipient name (must match Unique Entity Identifier name) and address: City Of Bellevue, NE	12. Assistance listing number and title: 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous grants
2. Recipient's Unique Entity Identifier: MGFGXEFM3353	13. Amount of federal funds obligated by this action: \$1,729,655.00
3. Tax Identification Number: 476006099	14. Total amount of federal funds obligated: \$1,729,655.00
4. Federal Award Identification Number (FAIN): B-24-CP-NE-1363	15. Total approved cost sharing (if applicable):
5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guarantee <input type="checkbox"/>	16. Total federal award amount, including approved cost sharing: \$1,729,655.00
6. Period of performance start and end dates: 08/13/2024 - 08/31/2032	17. Budget approved by HUD: \$1,729,655.00
7. Budget period start and end dates: 08/13/2024 - 08/31/2032	18. Fiscal year: FY 2024
8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> #	19. Statutory authority: FY 2024 Consolidated Appropriations Act
9. Indirect cost rate (per § 200.414): %	20. Applicable appropriations act(s): FY 2024 Consolidated Appropriations Act
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	21. Notice/notice of funding opportunity this award is made under (if applicable): Not Applicable
11. Administering official name and contact information:  Dominique Waters, CPD Field Office Director	22. Program regulations (if applicable):  Not Applicable
23. Federal award description:  <ul style="list-style-type: none"> <li>• Addendum 1. Policy Requirements</li> <li>• Addendum 2. Program-Specific Requirements</li> <li>• Addendum 3. Indirect Cost Rate Schedule</li> </ul>	

and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

## ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended ([8 U.S.C. 1601-1646](#)) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, [Executive Order 14218](#), or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

Historic Preservation Act which prohibits anticipatory demolition or significant harm of historic properties prior to completion of the historic preservation review process known as Section 106 review.

7. **Section 3 Requirements (24 CFR Part 75).** The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year.
8. **Uniform Relocation Assistance and Real Property Acquisitions Policies Act.** Unless the Grantee is a Federally recognized Tribe, the Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.
9. **Generally Applicable HUD requirements (24 CFR Part 5, subpart A and 24 CFR 1000.12).** Grantees and their subrecipients must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. Grants to Tribes and TDHEs are subject to the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a).
10. **Suspension and Debarment.** The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.
11. **Drug-Free Workplace.** The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).
12. **Trafficking in Persons.** The Grantee must comply with the award term in Appendix A of 2 CFR part 175, which is also included in the applicable Community Project Funding Grant Guide.
13. **Conflicts of Interest.** In the procurement of property or services by recipients and subrecipients, the conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c) shall apply. In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), recipients and subrecipients must follow the requirements contained in paragraphs ii-v of the "Conflict of Interest" section in the applicable Community Project Funding Grant Guide.
14. **Lead Based Paint Requirements.** If grant funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, the Grantee must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).
15. **Program Income Conditions.** In accordance with 2 CFR 200.307, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs

**ADDENDUM 3. INDIRECT COST RATE SCHEDULE**

As the duly authorized representative of the Grantee, I certify that the Grantee:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
	%	

**Instructions for the Recipient:**

The Recipient must mark the one (and only one) checkbox above that best reflects how the Grantee’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

**Project Scope:**

The Bellevue Public Library Renovation and Expansion Project will create a new, fully accessible public library facility located at 2206 Longo Drive, Bellevue, NE. The completed facility will be 23,000 square feet, fully ADA-accessible with improved collections accessibility through user-friendly storage and access, multi-purpose programming space for community meetings and individual gatherings, enhanced technology that will have a positive economic impact by assisting with workforce and small business development, and reduce energy use intensity by incorporating environmentally friendly construction methods in the overall design. The CPF grant funds will be used for the library parking and sidewalk improvement to enhance accessibility, safety and functionality of the facility. The sidewalk improvements will also include reconstruction of an 8' trail and ADA compliant curb ramps along Harvell Drive to provide safe pedestrian travel routes along Harvell Drive from Fort Crook Road to approximately 400' east of Longo Drive. The pedestrian-friendly traffic light at Longo Drive will lead to the facility parking lot which will be reconstructed for safety and accessibility by incorporating dedicated marked walkways and clear signage to separate foot traffic from vehicles.

**Project Description:**

The Bellevue Public Library Renovation and Expansion project will establish a new, fully accessible 23,000-square foot public facility that will enhance the quality of life and provide an environment that lends itself to educational opportunities, literacy programs, social networking, expanded economic opportunities, and exposure to computers and technology. The project is in a low- and moderate-income Census Tract as identified by HUD, and has eight elementary schools, one middle school, and two high schools within a two-mile radius of the site. The location is also easily accessible for military families connected to nearby Offutt Air Force Base. A feasibility study found the current library as in adequate in size to serve the current population which is growing and out of date. An enhanced library will be fully ADA-accessible with improved collections accessibility through user-friendly storage and access, multi-purpose programming space for community meetings and individual gatherings, enhanced technology that will have a positive economic impact by assisting with workforce and small business development, and reduce energy use intensity by incorporating environmentally friendly construction methods in the overall design. A library parking lot can reasonably be considered part of a library renovation if the improvements enhance accessibility, safety, or overall functionality of the facility. Parking lots are often integral to public access-especially for individuals with mobility issues, families with young children, or community members in areas with limited public transit. Renovating or expanding the library without addressing outdated or inadequate parking infrastructure could limit the impact of those improvements. Therefore, if the renovation project aims to modernize and improve the user experience of the library, inclusion of the parking lot can be justified as a necessary component of the broader renovation effort. The City will continue to prepare this project to be shovel ready and move forward when funding is available.

A library parking lot can reasonably be considered part of a library renovation if the improvements enhance accessibility, safety, or overall functionality of the facility. Parking lots are often integral to public access-especially for individuals with mobility issues, families with young children, or community members in areas with limited public transit. Renovating or expanding the library without addressing outdated or inadequate parking infrastructure could limit the impact of those improvements. Therefore, if the renovation project aims to modernize and improve the user experience of the library, inclusion of the parking lot can be justified as a necessary component of the broader renovation effort.

**APPROVED BUDGET**

**SF424 – ESTIMATED FUNDING**

Funding Name	Amount
NO_VALUE	NO_VALUE

**CPF – ESTIMATED FUNDING**

Funding Source	Estimated Funding
NO_VALUE	NO_VALUE

**Assistance  
Award/Amendment**

**U.S. Department of Housing  
and Urban Development**  
Office of Administration

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment											
3. Instrument Number B-24-CP-NE-1363	4. Amendment Number	5. Effective Date of this Action 08/13/2024	6. Control Number										
7. Name and Address of Recipient City Of Bellevue, NE 1500 Wall Street, Bellevue, NE 68123  EIN: 476006099 UEI: MGFGXEFM3353		8. HUD Administering Office CPD, Congressional Grants Division 451 7th Street, SW, Rm 7146 Washington, DC 20410-7000											
		8a. Name of Administrator	8b. Telephone Number 4024923148										
10. Recipient Project Manager		9. HUD Government Technical Representative Greg Cecil											
11. Assistance Arrangement <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input checked="" type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13. HUD Payment Office Chief Financial Officer											
14. Assistance Amount		15. HUD Accounting and Appropriation Data											
<table border="1"> <tr><td>Previous HUD Amount</td><td></td></tr> <tr><td>HUD Amount this Action</td><td>\$1,729,655.00</td></tr> <tr><td>Total HUD Amount</td><td>\$1,729,655.00</td></tr> <tr><td>Recipient Amount</td><td></td></tr> <tr><td>Total Instrument Amount</td><td>\$1,729,655.00</td></tr> </table>		Previous HUD Amount		HUD Amount this Action	\$1,729,655.00	Total HUD Amount	\$1,729,655.00	Recipient Amount		Total Instrument Amount	\$1,729,655.00	15a. Appropriation Number	15b. Reservation Number EDE 24
Previous HUD Amount													
HUD Amount this Action	\$1,729,655.00												
Total HUD Amount	\$1,729,655.00												
Recipient Amount													
Total Instrument Amount	\$1,729,655.00												
		Amount Previously Obligated											
		Obligation by this Action											
		Total Obligation											

16. Description  
Public Library Renovation and Expansion

**Instructions:**

NO PROJECT FUNDS may be committed to the project or drawn down prior to environmental release of funds approval.

Locate your nearest HUD Regional Environmental Officer at

<https://www.hudexchange.info/programs/environmental-review/hud-environmental-staff-contacts/-region-i-regional-and-field-environmental-officers>.

Disclaimer: The information on this form is to be used only for purposes of recordkeeping and facilitating communication between the Recipient identified in box 7 above (which is also referred to as the "Grantee") and the U.S. Department of Housing and Urban Development ("HUD") in relation to the award identified above ("this award").

This document does NOT constitute the grant agreement for this award.

The terms and conditions for this award are as specified in the Grant Agreement signed by HUD and the Grantee

17. <input type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.	18. <input checked="" type="checkbox"/> Recipient is not required to sign this document.
19. Recipient (By Name):	20. HUD (By Name):

<b>Application for Federal Assistance SF-424</b>				
<table border="1"> <tr> <td> <b>* 1. Type of Submission:</b>            Preapplication  <input checked="" type="checkbox"/> Application            Changed/Corrected Application         </td> <td> <b>* 2. Type of Application:</b>  <input checked="" type="checkbox"/> New            Continuation            Revision            * Other (Specify):         </td> <td> <b>* If Revision, select appropriate letter(s):</b> </td> </tr> </table>		<b>* 1. Type of Submission:</b> Preapplication <input checked="" type="checkbox"/> Application Changed/Corrected Application	<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New Continuation Revision * Other (Specify):	<b>* If Revision, select appropriate letter(s):</b>
<b>* 1. Type of Submission:</b> Preapplication <input checked="" type="checkbox"/> Application Changed/Corrected Application	<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New Continuation Revision * Other (Specify):	<b>* If Revision, select appropriate letter(s):</b>		
<b>* 3. Date Received:</b>	<b>4. Applicant Identifier:</b>			
<b>5a. Federal Entity Identifier:</b> B-24-CP-NE-1363	<b>5b. Federal Award Identifier:</b>			
<b>State Use Only:</b>				
<b>6. Date Received by State:</b>	<b>7. State Application Identifier:</b>			
<b>8. APPLICANT INFORMATION:</b>				
<b>* a. Legal Name:</b> City Of Bellevue, NE				
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 476006099	<b>* c. Organizational DUNS:</b> MGFGXEFM3353			
<b>d. Address:</b>				
<b>* Street1:</b> 1500 Wall Street <b>Street2:</b> <b>* City:</b> Bellevue <b>County/Parish:</b> <b>* State:</b> NE <b>Province:</b> <b>* Country:</b> USA: UNITED STATES <b>* Zip / Postal Code:</b> 68123				
<b>e. Organizational Unit:</b>				
<b>Department Name:</b>	<b>Division Name:</b>			
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>				
<b>Prefix:</b> <b>Middle Name:</b> <b>* Last Name:</b> <b>Suffix:</b>	<b>* First Name:</b>			
<b>Title:</b>				
<b>Organizational Affiliation:</b>				
<b>Telephone Number:</b>	<b>Fax Number:</b>			
<b>* Email:</b>				

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
* a. Applicant Flood	* b. Program/Project NE-01
Attach an additional list of Program/Project Congressional Districts if needed. N/A	
<b>17. Proposed Project:</b>	
* a. Start Date: 08/13/2024	* b. End Date: 08/31/2032
<b>18. Estimated Funding (\$):</b>	
* a. Federal * b. Applicant * c. State * d. Local * e. Other * f. Program Income * g. TOTAL	
<b>19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on- <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input type="checkbox"/> c. Program is not covered by E.O. 12372.	
<b>* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", provide explanation and attach	
<b>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)</b> <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix: Middle Name: * Last Name: Suffix:	* First Name:
* Title:	
* Telephone Number:	Fax Number:
* Email:	
* Signature of Authorized Representative:	* Date Signed:

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## ASSURANCES - CONSTRUCTION PROGRAMS

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As the duly authorized representative of the applicant, I certify that the applicant:

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2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

January 29, 2026

**Administration**

- Ongoing planning sessions for NC3 project.
- United Cities weekly meetings.
- Meeting with Legislative delegation and County Mayors to discuss upcoming session.
- Mattel Licensing agreement discussion.
- Land option meeting for city property in Ent. District.
- Meeting with prospect for South Shop to finalize agreement and timelines.
- Board of Equalization meeting.
- Attend D.A.R.E. graduation.
- Meeting to review Insurance needs.
- Attended and presented MAPA meeting for Housing.
- NDOT discussions for Ent. District.
- PHFADA board meeting.
- Attended MAPA board meeting.
- Meeting to discuss medical disability retirement for city employee.
- Inland Port Authority meeting.
- Attended Employee Luncheon and service recognition.
- Attended city and county economic development meeting.
- Meeting with Bellevue Food Pantry to review future plans and timelines.
- Meeting with Planning and Finance to review SIDs for future annexation.
- Meeting with Lockwood development to review plans on two sites.
- Weekly United City meeting.
- Meeting with Jim Janicki regarding Senior Center.
- Meeting with business prospect for Ent. District.

**Permits:**

- 363 addresses with permits issued in December 2025
- December 2025 inspections: 825

**Planning:**

- Completed the Housing Resilience Plan with RDG consulting
- Met with a developer on a new industrial/flex development
- Met with a multi-family developer
- Attended MAPA housing forum

CITY OF BELLEVUE  
ADMINISTRATION REPORT

**Library: ( See Attached)**

**Fire: (See Attached)**

**Finance(See Attached)**

**Police ( See Attached)**



We Influence The World!

City of Bellevue  
Library

2206 Longo Dr., Suite 100 • Bellevue, Nebraska • 68005 • 402-293-3157

**M e m o**

**To: Jim Ristow, City Administrator**

**From: Julie Dinville, Library Director**

**Date: 1/28/2026**

- The Bellevue Public Library Foundation has been running a Snuggle Up and Read raffle during the month of January. The raffle includes a book-themed quilt that was donated by a patron. The public can get raffle tickets for a \$1 donation. Drawing for the winner will be held on Monday, Feb. 2. KMTV news featured the fund-raiser in a segment that aired the week of Jan. 20<sup>th</sup>.
- The Bellevue Public Library Advisory Board met for their regular monthly meeting on Wednesday, Jan. 21. Among the agenda items, the Board worked on preliminary proposals for a Strengths, Weaknesses, Threats, and Opportunities (SWOT) analysis that will be included in the state accreditation application that the library will make in September 2026.
- Among other activities offered for children in January was Kids in the Kitchen: Alphabet Soup. For Kids in the Kitchen, a monthly ongoing program for youths K-6<sup>th</sup> grades, families pick up the kits and then make the recipes at home, usually participating together via Zoom. The vegetable soup was a perfect activity for a cold winter's day. Also, in January youth could participate in the Maker Lab, fashioning their own initials out of string art. In addition to storytimes, young children could take part in the Pre-K Steam activity on Jan. 12, using a paper plate, tape and straws to create a maze run for a bouncy ball.
- Adult patrons had an opportunity to make a Beach Zen Garden in the Making Moments class held on Jan. 9 or create pin-on buttons to suit their own style in the Retro Remix program on Jan. 22. On Saturday, Jan. 31, the library will be participating in the National Seed Swap Day, offering a chance for persons to come in and swap seeds from 12 noon to 3 p.m. (bringing seeds is not a requirement to participate). Nebraska Extension agents will be on hand to help answer gardening questions.
- In January, teen patrons had an opportunity to participate in ArtVibe, making mosaic tile coasters in a drop-in activity held in the teen space. Also during the month, pop-up events included Journal Studio: Wax Seals and diamond painting and Book Bedazzling, using rhinestone gems to make one-of-a-kind art out of books.
- Both the children's and the teen areas of the Youth Services Department have ongoing book challenges for young patrons. The School Year Reading Challenge is for children ages 0-6. They can pick up a reading log at the Children's desk to track their reading. Monthly incentives are provided for goals that are met. For teens there is a 100 Books Challenge. Participating teens earn rewards for every 25 books that they read, with a goal of reaching 100 books before graduating from high school. Teens register and receive their challenge log at the Teen service desk.
- Children have had an opportunity to share a favorite memory in January by filling out a memory link which is added to a growing paper chain on display in the children's area.



# City of Bellevue

## Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### Bellevue Fire Department Council Report

Report Date 1/27/2026

#### A. General Items:

- QA/QI
- Local agencies are making preparations to launch PulsePoint, the app that notifies people when there are CPR situations in their area
- Quarterly chest pain committee meeting at UNMC next week
- Completed training for new website. Continuing work on learning and preparing for launch
- Quarterly EMS Committee meeting 2-9
- Quarterly stroke committee meeting 2-12

#### B. Training:

- Ice rescue training
- Standard Operating Procedures and Guidelines review.
- Cold weather firefighting review
- EMS burn scenario review
- Run reviews with Dr. Ernest

#### C. Inspections:

- Plan review remodel Walmart 10504 S. 15<sup>th</sup> St.
- Plan review remodel 3802 Raynor Pkwy Ste 201.
- Plan review 15705 Harlan Lewis Rd. Bldg. 700.
- Plan review fire alarm 2009 Franklin St.
- Plan review fire alarm 8802 S. 36<sup>th</sup> St.
- Fire sprinkler plan review 8806 S. 36<sup>th</sup> St.
- 2207 Georgia Ave Annual DHHS Inspection – CO delivered
- 2030-32 Gregg Rd Fire Final
- 4700 Giles Rd One World Annual DHHS Inspection - CO delivered
- Bellevue West Fire Alarm test out
- Bellevue West Fire Final entire project





## City of Bellevue

Fire Department

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- Culvers Fire Final
- AutoZone Fire Final-follow up
- Hillcrest Fire watch follow u

### D. Fire Prevention/Public Education

- 4 new Smoke and CO detector installs
- 1 Detector battery replacement visits
- 2 Whole house detector swap outs.
- 1 Birthday drive by

### E. Calls: December 26<sup>th</sup> through January 26<sup>th</sup>

Fire – 63

Rescue – 518

### F. Ambulance Billing

December 1-31,2025

\$ 335,451.60 in claims sent to health insurance companies December 1-31, 2025 (391 insurance claims).

<\$150,953.22> approximate amount we will have to write off due to mandatory adjustments/write-offs  
(45% of \$335,451.60)

=====

\$ 184,498.38 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$138,323.49 deposited into the bank December 1-31, 2025

8,379.18 additional revenue in Credit/Debit/HSA card payments

=====

\$146,702.67 TOTAL December 1-31, 2025 rescue fee revenue

\$ 384,731.50 This figure represents the total “patient responsibility” balance due, as of 12.31.25, for the past 30-180 days.



# City of Bellevue

## Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### F. Manpower Report Staffing

#### Staffing Report from 12/29/2025 through 1/4/2026

Monday	AM	T31	3 Person
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	T31	3 Person
Wednesday	PM	Full	
Thursday	AM	Full	
Thursday	PM	Full	
Friday	AM	Full	
Friday	PM	Full	
Saturday	AM	Full	T31 Closed
Saturday	PM	Full	
Sunday	AM	Full	
Sunday	PM	Full	

#### Staffing Report from 1/5/2026 through 1/11/2026

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	Full	
Wednesday	PM	Full	
Thursday	AM	E41	3 Person
Thursday	PM	Full	
Friday	AM	Full	
Friday	PM	E41	3 Person
Saturday	AM	Full	T31 Closed
Saturday	PM	E1, T21, E41	3 Person
Sunday	AM	E1, E41	3 Person
Sunday	PM	E1	3 Person



# City of Bellevue

## Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### Staffing Report from 1/12/2026 through 1/18/2026

Monday	AM	E21, T31	3 Person	
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	T21	3 Person	
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	Full		
Friday	PM	E21, T31	3 Person	
Saturday	AM	E41, T31	3 Person	
Saturday	PM	T21	3 Person	E1 Closed
Sunday	AM	E1, T21, E31	3 Person	
Sunday	PM	Full		

### Staffing Report from 1/19/2026 through 1/25/2026

Monday	AM	Full		
Monday	PM	Full		
Tuesday	AM	E1	3 Person	
Tuesday	PM	T21	3 Person	
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	Full		
Friday	PM	Full		
Saturday	AM	E41	3 Person	
Saturday	PM	Full		
Sunday	AM	Full		
Sunday	PM	Full		

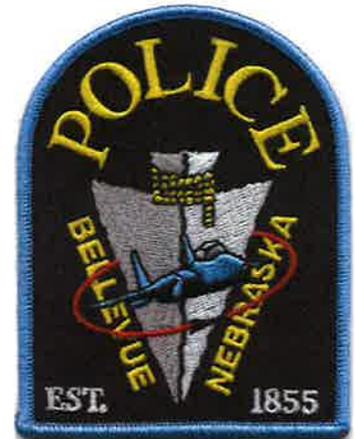
# ***BELLEVUE POLICE DEPARTMENT*** **MEMORANDUM**

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: December 2025 / January 2026 Directors Report

DATE: October 14, 2025



- 12/01 – Mayor’s Youth Council
- 12/02 – City Council Meeting
  - Board of Equalization
- 12/08 – Holiday Heroes
- 12/12 – National Policing Institute Executive Fellows Meeting
- 12/15 – Meeting with Lt.Col. 55<sup>th</sup> Security Forces
- 12/16 – City Council Meeting
- 12/18 – Nebraska Law Enforcement Academy Graduation Key Note
- 01/05 – Community Roundtable – Bellevue Library
  - Mayor’s Youth Council
- 01/09 – Police Chiefs Association of Nebraska – Legislative Call
- 01/12 – 01/20 – Acting City Administrator
  - City Council Meeting
- 01/20 – Nebraska Traffic Stop Data and Analysis Advisory Board Meeting
- 01/27 – Mayor’s Youth Council
  - Luncheon with Omaha Police Chief Schmaderer



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City of Bellevue  
Public Works Administration  
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

## Public Works Director's Report

January 30, 2026

*Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.*

### ***Public Works Administration:***

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- Working with Consultant to develop PW Dept Strategic Plan
- Closing out 2025 Project, Programming and bidding 2026 Projects
- Reviewing and preparing projects for 2026/27 Budget Year
- Reviewing various Traffic concerns

### ***Engineering:***

---

- Various project management projects
  - 2025 Concrete Rehab Projects
  - Mission Ave Streetscape Project
  - Haworth Park and Bluff Street Lift Station Project
- Planning and P&I plan review as needed
- Projecting 2026 Projects and getting Proposals for Engineering work

### ***Parks & Recreation:***

---

- Winter Programs underway, preparing for Spring and Summer Programs
- Playground Inspections and Mulching
- Tree Trimming and Removal as Needed

### ***Street Maintenance:***

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- Repairing signs and facilities damaged in recent windstorms

- Pothole repairs
- Sign and signal repairs
- Winter Road Maintenance and Storm Season

***Waste Water:***

---

- Jetting
- Lift station inspections
- Projects let and awarded
  - CIPP Construction Work
  - Bluff Street Lift Station plan
  - Haworth Park Lift Station plan review
- Prevent maintenance on vehicles and preparing for cold weather season

***Fleet:***

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- Typical City vehicle maintenance
- Annual Maintenance of warm weather equipment
- Assisting departments in purchasing of Capital funded vehicles

***Building Maintenance:***

---

- Misc Painting jobs
- Typical maintenance all city facilities
- Winter Indoor Work