

## Bellevue City Council Meeting

Tuesday, July 7, 2026 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Paul Gardner, First City Church, 1908 Lloyd Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda *(Items marked with an (\*) are approved where this item is, unless otherwise removed)*
    1. (\*) Approval of the June 16, 2026 City Council Minutes.
    2. (\*) Acknowledge receipt of June 25, 2026 Planning Commission Minutes.
6. APPROVAL OF CLAIMS - July 7, 2026
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
  - a. (\*) Approve the reappointment of Ann Moore to the Bellevue Library Advisory Board for a 5-year term ending June 2031.
  - b. (\*) Approve the appointment of Amanda Herall to the Bellevue Planning Commission to serve the remaining term of Garrett Sims ending August 2027. (Mayor Hike)
  - c. (\*) Approve changing the beginning time of August 4, 2026 City Council meeting from 6:00 p.m. to 4:30 p.m., so City Council may attend the National Night Out Event. (City Administrator)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES:
  - a. Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of an application for a Class "C" Liquor License to sell beer, wine, and spirits, on and off sale, for T Marie LLC dba "Chandler Bar" located at 2617 Chandler Road W. Bellevue, NE 68147, and Tina Goodspeed as Manager; and for a temporary operating permit. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
  - a. Ordinance No. 4219: Request to rezone Lot 1, Quail Crossing Replat 1, being a replat of Lots 6, 7 and Outlot A, Quail Crossing from BG and RG-20 to RG-20-PS for the purpose of a multi-family residential development, with site plan approval. Applicant: Quail Crossing, LLC. General location: South 45th Street and Hwy 370. (Planning Director)
    1. Preliminary plat Lot 1 Quail Crossing Replat 1. **(No Action Required)**
  - b. Ordinance No. 4220: Prohibiting the operation of off-road recreational vehicles on public property in the city. (Police Department/Legal)
13. ORDINANCES FOR INTRODUCTION (1st reading): NONE
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
  - a. Recommend approval of application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 14, 2026 at Bellevue Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 15, 2026, on Mission Avenue and at Washington Park from 6:00 a.m. to 3:00 p.m. (City Clerk)
  - b. Recommend approval of an Event License Application for Kevin Power to hold a Private Fundraiser for the Bellevue Food Pantry at 108 Fox Meadow Court on July 25, 2026 from 7

p.m. to 12:00 a.m. (music from 8 p.m. to 11 p.m.).

15. RESOLUTIONS:

- a. Resolution No. 2026-12: Approve and authorize the Mayor to sign the Construction Engineering Services Agreement with Alfred Benesch & Company for the Major Street Resurfacing Project, in an amount not to exceed \$292,988.86 and authorize the Mayor to sign. (Public Works Director)
- b. Resolution No. 2026-13: Approve and authorize the Mayor to sign the Professional Services Agreement with Alfred Benesch & Company for the Active Mobility Plan Project, in an amount not to exceed \$51,999.29 and authorize the Mayor to sign. (Public Works Director)

16. CURRENT BUSINESS:

- a. \* Approve and authorize the Mayor to sign the Program 305 Agreement with the Nebraska Department of Transportation (NDOT) to provide partial funding of the city's Specialized Transportation Program. (Human Services)
- b. Approve and authorize the Mayor to sign the Service Order Agreement with Fastwyre to install fiber and service for the Fire Department Training Site, in an amount not to exceed \$212.60/month. (Fire Chief)
- c. Approve and authorize the Mayor to sign the MOU with the City of Bellevue and Bellevue Chamber of Commerce and Community to establish five first aid stands to be located in American Heroes Park, Everett Park, Lookingglass Park, Stonecroft Park, and Washington Park. (City Clerk)
- d. Approve and authorize the Mayor to sign the US Department of Veterans Affairs Lease Amendment extending their lease by 12 months to January 2029, in an amount not to exceed \$238,500.00. (Administration)
- e. Approve and authorize the Mayor to sign the Client Services Agreement with Arthur J. Gallagher Risk Management Services LLC and to appoint Gallagher as the City of Bellevue's Broker of Record for property, casualty insurance, event insurance and workers compensation (insurance coverage other than employee benefits, in an amount not to exceed \$40,000.00. (Finance/Risk Manager)
- f. Approve the Tax Supported Debt Management Policy, a policy for the issuance, management and repayment of tax-supported debt. (Finance Director)
- g. Approve and authorize the Mayor to sign the Estimate Contract with Ecoturf Playground Surfacing for Thompson Park Playground resurfacing, in an amount not to exceed \$64,340.96. (Public Works Director)
- h. Approve and authorize the Mayor to sign the Proposal with Holland Basham Architects for the design of the American Heroes Park Restrooms, in an amount not to exceed \$110,340.00. (Public Works Director)
- i. Approve and authorize the Mayor to sign the Project Proposal with Omaha Public Power District (OPPD) for the SCCWWA Lift Station Project in the Entertainment District, in an amount not to exceed \$63,194.00. (Public Works Director)
- j. Approve and authorize the Mayor to sign the final payment application with Omni Engineering for the 2025 Overlay Projects, in the amount of \$68,170.49; Approve and authorize the Mayor to sign the Final Change order, in an amount of -99,618.50; Approve project as substantially complete and accept final project quantities. (Public Works Director)
- k. Approve the change in ownership to Zach Link and Alicia Link for the re-dedication of the Permanent Sanitary Sewer and Storm Sewer Easements for Lot 1 Fontenelle Hills Estates IV. (Public Works Director)
- l. Approve and authorize the Mayor to sign the Proposal with Holland Basham Architects for the American Heroes Park Amphitheater Design, in an amount not to exceed \$284,760.00. (Public Works Director)
- m. Approve and authorize the Mayor to sign Change Order 1 for \$23,142.26 and Change Order 2 for \$21,824.00 with Heimes Construction from damage at work site on the 1507 Cobblestone Lane Circle Storm Sewer Emergency Repair Project, for a total amount not to

exceed \$44,966.26. (Public Works Director)

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

18. CLOSED SESSION: NONE

19. ADJOURNMENT

# MINUTE RECORD

\*5b1.  
7/7/2026

Bellevue City Council Meeting, June 16, 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 June 16, 2026 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw. Absent: none.

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

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

## **PLEDGE OF ALLEGIANCE AND INVOCATION**

Mayor Hike led in the Pledge of Allegiance. Reverend Martha Slocombe, First Presbyterian Church of Bellevue, 1220 Bellevue Boulevard South, provided the invocation.

## **OPEN MEETINGS ACT**

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

## **APPROVAL OF THE AGENDA:**

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

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

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

**Motion** was made by Casey, seconded by Preister, to approve the consent agenda consisting of the following item: Acknowledge receipt of the April 14, 2026 Tree Board Minutes; Acknowledge receipt of the May 28, 2026 Planning Commission Minutes; Approval of the June 2, 2026 Board of Equalization (BOE) Minutes; Approval of June 2, 2026 City Council Minutes; and Recommend the following re-appointments to the Tree Board Committee serving four-year terms as specified — Scott Evans, ending May 2030; Deborah Woracek, ending May 2030; Robert Clatterbuck, ending April 2030; and Kay Hegler, ending May 2030.

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

## **APPROVAL OF CLAIMS:**

**Motion** was made by Preister, seconded by McCaw, to approve June 16, 2026 Claims. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

## **SPECIAL PRESENTATIONS: NONE**

## **ORGANIZATIONAL MATTERS: NONE**

## **APPROVED CITIZEN COMMUNICATION: NONE**

## **LIQUOR LICENSES: NONE**

## **ORDINANCES FOR ADOPTION: (3rd Reading): NONE**

## **ORDINANCES FOR PUBLIC HEARING: (2nd Reading): NONE**

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

**Ordinance No. 4219: Request to rezone Lot 1, Quail Crossing Replat 1, being a replat of Lots 6, 7 and Outlot A, Quail Crossing from BG and RG-20 to RG-20-PS for the purpose of a multi-family residential development, with site plan approval and preliminary plat Lot 1 Quail Crossing Replat 1. Applicant: Quail Crossing, LLC. General location: South 45th Street and Hwy 370. (Planning Director)**

Ordinance No. 4219: An ordinance to amend the Official Zoning Map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4207 by changing the zone classification of land located at or about South 42nd Street and Hwy 370, more particularly described in Section 1 of the ordinance and to provide an effective date was read for first time by title one.

# MINUTE RECORD

Bellevue City Council Meeting, June 16, 2026, Page 2

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

**Ordinance No. 4220: Prohibiting the operation of off-road recreational vehicles on public property in the city. (Police Department/Legal)**

Ordinance No. 4220: An ordinance to amend Chapter 20, of the Bellevue Municipal Code by adding a new Article V, Sections 20-46 through 20-51 to prohibit the operation of off-road recreational vehicles upon the public streets, alleys, sidewalks, bikeways, trails, and other public property of the city; providing definitions; providing exceptions; providing for penalties; providing for severability; and providing an effective date was read for first time by title only.

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

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

**Request to final plat Lot 1, Roth's Anderson Grove, Replat 1, being a platting of Lot 1, Roth's Anderson Grove, and Tax Lot 18A1B2B, Except Right-of-Way, located in the Northeast 1/4 of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Foundations Development, LLC. General Location: NW Corner of S 36th St & Granada Pkwy. (Planning Director)**

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

Mr. Robert Woodling, 1886 S. 126<sup>th</sup> Street, Omaha, stated he was with Foundations Development and was present to answer any questions.

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Collins, seconded by Welch, to approve the request to final plat Lot 1, Roth's Anderson Grove, Replat 1, being a platting of Lot 1, Roth's Anderson Grove, and Tax Lot 18A1B2B, Except Right-of-Way, located in the Northeast 1/4 of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Foundations Development, LLC. General Location: NW Corner of S 36th St & Granada Pkwy.

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

**RESOLUTIONS: NONE**

**CURRENT BUSINESS:**

**Approve and authorize the Mayor to sign the Sarpy Douglas Law Enforcement Academy (SDLEA) Interlocal Agreement for a term, ending 9/30/2028.**

**Motion** was made by Casey, seconded by Collins, to approve and authorize the Mayor to sign the Sarpy Douglas Law Enforcement Academy (SDLEA) Interlocal Agreement for a term, ending 9/30/2028.

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

**Approve and authorize the Mayor to sign the Agreement to Amend Final Plat Pedestrian Access Easement Belle Lago Replat 2. (Planning Director)**

**Motion** was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the Agreement to Amend Final Plat Pedestrian Access Easement Belle Lago Replat 2. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Agreement with Felsburg Holt & Ullevig (FHU) engineering services for the retiming of traffic signals along Highway 370, from 48th Street to Arboretum Drive, in an amount not to exceed \$88,250.00. (Public Works Director)**

**Motion** was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the Agreement with Felsburg Holt & Ullevig (FHU) engineering services for the retiming of traffic signals along Highway 370, from 48th Street to Arboretum Drive, in an amount not to exceed \$88,250.00.

Councilman McCaw questioned if the retiming of the traffic signals will retime the crosswalk signals as well. Mr. Ristow replied that it would not. That part will come second. The traffic lights and signals will need to be replaced on both 25<sup>th</sup> and 36<sup>th</sup> Street so they sync together. The timing just gets the traffic lights working and in sync with each other. The crosswalk itself will be secondary and a whole new traffic signal system at the intersections.

# MINUTE RECORD

Bellevue City Council Meeting, June 16, 2026, Page 3

Palm pointed out in an upcoming council agenda there will be a request to approve an Active Mobility Plan. This study will offer a more long-term solution. Meaning, just because there is a crosswalk signal at an intersection, does not mean it is safe to cross there. Therefore, long-term solutions need to be considered. The plan will be a huge tool for that corridor.

McCaw commented they need to move forward or take them down. Discussion followed.

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

**Approve and authorize the Mayor to sign Amendment 1 to the Agreement with Jacobs Engineering Group Inc. for engineering services for the Quail Creek Rehabilitation Project at Twin Creek Drive, in an amount not to exceed \$13,109.00. (Public Works Director)**

**Motion** was made by Welch, seconded by McCaw to approve and authorize the Mayor to sign Amendment 1 to the Agreement with Jacobs Engineering Group Inc. for engineering services for the Quail Creek Rehabilitation Project at Twin Creek Drive, in an amount not to exceed \$13,109.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Notice of Award and the Agreement with NL&L Concrete, Inc. for the construction of Everett Park Trail Improvements, in an amount not to exceed \$259,788.50, after receipt of insurances and bonds by Public Works. (Public Works)**

**Motion** was made by Casey, seconded by Collins, to approve and authorize the Mayor to sign the Notice of Award and the Agreement with NL&L Concrete, Inc. for the construction of Everett Park Trail Improvements, in an amount not to exceed \$259,788.50, after receipt of insurances and bonds by Public Works. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Notice of Award and the Agreement with Navarro Lawn & Landscape dba "NL&L Enterprise for the construction of Willow Springs Park Trail Improvements, in an amount not to exceed \$ 334,636.75 after receipt of insurances and bonds by Public Works. (Public Works Director)**

**Motion** was made by Collins, seconded by McCaw, to approve and authorize the Mayor to sign the Notice of Award and the Agreement with Navarro Lawn & Landscape dba "NL&L Enterprise for the construction of Willow Springs Park Trail Improvements, in an amount not to exceed \$ 334,636.75 after receipt of insurances and bonds by Public Works. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Agreement with HGM Associates for construction phase services for Willow Springs Park Trail Improvements Project, in an amount not to exceed \$15,300.00. (Public Works Director)**

**Motion** was made by Casey, seconded by Collins, to approve and authorize the Mayor to sign the Agreement with HGM Associates for construction phase services for Willow Springs Park Trail Improvements Project, in an amount not to exceed \$15,300.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Agreement with HGM Associates for construction phase services for Everett Park Trail Improvements Project, in an amount not to exceed \$16,300.00. (Public Works Director)**

**Motion** was made by Collins, seconded by Casey, to approve and authorize the Mayor to sign the Agreement with HGM Associates for construction phase services for Everett Park Trail Improvements Project, in an amount not to exceed \$16,300.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

## **ADMINISTRATION REPORTS:**

Comments must be limited to items on the current Reports **(June report will be attached to July 7<sup>th</sup> 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 6:21 p.m.

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

# MINUTE RECORD

Bellevue City Council Meeting, June 16, 2026, Page 4

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

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

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the City Council on June 16, 2026; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

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

## MINUTE RECORD

Bellevue Planning Commission Meeting, June 25, 2026, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, June 25, 2026, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Taylor-Jones, Yoder, Hankins, Ackley, and Aerni. Absent were Commissioners Bennett, Perrin, and Lasenburg. Also present was Tammi Palm, Planning Director.

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 Yoder, seconded by Ackley, to approve the minutes of the May 28, 2026, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

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

Motion was made by Aerni, seconded by 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.

The following items were on the Consent Agenda:

2.a. Request to final plat Lots 171 through 289, and Outlots C and D, Liberty, being a replat of part of Lot 1 and part of Lot 2, Daniell's Farm Addition; together with Outlot A, Liberty Replat One. Applicant: Liberty Land, LLC. General Location: Northwest of Quail Dr and Capehart Rd. Case #S-2605-13.

2.b Request to final plat Lot 1, Quail Crossing Replat 1, being a replat of Lots 6, 7, and Outlot A, Quail Crossing. Applicant: Quail Crossing, LLC. General Location: Southwest Corner of South 42nd St and Hwy 370. Case #: S-2605-14.

Motion was made by Ackley, seconded by Taylor-Jones, to Approve the Consent Agenda items as presented. Approval based upon conformance with the preliminary plats. Upon roll call, all present voted yes. Motion carried unanimously.

**Consent Agenda Item 2.a. will proceed to City Council for PUBLIC HEARING ON July 21, 2026.**

**Consent Agenda Item 2.b. will proceed to City Council for PUBLIC HEARING ON August 4, 2026.**

Meeting adjourned at 6:05 p.m.

*Jenna Lance*

Jenna Lance  
Planning/Permit Technician

# MINUTE RECORD

6.  
7/7/2026

## CLAIMS FOR 2026/07/07 COUNCIL MEETING

PAGE 1

### MAYOR

AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	43.20
		\$ 43.20

### CITY ADMINISTRATOR

AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	86.40
BLACK HILLS ENERGY	2026/04/30-06/01 MONTHLY SERVICE	59.29
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	31.54
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE307746	86.66
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	109.77
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	544.58
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	33.29
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	65.91
US BANK VOYAGER FLEET SYSTEMS	2026/05/31M FUEL PURCHASES	176.38
		\$ 1,193.82

### LEGAL

AIMEE BATAILLON	REIMB MILEAGE FOR TRAINING	261.00
AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	178.84
BLACK HILLS ENERGY	2026/04/30-06/01 MONTHLY SERVICE	10.46
CAPITAL BUSINESS SYSTEMS, INC	2026/04/07-05/06 COPIER EXPENSE	21.71
CAPITAL BUSINESS SYSTEMS, INC	2026/05/07-06/06 COPIER EXPENSE	30.79
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE307746	15.29
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	19.37
NEBRASKA.GOV	INV # 9475238 - JUSTICE CASE LISTING	2.00
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	96.10
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	34.20
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	61.59
		\$ 731.35

### CABLE ADVISORY

AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	43.20
BLACK HILLS ENERGY	2026/04/30-06/01 MONTHLY SERVICE	52.32
COX BUSINESS SERVICES	2026/05/19-06/18 MONTHLY SERVICE	9.04
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE307746	76.47
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	96.85
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	480.51
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	20.86
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	29.55
		\$ 808.80

### CITY CLERK

AMERICAN LEGAL PUBLISHING CORP	CODE SUPPLEMENT PAGES	99.45
BELLEVUE PUBLIC SCHOOLS	2025/06/01-2026/05/31 LIQUOR LICENSES	13,450.00
BELLEVUE PUBLIC SCHOOLS	2025/06/01-2026/05/31 TOBACCO LICENSES	445.00
BELLINO FIREWORKS INC	FIREWORKS DEPOSIT REFUND	7,000.00
BLACK HILLS ENERGY	2026/04/30-06/01 MONTHLY SERVICE	90.68
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	15.77
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE307746	132.54
MERCURY PROPERTY MANAGEMENT, INC	2026/06/23 MERCURY PROP MGMT TIF 8733-INTEREST	63,958.33
MERCURY PROPERTY MANAGEMENT, INC	2026/06/23 MERCURY PROP MGMT TIF 8733-PRINCIPAL	44,048.28
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	167.88
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	832.90
OMAHA PUBLIC SCHOOLS	2025/06/01-2026/05/31 TOBACCO LICENSES	195.00
OMAHA PUBLIC SCHOOLS	2025/06/01-2026/05/31 LIQUOR LICENSES	2,400.00
PAPILLION/LA VISTA SCHOOLS	2025/06/01-2026/05/31 LIQUOR LICENSES	3,550.00
PAPILLION/LA VISTA SCHOOLS	2025/06/01-2026/05/31 TOBACCO LICENSES	135.00
SPIRIT LIFE CHURCH	FIREWORKS DEPOSIT REFUND	1,000.00
TWISTED THUNDER FIREWORKS, LLC	FIREWORKS DEPOSIT REFUND	1,000.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	21.66
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	30.10
WILD WILLY'S FIREWORKS	FIREWORKS DEPOSIT REFUND	10,000.00
		\$ 148,572.59

# MINUTE RECORD

## CLAIMS FOR 2026/07/07 COUNCIL MEETING

PAGE 2

### FINANCE/RISK MANAGEMENT

AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	199.32
BLACK HILLS ENERGY	2026/04/30-06/01 MONTHLY SERVICE	76.73
CAPITAL BUSINESS SYSTEMS, INC	2026/05/09-06/08 COPIER EXPENSE	25.81
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	15.77
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE307746	112.15
HEATHER JENKINS	REIMB MILEAGE FOR CONFERENCE	80.77
JASON TORDOFF	REIMB MILEAGE, PARKING FOR CONFERENCE	258.65
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	142.05
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	704.75
QUADIANT FINANCE USA, INC	2026/06/03 REFILL ACCT 9893 (1 500 WALL)	1,000.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	70.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	118.15
		<u>\$ 2,804.15</u>

### LIBRARY

CAPITAL BUSINESS SYSTEMS, INC	2026/04/30-05/30 COPIER EXPENSE	611.40
CAPITAL BUSINESS SYSTEMS, INC	2026/05/10-06/09 COPIER EXPENSE	321.31
CENGAGE LEARNING, INC	BOOKS	550.40
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	95.88
CENTURY LINK	2026/06/11-07/10 MONTHLY SERVICE	146.46
COX BUSINESS SERVICES	2026/06/09-07/08 MONTHLY SERVICE	604.99
INGRAM LIBRARY SERVICES LLC	BOOKS	2,561.75
LIBRARY IDEAS	VOX BOOKS	349.38
MIDWEST TAPE	DVDS	282.63
QUADIANT FINANCE USA, INC	2026/05/31M LIBRARY POSTAGE	1,000.00
QUADIANT FINANCE USA, INC	2026/05/31M LIBRARY NEOSHIPS	654.58
RUFF WATERS, INC	2026/05/31M AQUARIUM MAINTENANCE & SUPPLIES	325.94
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	79.69
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	106.00
		<u>\$ 7,690.41</u>

### ADMINISTRATIVE SERVICES/PERSONNEL

ASHLEY DECKER	REIMB FOR TRAINING EXPENSES	486.6
AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	129.60
BLACK HILLS ENERGY	2026/04/30-06/01 MONTHLY SERVICE	59.29
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	15.77
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE307746	86.67
IDEAL PURE WATER COMPANY	BOTTLED WATER	48.00
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	109.77
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	544.58
OMAHA WORLD HERALD	LEGAL AD FOR CIVIL SERVICE COMMISSION	46.60
SWENSEN & ASSOCIATES	PROMOTIONAL TESTING DEVELOPMENT FIRE	14,200.00
UKG INC	2026/01/31M PRO TIME MANAGEMENT	535.42
UKG INC	2026/03/31M PRO TIME MANAGEMENT	407.58
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M VOL LIFE-VARIANCE	0.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	74.66
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	102.28
US BANK VOYAGER FLEET SYSTEMS	2026/05/31M FUEL PURCHASES	2,057.82
		<u>\$ 18,904.64</u>

### CODE ENFORCEMENT

CAPITAL BUSINESS SYSTEMS, INC	2026/05/10-06/09 COPIER EXPENSE	77.51
AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	216.00
BLACK HILLS ENERGY	2026/04/30-06/01 MONTHLY SERVICE	3.79
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	15.77
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE195089	1.85
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	35.37
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	168.58
TRAVELERS	CITIZENS AUTO LIABILITY CLAIM	3,460.01
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	62.36
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	78.59
US BANK VOYAGER FLEET SYSTEMS	2026/05/31M FUEL PURCHASES	1,066.66
		<u>\$ 5,186.49</u>

# MINUTE RECORD

## CLAIMS FOR 2026/07/07 COUNCIL MEETING

PAGE 3

### PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW 240122-GOOGLE FIBER INSTALL 2026/05/04-06/07	9,639.65
ALFRED BENESCH & COMPANY	BPW 260301-2026 MS4 SUPPORT SERVICES 2026/03/23-06/07	1,068.73
AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	421.36
BLACK HILLS ENERGY	2026/04/30-06/01 MONTHLY SERVICE	6.36
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	31.54
CHARLES VRANA & SONS CONSTRUCTION CO	BPW 240802-ENTERTAINMENT DIST-PHASE 1 THRU 2026/06/16	516,837.91
FELSBURG HOLT & ULLEVIG, INC	BPW 260203-US75 & US 34 INTERCHANGE SIGNAL 2026/05/01-05/31	3,210.35
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE19508	3.10
JEO CONSULTING GROUP, INC	BPW 250119-PW STRATEGIC PLANNING THRU 2026/06/12	5,333.75
JEO CONSULTING GROUP, INC	BPW 260109-PCSMP & SWPPP REVIEW FY 2026 THRU 2026/05/29	1,638.75
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	59.40
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL FOR CITY TANKS	5,078.18
OLSSON ASSOCIATES	BPW 240802-WATERPARK INFRASTRUCTURE	63,343.19
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	283.10
PRECISE MRM LLC	2026/05/31M FLAT DATA PLAN	92.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	60.08
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	100.60
US BANK VOYAGER FLEET SYSTEMS	2026/05/31M FUEL PURCHASES	122.40
		<b>\$ 607,330.45</b>

### PARKS

A-RELIEF SERVICES	2026/05/24-06/20 PORTABLE RESTROOMS-SWANSON PARK	199.00
A-RELIEF SERVICES	2026/05/12-06/08 PORTABLE RESTROOMS-AHP	831.00
A-RELIEF SERVICES	2026/05/16-06/12 PORTABLE RESTROOMS-CHURCH	199.00
AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	83.74
BLACK HILLS ENERGY	2026/04/30-06/01 MONTHLY SERVICE	120.34
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	15.77
COX BUSINESS SERVICES	2026/06/30M MONTHLY SERVICE	107.39
DC ELECTRIC/HEARTLAND LIGHTING	WORK ON PUMP-AHP	400.00
DC ELECTRIC/HEARTLAND LIGHTING	NEW VOLT CONTACTORS FOR WALKWAY	788.17
HD SUPPLY FACILITIES MAINTENANCE	CAN LINERS, BLEACH, FOAM HAND SOAP, PAPER TOWELS	500.15
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE392127	0.00
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE697770	7.77
HGM ASSOCIATES INC	BPW 260201-EVERETT PARK TRAIL IMPROVE THRU 2026/06/15	390.42
HGM ASSOCIATES INC	BPW 260202-WILLOW SPRNGS TRAIL IMPROVE THRU 2026/06/15	460.30
HUGHES MULCH PRODUCTS	TWIN RIDGE II - SEMI LOAD OF ENGINEERED PLAYGROUND MULCH	2,200.00
JENSEN WELL COMPANY	REPLACE PRESSURE SENSOR-AHP FOUNTAIN	590.00
METROPOLITAN UTILITIES DIST	2026/04/01-04/04 MONTHLY SERVICE	47.02
METROPOLITAN UTILITIES DIST	2026/04/05-05/04 MONTHLY SERVICE	240.09
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	339.52
METROPOLITAN UTILITIES DIST	2026/05/05-06/05 MONTHLY SERVICE	1,035.80
METROPOLITAN UTILITIES DIST	2026/05/06-06/04 MONTHLY SERVICE	63.48
METROPOLITAN UTILITIES DIST	2026/05/08-06/04 MONTHLY SERVICE	47.44
METROPOLITAN UTILITIES DIST	2026/05/08-06/08 MONTHLY SERVICE	177.70
MIDWEST TURF & IRRIGATION	PIGTAIL 2 PIN LITES	686.37
PRECISE MRM LLC	2026/05/31M FLAT DATA PLAN	299.00
SPRINKLERTEK, LLC	REPLACED CONTROLLER ON SPRINKLER-DIST 3	574.99
SPRINKLERTEK, LLC	DISTRICT 4 - SPRINKLER REPAIR - RAISE 6 HEADS & ADD ZONE	2,650.00
TREES SHRUBS AND MORE	LIGHT MULCH	92.80
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	83.11
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	102.26
US BANK VOYAGER FLEET SYSTEMS	2026/05/31M FUEL PURCHASES	5,339.13
		<b>\$ 18,671.76</b>

### RECREATION

ALEXIA FLORES	REFUND SWIMMING LESSONS DEPOSIT	80.00
ALL SEASONS FOUNDATION	2026/06/11 MUSIC IN THE PARK	400.00
AQUA-CHEM	CHEMICALS FOR POOLS, VERTICAL LADDER	3,189.30
AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	126.94
BELLEVUE EAST HIGH SCHOOL	REIMB FOR YOUTH SPORTS CAMP SERVICES	2,326.00
CAPITAL BUSINESS SYSTEMS, INC	2026/05/11-06/10 COPIER EXPENSE	202.07

# MINUTE RECORD

## CLAIMS FOR 2026/07/07 COUNCIL MEETING

**RECREATION (CONT'D)**

CASEY ANDERS	REFUND SWIMMING LESSONS DEPOSIT	40.00
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	94.62
COX BUSINESS SERVICES	2026/06/30M MONTHLY SERVICE	83.39
EMILY FREEMYER	REFUND SWIMMING LESSONS	40.00
HD SUPPLY FACILITIES MAINTENANCE	DINNER NAPKINS-REED CTR	61.18
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	5,166.94
METROPOLITAN UTILITIES DIST	2026/05/05-06/05 MONTHLY SERVICE	108.19
METROPOLITAN UTILITIES DIST	2026/05/06-06/04 MONTHLY SERVICE	16,237.80
METROPOLITAN UTILITIES DIST	2026/05/12-06/10 MONTHLY SERVICE	1,074.58
PRECISE MRM LLC	2026/05/31M FLAT DATA PLAN	92.00
PRIDE HOME MAINTENANCE SERVICES, INC	HAWORTH BALLFIELD - TROUBLESHOOT & REPLACE MASTER	2,230.00
SAMANTHA STRONG	REFUND POOL PARTY DEPOSIT	130.00
SIMON LOBO	REFUND T-BALL DEPOSIT	40.00
TRICO MECHANICAL SERVICES	CUBER SERVICE	132.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	18.13
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	32.05
US BANK VOYAGER FLEET SYSTEMS	2026/05/31M FUEL PURCHASES	759.09
WESTLAKE ACE HARDWARE	DUCT TAPE	20.97
		<b>\$ 32,685.25</b>

**FACILITY MAINTENANCE**

AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	86.40
BLACK HILLS ENERGY	2026/04/30-06/01 MONTHLY SERVICE	525.31
CARPENTER PAPER CO	TOWELS, TISSUES, CAN LINERS, MAT & SCREEN, HAND SOAP	971.17
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	47.31
CERRIS SYSTEMS NORTH CENTRAL, INC	ERV MECHANICAL CHECK OUT	3,073.00
CERRIS SYSTEMS NORTH CENTRAL, INC	LOOP PUMP # 2 CHECK VALVE	2,706.38
CERRIS SYSTEMS NORTH CENTRAL, INC	HP# 1108 COMPRESSOR REPLACEMENT-1510 WALL	6,536.00
CERRIS SYSTEMS NORTH CENTRAL, INC	MISC REPAIRS TO HPS-1510 WALL	2,904.25
CERRIS SYSTEMS NORTH CENTRAL, INC	ERV3 EXPANSION VALVE & FILTER DRIER REPLACE-1510 WALL	2,385.00
CERRIS SYSTEMS NORTH CENTRAL, INC	HP-1107 LEAK CHECK-1510 WALL	2,674.00
CERRIS SYSTEMS NORTH CENTRAL, INC	REPAIR UNITS 1074 & 1018 - 1510 WALL	1,119.00
CERRIS SYSTEMS NORTH CENTRAL, INC	SPOT CHECK VENTILATION - 1500 WALL	935.25
CERRIS SYSTEMS NORTH CENTRAL, INC	CHECK OPERATION OF COOLING TOWER - 1510 WALL	369.38
COMMERCIAL RECREATION SPECIALISTS	20" DOME SHELL-RED FOR SPLASH PAD	825.00
COX BUSINESS SERVICES	2026/06/30M MONTHLY SERVICE	107.39
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE ALARM & ANNUAL SPRINKLER INSPECT-1500 WALL	523.00
FIRE PROTECTION SERVICES, LLC	SERVICE CALL-REPLACE SMOKE HEAD & BASE-FIRE TRAINING	670.00
FIRE PROTECTION SERVICES, LLC	SERVICE CALL-SECONDARY LINE-STREET SHOP	230.00
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE ALARM INSPECT-1510 WALL	385.00
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE ALARM & SPRINKLER INSPECT-DIST 3	455.00
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXTINGUISHER INSPECTION-FLEET	215.00
FISH WINDOW CLEANING	WINDOW CLEANING-1500/1510 WALL ST	950.00
GEARHART CONSTRUCTION & PLUMBING INC	SERVICE TOILET-LOOKINGGLASS SPLASH PAD	290.00
HD SUPPLY FACILITIES MAINTENANCE	TP, DISINFECTANT, TOWELS, FLOOR STRIPPER, MOPS	1,218.98
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE173904	5.89
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE185987	1.47
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE197090	0.00
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE387012	34.73
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE531772	2.21
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE537731	1.10
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 ILA057815	5.15
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 ILA068052	6.30
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 ILA072249	0.00
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 NGM351570	0.00
HGM ASSOCIATES INC	BPW 250201-LIBRARY PARKING LOT REPAIR THRU 2026/05/31	4,549.16
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY HALL/PW	112.32
KEN BROOKE ROOFING, INC	ROOF REPLACEMENT-SENIOR CENTER	89,774.00
METROPOLITAN UTILITIES DIST	2026/04/01-05/04 MONTHLY SERVICE	73.63
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	323.71
OMAHA DOOR & WINDOW COMPANY, INC	REPLACE DOOR FRAMES & SEALS-FLEET	3,800.00
OVERHEAD DOOR CO OF OMAHA	REPLACED SPRINGS-DIST 1	658.00

# MINUTE RECORD

## CLAIMS FOR 2026/07/07 COUNCIL MEETING

PAGE 5

### FACILITY MAINTENANCE (CONT'D)

OVERHEAD DOOR CO OF OMAHA	RSX-J OPENER INSTALLED-CEMETERY	4,453.00
PRECISE MRM LLC	2026/05/31M FLAT DATA PLAN	138.00
ROCHESTER MIDLAND CORPORATION	2026/06/30M WATER ENERGY TEAM FIXED BILLING	399.60
SUN VALLEY LANDSCAPING	PRAIRIE MAINTENANCE-1510 WALL	1,150.00
TITANIUM FIRE SPRINKLER COMPANY	5-YR SPRINKLER PIPE INSPECTION-DIST 3	450.00
TRICO MECHANICAL SERVICES	A/C SERVICE-SARPY MUSEUM, BLOWER MOTOR-DIST 2	876.90
TRISTAR CLAIMS MANAGEMENT SERVICES	PREFUND REQUEST WC SETTLEMENT	2,427.36
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	71.82
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	90.71
US BANK VOYAGER FLEET SYSTEMS	2026/05/31M FUEL PURCHASES	1,179.26
		<u>\$ 140,786.14</u>

### CEMETERY

A-RELIEF SERVICES	2026/05/16-06/12 PORTABLE RESTROOMS	199.00
AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	43.20
BLACK HILLS ENERGY	2026/04/30-06/01 MONTHLY SERVICE	91.53
CAPITAL BUSINESS SYSTEMS, INC	2026/06/06-07/05 COPIER EXPENSE	17.51
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	12.53
COX BUSINESS SERVICES	2026/06/30M MONTHLY SERVICE	175.38
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE147557	0.00
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE213015	0.00
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	169.51
NEWCOM TECHNOLOGIES	2026/07/01-2027/06/30 CEMETERY SOFTWARE MAINT & MAUS DOORS	850.00
PULVERENTE MONUMENT COMPANY, LLC	2026/05/31M LIFE	700.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	23.48
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	28.74
US BANK VOYAGER FLEET SYSTEMS	2026/05/31M FUEL PURCHASES	605.14
		<u>\$ 2,916.02</u>

### STREETS

ALFRED BENESCH & COMPANY	BPW 260104-2026 OVERLAY PROJECTS 2026/05/04-06/07	18,618.63
AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	256.54
AVERY RENTS	PROPANE FOR ASPHALT	26.25
BLACK HILLS ENERGY	2026/04/30-06/01 MONTHLY SERVICE	189.31
CAPITAL BUSINESS SYSTEMS, INC	2026/05/12-06/11 COPIER EXPENSE	57.67
CARROLL CONSTRUCTION SUPPLY	GARAGE BROOMS, BOW RAKE, SHOVELS	289.09
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	78.85
COMMONWEALTH ELECTRIC CO OF THE	REPLACE OUTPUT BAY-GOLDEN BLVD/HWY 370	939.11
CONCRETE SUPPLY, INC	CONCRETE	318.50
COX BUSINESS SERVICES	2026/06/30M MONTHLY SERVICE	274.17
DREFS TREE SERVICE	CUT DOWN ASH TREE-2507 COFFEY AVE	1,500.00
FELSBURG HOLT & ULLEVIG, INC	BPW 260108-MCCANN PARK STORM SEWER 2026/05/01-05/31	8,384.55
FELSBURG HOLT & ULLEVIG, INC	BPW 260110-COBBLESTONE CREEK STORM SEWER	14,839.90
FELSBURG HOLT & ULLEVIG, INC	2026/05/01-05/31	
FELSBURG HOLT & ULLEVIG, INC	BPW 260107-FT CROOK & CHILDS INTERSECTION	3,445.00
HEARTLAND LAWN, LLC	CITY BROKE SPRINKLERS BY CURB AT 102 GREGG PL	585.90
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE231905	2.94
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE642709	26.59
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE697769	1.10
HGM ASSOCIATES INC	BPW 250102-CONCRETE REPAIR 2025/06/04-2026/05/31	5,517.45
LOGAN CONTRACTORS SUPPLY	6 PC BAR, WIRE TIE, KNUCKLHEAD BRACKET, EZ TILT	331.82
MARTIN ASPHALT	BULK ASPHALT TACK	460.00
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	375.77
METROPOLITAN UTILITIES DIST	2026/05/06-06/04 MONTHLY SERVICE	274.73
METROPOLITAN UTILITIES DIST	2026/05/12-06/11 MONTHLY SERVICE	53.30
MICHAEL TODD INDUSTRIAL SUPPLY	V LOK ADAPTER W/HARDWARE, WEDGE FOR V-LOK	1,630.00
MIDWEST FENCE-GUARDRAIL SYSTEMS INC	MOBILIZATION CONTROL, TRAFFIC CONTROL, REMOVE	5,750.00
OMAHA PUBLIC POWER DISTRICT	2026/04/30-06/02 MONTHLY SERVICE	186.71
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	34.81
OMNI ENGINEERING	ASPHALT	672.82
PLATTE RIVER CONCRETE CO	CONCRETE	11,212.86
PRECISE MRM LLC	2026/05/31M FLAT DATA PLAN	1,196.00
READY MIXED CONCRETE COMPANY	CONCRETE	23,976.18

# MINUTE RECORD

## CLAIMS FOR 2026/07/07 COUNCIL MEETING

**STREETS (CONT'D)**

STANEK INDUSTRIES LLC	BPW 260102-32026 CONCRETE PROJECT	40,592.44
SURVEYING AND MAPPING LLC	BPW 260112-PROFESSIONAL SERVICES THRU 2026/05/31 STORM WATER	45,920.00
TRISTAR CLAIMS MANAGEMENT SERVICES	PREFUND REQUEST WC SETTLEMENT	1,556.24
TY'S OUTDOOR POWER & SERVICE	SNOW PLOW BLADE WITH PARTS AND LABOR	10,949.24
UMB BANK - TRUST OPERATIONS	2017 HWY ALLOC DTD 12-28-2017 UMB PAY AGENT FEES INV 1050913	300.00
UMB BANK - TRUST OPERATIONS	2019 HWY ALLOC DTD 3-9-2019 UMB PAY AGENT FEES INV 1050915	300.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	251.14
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	324.84
UNITED SEEDS	SUPER TURF MIXTURE	320.00
US BANK VOYAGER FLEET SYSTEMS	2026/05/31M FUEL PURCHASES	7,728.48
		<b>\$ 209,748.93</b>

**FLEET MAINTENANCE**

911 CUSTOM, LLC	SPEAKERS, SIREN LIGHTS, SUPER LED FLASHERS	3,835.55
AA WHEEL & TRUCK SUPPLY, INC	REDI HAUL TRAILER LUG NUTS	16.70
ALLIED OIL & TIRE COMPANY	OIL, DRY DIESEL	5,699.69
ARNOLD MOTOR SUPPLY	STEERING TIE RODS, THERMOSTAT HOUSING, PRIMARY WIRE, WATER PUMP	133.81
AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	118.48
AUTO BODY AUTHORITY	TOW CHARGE	125.00
AUTOMOTIVE WAREHOUSE DIST, INC	EVAPORATOR CLEANER, FUNNEL, VALVE, WHEEL WEIGHTS, HYD FITTINGS, OIL PANS	431.77
BAUER BUILT TIRE & SERVICE	TIRES	1,844.82
BAXTER FORD OF OMAHA	REMAN RACK AND PINION, CORE, CRANK CASE, DOOR SWITCHES, SEAT PARTS, SHAFT, FUEL CANNISTERS, FUEL TANK, ACTUATOR, RADIO MODULE	7,395.64
BLACK HILLS ENERGY	2026/04/30-06/01 MONTHLY SERVICE	129.01
CAS OF NEW ENGLAND, INC	2026/06/22-2027/06/21 RENEW DIAGNOSTIC SUBSCRIPTION	6,490.00
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	47.31
CORNHUSKER INTERNATIONAL TRUCKS	CABIN VENT, AIR FILTERS, ABS VALVE, DEFROSTER HEATER,	1,323.26
COX BUSINESS SERVICES	2026/06/30M MONTHLY SERVICE	107.39
CUMMINS SALES AND SERVICE	2026/06/08-2027/06/07 RENEW REPAIR SUBSCRIPTION	1,680.00
CUMMINS SALES AND SERVICE	EXHAUST OUT CONNECTION GASKET, SEAL KIT	96.55
DANKO EMERGENCY EQUIPMENT	CONVERTER KIT, FREIGHT	2,374.30
DULTMEIER SALES LLC	WEED SPRAYER GUN	113.00
FACTORY MOTOR PARTS CO	STARTER, WATER PUMP, GASKET	462.90
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE262116	15.87
INTERSTATE BATTERIES	BATTERIES	1,859.34
JONES AUTOMOTIVE	FLOOR MOUNT	157.05
LAWSON PRODUCTS, INC	CERAMIC FAST-GRIND	207.12
LOGAN CONTRACTORS SUPPLY	RETENTION RINGS, PLUNGER PIN	205.18
MACQUEEN EQUIPMENT, LLC	REPAIR AERIAL NOZZLE	2,821.04
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	131.50
NAPA AUTO PARTS	FUSE HOLDER, FILTERS, MOLDING TAPE, GLOVES, BATTERY CABLES, MOUNT TIES, BRAKE PADS, FITTINGS, V BELTS	926.92
NEBRASKA IOWA INDUSTRIAL FASTENERS	HEX NUTS, DRILL BITS, TY-RAP, AXLE BOLTS, RIVETS, WASHERS, TERMINALS	1,143.15
NIPPON SANZO MATHESON INC	FAB GAS CYLINDERS RENTAL	177.64
NIPPON SANZO MATHESON INC	WELD ON HINGE	27.93
ROAD BUILDERS MACHINERY & SUPPLY CO	CRACK SEAL	788.93
STATE INDUSTRIAL PRODUCTS	TEFLA PENT, AEROSOL	329.62
TERMINAL SUPPLY CO	RECEPTACLE CONNECTORS, TERMINALS	41.38
TOYNE, INC	LOCK NUTS, FOOTMAN'S LOOP	97.01
TRISTAR CLAIMS MANAGEMENT SERVICES	PREFUND REQUEST WC SETTLEMENT	29.95
TRUCK AUTHORITY - OMAHA	SPRAY-IN TRUCK LINER, LINED LIFT GATE	2,600.00
TY'S OUTDOOR POWER & SERVICE	ELECTRIC FUEL PUMP ASSEMBLY, FUEL LINE FITTING	328.12
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	163.93
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	208.17
US BANK VOYAGER FLEET SYSTEMS	2026/05/31M FUEL PURCHASES	1,128.81
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS SERVICE	499.43
		<b>46,313.27</b>

**SOLID WASTE**

PAPILLION SANITATION	2026/04/28-05/12 GLASS RECYCLING	221.95
PAPILLION SANITATION	2026/05/31M TRASH HAULING FEES	386,187.39
PAPILLION SANITATION	2026/05/19-05/26 GLASS RECYCLING	449.98
		<b>\$ 386,859.32</b>

# MINUTE RECORD

## CLAIMS FOR 2026/07/07 COUNCIL MEETING

PAGE 7

### PLANNING

AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	43.20
BLACK HILLS ENERGY	2026/04/30-06/01 MONTHLY SERVICE	5.75
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	15.77
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE195089	2.81
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	53.73
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	256.07
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	28.73
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	42.70
		<u>\$ 448.76</u>

### PERMITS & INSPECTIONS

AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	621.04
BLACK HILLS ENERGY	2026/04/30-06/01 MONTHLY SERVICE	7.69
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	15.77
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE195089	3.75
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	71.79
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	342.13
RYAN BECKER	REIMB FOR JOB REQUIRED EXAM - CERTIFICATION	255.00
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	88.69
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	116.67
US BANK VOYAGER FLEET SYSTEMS	2026/05/31M FUEL PURCHASES	997.02
		<u>\$ 2,519.55</u>

### POLICE

AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	4,320.36
AT&T MOBILITY-CC	2026/05/05-06/04 MONTHLY SERVICE	5,022.80
ATRONIC ALARMS INC	CAMERA SURVEILLANCE SYSTEM - AMERICAN HEROES PARK	20,156.49
BELLEVUE ANIMAL HOSPITAL	VET VISIT-KADO	298.47
BENEFIT PLANS	2026/06/30M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2026/04/30-06/01 MONTHLY SERVICE	136.21
BULLSEYE PDR, INC	HAIL DAMAGE REPAIR - UNIT 713	2,071.85
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	126.16
CHAD W REED	REIMB FOR TRAINING EXPENSES	383.92
COX BUSINESS SERVICES	2026/06/02-07/01 MONTHLY SERVICE	285.00
COX BUSINESS SERVICES	2026/06/30M MONTHLY SERVICE	558.97
CREIGHTON UNIVERSITY COLLEGE OF NURSING	BLS CARDS-FIRE & POLICE	21.00
CULLIGAN OF OMAHA	BOTTLED WATER	550.80
DETECTACHEM, INC	DIFFERENTIATOR, POUCHES- KLR MOTORCYCLES	948.67
DILLON BROTHERS MOTORSPORTS	PARTS AND LABOR - KLR MOTORCYCLES	610.34
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	300.00
DUSTIN S FRANKS	REIMB PER DIEM FOR TRAINING EXPENSES	238.00
EVANS CUSTOM APPAREL, INC	GAMBER JOHNSON VEHICLE DOCK REPAIR	868.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	15.23
GOVDIRECT, INC	GAMBER JOHNSON VEHICLE DOCK REPAIR	1,213.20
GREAT PLAINS UNIFORMS	EMBROIDERY, UNIFORM ITEMS, BOOTS, BADGES (MULTIPLE EMPLOYEES)	6,161.62
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE195089	66.45
J P COOKE COMPANY	POCKET STAMP-M VANN	69.20
JACKSON SERVICES, INC	DOOR MAT SERVICE	177.36
JOSEPH GRAY	REIMB MEDICINE FOR K9	99.56
JULIE COOMBS	2026/06/04-06/07 MATH PREPARATION CLASS FOR TESTING PROCESS	200.00
KODEX, I NC	SUBPOENA FOR RECORDS	50.00
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	1,272.25
MOTOROLA SOLUTIONS, INC	2026/02/22-2027/02/21 ANNUAL LICENSE RENEWALS	975.00
NATIONAL ASSOCIATION OF TOWN WATCH	NNO T-SHIRTS AND BANNERS	1,609.10
NEB ASSOC OF PROPERTY & EVIDENCE	2026/07/01-2027/06/30 MEMBERSHIP RENEWAL-HOFFMAN	30.00
NEB ASSOC OF PROPERTY & EVIDENCE	2026/07/01-2027/06/30 MEMBERSHIP RENEWAL-LARSON	30.00
NEB ASSOC OF PROPERTY & EVIDENCE	2026/07/01-2027/06/30 MEMBERSHIP RENEWAL-SPACHER	30.00
NEB ASSOC OF PROPERTY & EVIDENCE	2026/07/01-2027/06/30 MEMBERSHIP RENEWAL-CASANOVA	30.00
NEB ASSOC OF PROPERTY & EVIDENCE	2026/07/01-2027/06/30 MEMBERSHIP RENEWAL-DUCKER	30.00
NEBRASKA ASSOCIATION OF CRISIS	2026/01/01-2027/01/01 NEACN ANNUAL MEMBERSHIP	270.00
OMAHA PUBLIC POWER DISTRICT	2026/05/11-06/11 MONTHLY SERVICE	6,063.06

# MINUTE RECORD

## CLAIMS FOR 2026/07/07 COUNCIL MEETING

PAGE 8

### POLICE (CONT'D)

STEVEN L ANDRASCHKO	ENTRY LEVEL POLICE OFFICER SELECTION TEST SCORING	200.00
SUNSET LAW ENFORCEMENT, LLC	AMMUNITION - 9MM	4,726.80
THIELE GEOTECH	GEOTECHNICAL EXPLORATION STUDY/REPORT	7,275.00
TRISTAR CLAIMS MANAGEMENT SERVICES	RE-OPEN CLAIMS	812.48
TRISTAR CLAIMS MANAGEMENT SERVICES	PREFUND REQUEST WC SETTLEMENT	7,842.95
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	784.21
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	2,004.05
US BANK VOYAGER FLEET SYSTEMS	2026/05/31M FUEL PURCHASES	22,502.15
VERIZON WIRELESS	2026/05/24-06/23 MONTHLY SERVICE	110.10
		<u>\$ 110,364.37</u>

### FIRE & RESCUE

AIRGAS USA, LLC	OXYGEN	177.98
AIRGAS USA, LLC	2026/05/31M CYLINDER RENTAL	238.48
AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	1,332.83
AT&T MOBILITY-CC	2026/05/05-06/04 MONTHLY SERVICE	462.00
BEAVER LAKE MARINA	BOAT ACCESSORIES	500.62
BLACK HILLS ENERGY	2026/04/30-06/01 MONTHLY SERVICE	195.98
BOUND TREE MEDICAL, LLC	VACUUM SPLINTS, GLOVES, ATROPINE, SODIUM CHLORIDE, LARYNGOSCOPES, STRETCHER, IV SOLUTIONS, INHALERS, NASAL TUBING	11,709.39
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	94.62
COX BUSINESS SERVICES	2026/06/30M MONTHLY SERVICE	115.00
COX BUSINESS SERVICES	2026/06/30M MONTHLY SERVICE	214.78
CREIGHTON UNIVERSITY COLLEGE OF NURSING	BLS CARDS-FIRE & POLICE	147.00
DANKO EMERGENCY EQUIPMENT	WATER SUITS, FREIGHT	2,949.75
ED M FELD EQUIPMENT CO	VALVE PLUG, WASHERS FOR SCBA MAINTENANCE	54.14
FIRST IMPRESSION SIGNS & GRAPHICS	DEPOSIT OF 50% FOR LOBBY SIGN	1,875.00
GREAT PLAINS UNIFORMS	TACTICAL PANTS, SHOES (3 EMPLOYEES)	667.50
HARRIS DECALS INC	LETTERNG FOR FC-7	460.19
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE215876	0.38
HEARTLAND NATURAL GAS LLC	2026/04/30-2026/06/01 BHE235679	47.65
MARKING REFRIGERATION, INC	ICE MACHINE REPAIR-DIST 2	1,558.00
METROPOLITAN UTILITIES DIST	2026/05/05-06/03 MONTHLY SERVICE	808.70
METROPOLITAN UTILITIES DIST	2026/05/06-06/04 MONTHLY SERVICE	1,601.04
METROPOLITAN UTILITIES DIST	2026/05/08-06/09 MONTHLY SERVICE	297.89
MOTOROLA SOLUTIONS, INC	EARPIECES, WIRELESS RSM, PORTABLE RADIO BATTERY	939.94
PORTABLE COMPUTER SYSTEMS, INC	7 VEHICLE DOCKING STATIONS, 7 ADAPTERS	7,046.23
STERICYCLE, INC	ON-SITE DOCUMENT SHREDDING	129.60
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	624.15
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	1,459.29
US BANK VOYAGER FLEET SYSTEMS	2026/05/31M FUEL PURCHASES	15,460.23
		<u>\$ 51,168.36</u>

### NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	2026/05/31M ACCT 1000 ANALYSIS CHG	519.29
CENTURY LINK	2026/05/04-06/03 MONTHLY SERVICE	292.48
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	224.36
FIRST NATIONAL BANK OF OMAHA	2026/05/31M ACCT 1084 ANALYSIS CHG	676.32
FIRST NATIONAL INSURANCE COMPANY	2025/10/01-2026/10/01 4 OF 4 CONSULTING FEES	12,125.00
GREAT PLAINS COMMUNICATIONS LLC	2026/06/30M MONTHLY SERVICE	523.26
HEARTLAND MARKETING & COMMUNICATIONS, INC	2026/04/27-05/31 SOCIAL MEDIA MANAGEMENT	2,664.50
JUSTIN THOMS	FARM 2026 PLANTING PREPARATION- CAPEHART, CUNNINGHAM, OFFUTT FARM	46,716.00
NE-DEPARTMENT OF REVENUE	2026/05/31M SALES AND USE TAX RETURN (FORM 10)	1,465.60
PM AM CORPORATION	2026/05/31M ALARM FEES	597.00
TRAVELERS CL REMITTANCE CENTER	TRAVELERS RENEWAL 4 OF 4	176,400.00
		<u>\$ 242,203.81</u>

### INFORMATION TECHNOLOGY

ONE CALL CONCEPTS	2026/05/31M LOCATES	4.92
SENTINEL TECHNOLOGIES, INC	2026/05/31M FORTIS PRODUCT, SERVICES	5,414.77
TESSCO LLC	ADJUSTABLE ANTENNA MOUNTS	76.86
US BANK VOYAGER FLEET SYSTEMS	2026/05/31M FUEL PURCHASES	467.44
		<u>\$ 5,963.99</u>

# MINUTE RECORD

## CLAIMS FOR 2026/07/07 COUNCIL MEETING

PAGE 9

### BELLEVUE BAY INDOOR WATERPARK

THIELE GEOTECH	BPW 240802 - MATERIALS TESTING-WATERPARK	39,951.00
HOLLAND BASHAM ARCHITECTS, INC	2026/05/31M PROF SERV-WATERPARK	72,313.00
WHITewater WEST INDUSTRIES LTD	BELLEVUE WATERPARK SLIDE MANUFACTURING, SHIPPING	1,136,503.84
		<u>\$1,248,767.84</u>

### WASTEWATER

AMERICAN NATIONAL BANK	2026/05/31M ACCT 1034 ANALYSIS CHG	47.00
ARMOR EQUIPMENT	CARBIDE WHEELS	1,682.07
ARMOR EQUIPMENT	CHEESEHEAD SCREWS	19.85
AT&T MOBILITY	2026/04/22-05/21 MONTHLY SERVICE	645.34
CAPITAL BUSINESS SYSTEMS, INC	2026/05/09-06/08 COPIER EXPENSE	119.51
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	110.39
CENTURY LINK	2026/06/04-07/03 MONTHLY SERVICE	65.99
CITY OF BELLEVUE	2018 WW UMB PAY AGENT FEES	300.00
CITY OF OMAHA	2026/02/28M SEWER FEES	635,402.20
COX BUSINESS SERVICES	2026/05/18-06/17 MONTHLY SERVICE	91.99
COX BUSINESS SERVICES	2026/05/29-06/28 MONTHLY SERVICE	79.67
COX BUSINESS SERVICES	2026/06/04-07/03 MONTHLY SERVICE	220.00
COX BUSINESS SERVICES	2026/06/12-07/11 MONTHLY SERVICE	208.00
ELLIOTT EQUIPMENT CO	LEADER HOSE, ROLL UP CAB ETTER DOOR	4,278.85
EMBRIS GROUP LLC	BPW 230611-OLD TOWNE CIPP REHAB PKG 2026/03/01-03/31	1,205.00
EMBRIS GROUP LLC	BPW 230611-OLD TOWNE CIPP REHAB PKG 2026/04/01-04/30	1,093.75
EMBRIS GROUP LLC	BPW 230611-OLD TOWNE CIPP REHAB PKG 2026/05/01-05/31	2,273.75
FIRST NATIONAL BANK OF OMAHA	2026/05/31M ACCT 1086 ANALYSIS CHG	506.62
GARY E DAVIE	BPW 240603-PRAIRE HILLS INTERCEPTOR SEWER-TRACT 02	34,957.00
GRAINGER	GAS CALIBRATION	203.71
HDR ENGINEERING, INC	BPW 181013-QUAIL CREEK LIFT STATION 2026/05/03-05/30	3,482.91
HEIMES CORPORATION	BPW 211123-HAWORTH PARK SANITARY THRU 2026/06/05	226,385.66
KTC LLC	BPW 240603-PRAIRIE HILLS INTERCEPTOR SEWER TRACT 03	34,241.00
METROPOLITAN UTILITIES DIST	2026/05/06-06/04 MONTHLY SERVICE	242.21
MICHAEL TODD INDUSTRIAL SUPPLY	SURVEY SPRAY PAINT	253.16
OMAHA WINWATER WORKS COMPANY	GASKET PIPE, SEWER WYE, ARC CHAMBER	2,786.14
OMNI ENGINEERING	ASPHALT	142.95
PRECISE MRM LLC	2026/05/31M FLAT DATA PLAN	253.00
RAILROAD MANAGEMENT CO, LLC	2026/09/10-2027/09/09 LICENSE FEES	458.76
READY MIXED CONCRETE COMPANY	CONCRETE	3,930.38
RJN GROUP, INC	BPW 260106-PROF ENG SERVICES THRU 2026/05/29	22,082.50
TRISTAR CLAIMS MANAGEMENT SERVICES	PREFUND REQUEST WC SETTLEMENT	3,367.10
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LIFE	131.21
UNITED OF OMAHA LIFE INSURANCE CO	2026/05/31M LTD	166.30
US BANK VOYAGER FLEET SYSTEMS	2026/05/31M FUEL PURCHASES	4,538.34
UTILITY EQUIPMENT COMPANY	HDPE PIPE W/BELL END	1,120.00
		<u>987,092.31</u>

### MEDICAL SELF FUNDING

BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/06/11 BCBS-NE MEDICAL CLAIMS FOR 2026/06/01-06/09	309,420.09
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/06/22 BCBS-NE MEDICAL CLAIMS FOR 2026/06/10-06/16	118,434.79
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/06/25 BCBS-NE MEDICAL CLAIMS FOR 2026/06/17-06/23	514,972.50
COVERYS	2026/06/30M COVERYS REINSURANCE PD 2026/06/12	72,042.78
FIRST NATIONAL BANK OF OMAHA	2026/05/31M ACCT 1088 ANALYSIS CHG	291.34
		<u>\$1,015,161.50</u>

### FEDERAL FORFEITURES - JUSTICE FUNDS

VERIZON WIRELESS	2026/05/22-06/21 MONTHLY SERVICE	730.90
		<u>\$ 730.90</u>

# MINUTE RECORD

## CLAIMS FOR 2026/07/07 COUNCIL MEETING

PAGE 10

### G.O. BONDS

UMB BANK - TRUST OPERATIONS	2020A DTD 6-5-2020 UMB PAYING AGENT FEES INV 1050896	300.00
UMB BANK - TRUST OPERATIONS	2020B DTD 6-5-2020 UMB PAYING AGENT FEES INV 1050897	300.00
UMB BANK - TRUST OPERATIONS	2020C DTD 8-14-2020 UMB PAYING AGENT FEES INV 1050905	300.00
UMB BANK - TRUST OPERATIONS	2020D DTD 12-3-2020 UMB PAYING AGENT FEES INV 1050904	300.00
UMB BANK - TRUST OPERATIONS	2019 PUB SAFETY DTD 4-30-2019 UMB PAY AGENT FEES INV 1050916	300.00
UMB BANK - TRUST OPERATIONS	2018 SID 147 DTD 5-15-2018 UMB PAY AGENT FEES INV 1051065	300.00
UMB BANK - TRUST OPERATIONS	2019 SID 265 DTD 6-15-2019 UMB PAY AGENT FEES INV 1051067	300.00
UMB BANK - TRUST OPERATIONS	2019 SID 269 DTD 6-15-2019 UMB PAY AGENT FEES INV 1051068	300.00
		<u>\$ 2,400.00</u>
	TOTAL CLAIMS FOR 2026/07/07	<u>\$5,298,067.98</u>
	TOTAL PAYROLL FOR 2026/06/18	<u>\$2,016,986.64</u>
	MEDICAL SELF FUNDING	<u>\$ 500,488.85</u>



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

## MEMORANDUM

**TO:** Council President McCaw & Council Members

**FROM:** Mayor Rusty Hike

**DATE:** June 10th, 2026

**SUBJECT:** Reappointment to the Bellevue Library Advisory Board

Please consider the following for reappointment to the Bellevue Library Board.

Ann Moore  
1217 Willow Ave  
Bellevue, NE 68005

She will serve a five-year term ending June 2031.

A handwritten signature in black ink, appearing to be "RH", is written below the text.

\*8b.  
7/7/2026



We Influence The World!

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

## MEMORANDUM

**TO:** Council President McCaw & Council Members

**FROM:** Mayor Rusty Hike

**DATE:** June 30th, 2026

**SUBJECT:** Appointment to the Bellevue Planning Commission

Please consider the following for appointment to the Bellevue Planning Commission

Amanda Herall  
4310 Amos Gates Dr  
Bellevue, NE 68123  
402-990-3997

She will serve the remaining term of Garrett Sims ending August 2027.

## Lisa Rybar

---

**From:** Rusty Hike <Rusty@hikerealestate.com>  
**Sent:** Monday, June 29, 2026 11:31 PM  
**To:** Lisa Rybar; Tammi Palm  
**Cc:** Jim Ristow  
**Subject:** Fwd: [EXT] Bio

Please put Amanda Herall on the agenda for Bellevue planning commission.

Rusty Hike  
Broker  
Hike Real Estate

Begin forwarded message:

**From:** Amanda Herall <amanda.herall@fib.com>  
**Date:** June 29, 2026 at 4:47:47 PM CDT  
**To:** Rusty Hike <Rusty@hikerealestate.com>  
**Subject:** Bio

Amanda Herall Bio:

Born and raised in Bellevue, Nebraska, I am a proud graduate of Bellevue East High School and have spent the past 23 years building a successful career in banking, currently managing First Interstate Bank in Bellevue. Throughout my career, I have been passionate about helping individuals, families, and businesses achieve their financial goals while fostering strong relationships within the communities I serve.

Beyond banking, I am deeply committed to giving back to my hometown. I currently serve on the Board of Directors for the Bellevue Chamber of Commerce, where I work alongside other community leaders to support local businesses and promote economic growth. I am also actively involved in numerous community initiatives and organizations, reflecting my belief in the importance of service, collaboration, and community engagement.

As a lifelong Bellevue resident, I take great pride in contributing to the continued success and growth of the city that has shaped me, both personally and professionally.

Thank you,

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 7/7/2026		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, spirits on and off sale only, for T Marie LLC dba Chandler Bar located at 2617 Chandler Road W. Bellevue, NE 68147, and Tina Goodspeed as Manager; and temporary operating permit.

SYNOPSIS/BACKGROUND:

NLCC requires a new application to be submitted for a new Class C Liquor License. Applications are turned directly into the Nebraska Liquor Control Commission (NLCC) by the applicant. The NLCC forwards to application to the City Clerk's office of the local governing body. City Clerk sends the application to the Police Department and Planning Department for review. The application is then submitted to City Council for review and recommendation to the NLCC. The recommendation from the City Council is then sent to the NLCC.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, spirits on and off sale only, for T Marie LLC dba Chandler Bar located at 2617 Chandler Road W. Bellevue, NE 68147, and Tina Goodspeed as Manager; and temporary operating permit.

ATTACHMENTS:

- |                      |                         |                         |
|----------------------|-------------------------|-------------------------|
| 1. Application       | 2. Police Report        | 3. Planning Report      |
| 4. City Clerk Report | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Hillis*  
*[Signature]*  
*[Signature]*

Liquor License Application Report  
City of Bellevue  
Planning Department

Due to Clerk Date: 6/25/2026 City Council Date: 7/7/2026

Applicant: T Marie LLC dba Chandler Bar

Address: 2617 Chandler Road West Bellevue, NE 68147

Requested Action:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, spirits on and off sale only, for T Marie LLC dba Chandler Bar located at 2617 Chandler Road W. Bellevue, NE 68147, and Tina Goodspeed as Manager; and temporary operating permit.

Background:

City Council approved a Class I Liquor License for DLMG LLC dba Chandler Bar on January 21, 2020. New application has been submitted due to change of ownership and for a Class C License.

Is this location within the city limits of Bellevue? Yes

Is this location within the city's two-mile zoning jurisdiction? Yes

Existing Zoning: BG Existing Land Use: Commercial/Bar

Will Zoning allow a liquor license: Yes

Is the current use non-conforming? No

Explanation: n/a

Adjacent Land Use and Zoning:

North: Single Family Residential (across W. Chandler Rd.), RS-72 and ML

South: Commercial, BG

East: Commercial, BG

West: Commercial, BG

Distance from school (If applicable): n/a

Distance from college (If applicable): n/a

Distance from church (If applicable): n/a

Immediate neighborhood/area land uses:

This section of Chandler Road corridor is a mix of commercial and residential uses. This particular area is commercial.

Number of parking spaces required: n/a Provided:         

Analysis of neighborhood effects:

Traffic: There is no traffic impact expected.

Street/Access: There is no street/access impact expected.

Pedestrian: There is no pedestrian impact expected.

Noise: There is no noise impact expected.

Lighting: There is no lighting impact expected.

General Comments:

This is primarily a commercial area which would accommodate on sale liquor sales.

# LIQUOR LICENSE APPLICATION REPORT

## City Clerk

Applicant: T Marie LLC dba Chandler Bar

Location/Address: 2617 Chandler Road W City: Bellevue State: NE Zip: 68147

Requested Action:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, spirits on and off sale only, for T Marie LLC dba Chandler Bar located at 2617 Chandler Road W. Bellevue, NE 68147, and Tina Goodspeed as Manager; and temporary operating permit.

Date Application Received: 6/10/2026

Final Date Hearing can be held: (45 days from receipt): 7/25/2026

Date Advertised (not less than 7 nor more than 14 days): 6/24/2026

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only):	<u>          </u>
Class B (Beer off sale only):	<u>          </u>
Class C (Alcoholic liquor, on and off sale):	<u>    19    </u>
Class CK (Alcoholic liquor, on and off sale/Catering):	<u>      4    </u>
Class D (Alcoholic liquor, off sale only):	<u>    26    </u>
Class DK (Alcoholic liquor, off sale only/Catering):	<u>      1    </u>
Class I (Alcoholic liquor on sale only):	<u>    29    </u>
Class IK (Alcoholic liquor on sale only/Catering):	<u>      2    </u>
Class X (Wholesale Liquor)	<u>          </u>
Total:	<u>    79    </u>

APPLICATION FOR LIQUOR LICENSE  
AND CORPORATE MANAGER

**POLICE REPORT**

Date of City Council Meeting: July 7, 2026 Due to City Clerk: June 25, 2026

Applicant: T Marie LLC dba Chandler Bar

Location/Address: 2617 Chandler Road West Bellevue, NE 68147

Requested Action:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, spirits on and off sale only, for T Marie LLC dba Chandler Bar located at 2617 Chandler Road W. Bellevue, NE 68147, and Tina Goodspeed as Manager; and temporary operating permit.

Individuals to be Checked:

	<u>Name &amp; Address</u>	<u>DOB</u>
1.	<u>Tina Goodspeed 19638 U Street Omaha, NE 68135</u>	<u></u>
2.	<u></u>	<u></u>

Comments:

No comments or concerns from Police

Signature of Reviewer: Capt. Kurt Stroehler Digitally signed by Capt. Kurt Stroehler  
Date: 2026.05.06 11:27:57 -05'00'

Date: 5-6-26



# Nebraska Liquor Control

301 Centennial Mall  
South - 1st Floor PO  
Box 95046 Lincoln  
NE 68508

## Application Copy

File Number: 172267

LICENSE TYPE

Class C Beer, Wine, Spirits On  
and Off Sale

APPLICATION DATE RECEIVED

2026-05-29

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

T Marie LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

Chandler Bar

CORPORATE NUMBER

INCORPORATION DATE

2025-12-03

CORRESPONDENCE ADDRESS

2617 Chandler Rd W  
Bellevue, NE 68147

MAILING ADDRESS

2617 Chandler Rd W  
Bellevue, NE 68147

PHYSICAL ADDRESS

2617 Chandler Rd W  
Bellevue, NE 68147

CONTACT NAME

Tina Goodspeed

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 972-7229

ALTERNATE PHONE

(402) 810-9590

FAX

EMAIL

Chandlerbarne@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Tina goodspeed	president		100

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 122048 (Active) - Class I Beer, Wine, Spirits On Sale Only (May 01, 2026 - Apr 30, 2027)  
Chandler Bar (DLMG LLC)

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Bar/Lounge (on prem)

PREMISES NAME

Chandler Bar

OPERATOR

Tina Goodspeed

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2031-12-31

PHYSICAL ADDRESS

2617 Chandler Rd W  
Bellevue, NE 68147

MAILING ADDRESS

CONTACT NAME Tina Goodspeed	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 972-7229	ALTERNATE PHONE (402) 810-9590
FAX	EMAIL chandlerbarne@gmail.com
PREMISES MANAGER Tina Goodspeed	PREMISES MANAGER EMAIL tinagoodspeed@yahoo.com

QUESTIONS

**Class C Beer, Wine, Spirits On a**

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

\*The Commission must be notified of any arrests and/or convictions that may occur after the date of this application.

Yes

(document uploaded)

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) \*Not square feet\*

A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

L55xW38

3. Is there an outdoor area?

\*Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

No

4. Will a basement be used for alcoholic storage or sale?  
No
5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.  
1
6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?  
No
7. Is premises to be licensed within 300 feet of a college campus or university?  
No
8. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.  
Yes  
(document uploaded)
9. What date do you intend to open for business?  
ASAP
10. What are the anticipated hours of operation?  
12pm-2am
11. Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?  
No
12. Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?  
No
13. Is anyone listed on this application a law enforcement officer?  
No

14 What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

First National Bank of Omaha

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

20years

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

No

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

19 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number (if available). Also list reason for termination of license(s) previously held.

NA

20 Has the premises location been previously licensed within the last 2 years?

Yes

21 Are you applying for a Temporary Operating Permit?

Yes

(document uploaded)

22 Is the lease, deed, or purchase agreement for the premises listed under the applicant's name (LLC, Corporation, or Individual)? If the property is owned personally but the application is under an LLC or Corporation, a lease agreement must be made between the owner and the entity applying for the license.

Yes

23 If applying as a LLC or Corporation; is your LLC or Corporation active with the Nebraska Secretary of State? (Please mark yes if applying as an individual or partnership)

Yes

24 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Tina Goodspeed

25 What is the manager's address?

19638 U ST Omaha Ne 68135

26 What is the manager's phone number?

4029727229

27 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

douglas

28 What is the manager's email address? An email will be sent to them to obtain their personal information.

tinagoodspeed@yahoo.com

29 Is the manager married?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Alcohol Inventory	liquor inventory.pdf	
Lease / Deed / Purchase Agreement	lease.pdf	
Premises Description & Diagram	sketch.pdf	
Privacy Act Statement	NSP fingerprint privacy.pdf	
Temporary Operating Permit (TOP)	Top app.pdf	
Explanation of Convictions/Guilty Pleas	criminal history.pdf	
Business Plan	T Marie Business Plan.pdf	
Corporation/LLC Structure	corp_LLCC structure.pdf	

APPLICANT

thomas lustgraaf

## DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

**Applicant Notification and Record Challenge:** An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.

# APPLICATION FOR TEMPORARY OPERATING PERMIT

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

This form must be signed by the Current Licensee (Seller) and the Applicant (Buyer).

A Temporary Operating Permit (TOP) may be issued at the Commission's discretion when a licensed business is sold, and the business continues under new ownership. A complete application for a new license must be filed before a TOP can be granted.

If issued, the Temporary Operating Permit is valid for 90 days. If subsequent reports reveal that the information provided in the application was inaccurate or incomplete, the Temporary Operating Permit may be cancelled.

Name of current licensee (Seller, e.g., LLC or Corporation): DLMG LLC

Name of applicant (Buyer; e.g., LLC or Corporation): T Marie LLC

On this date May 15<sup>th</sup> 2026 (Date) buyer and seller entered a contract for sale of the alcohol

related business known as: Chandler Bar License #: 122048  
(Name of business currently licensed)

Located at:

2617 Chandler rd W Bellevue NE 68147  
(Street Address) (City) (Zip Code)

Requested effective date of Temporary Operating Permit: June 1st 2026  
(The Seller's license will be terminated on this date) (Date)

*Seller hereby declares that they have no outstanding balances on all accounts with all Nebraska licensed wholesalers under Revised Section 53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.*

[Signature] Thomas Lostgraaf 5-15-2026  
Signature of Seller Printed Name Date

*Buyer seeks to obtain a Temporary Operating Permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee subject to approval by Nebraska Liquor Control Commission for a period not to exceed 90 days.*

[Signature] Tina Goodspeed 5/15/2026  
Signature of Buyer Printed Name Date

# Nebraska Secretary of State

## T MARIE L.L.C.

Fri May 29 10:01:30 2026

**SOS Account Number**

2512405488

**Status**

Active

**Principal Office Address**

107 SHALEY CIRCLE  
COUNCIL BLUFFS, IA 51503  
USA

**Registered Agent and Office Address**

TINA M GOODSPEED  
2617 CHANDLER RD W  
BELLEVUE, NE 68147

**Nature of Business**

Not Available

**Entity Type**

Foreign LLC

Qualifying State: IA

**Date Filed**

Dec 20 2025

**Next Report Due Date**

Jan 01 2027

**Filed Documents**

Filed documents for T MARIE L.L.C. may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Foreign Certificate of Authority	Dec 20 2025	\$1.35 = 3 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

**Good Standing Documents**

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

**Online Certificate of Good Standing with Electronic Validation**

**\$6.50**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

**Certificate of Good Standing - USPS Mail Delivery**

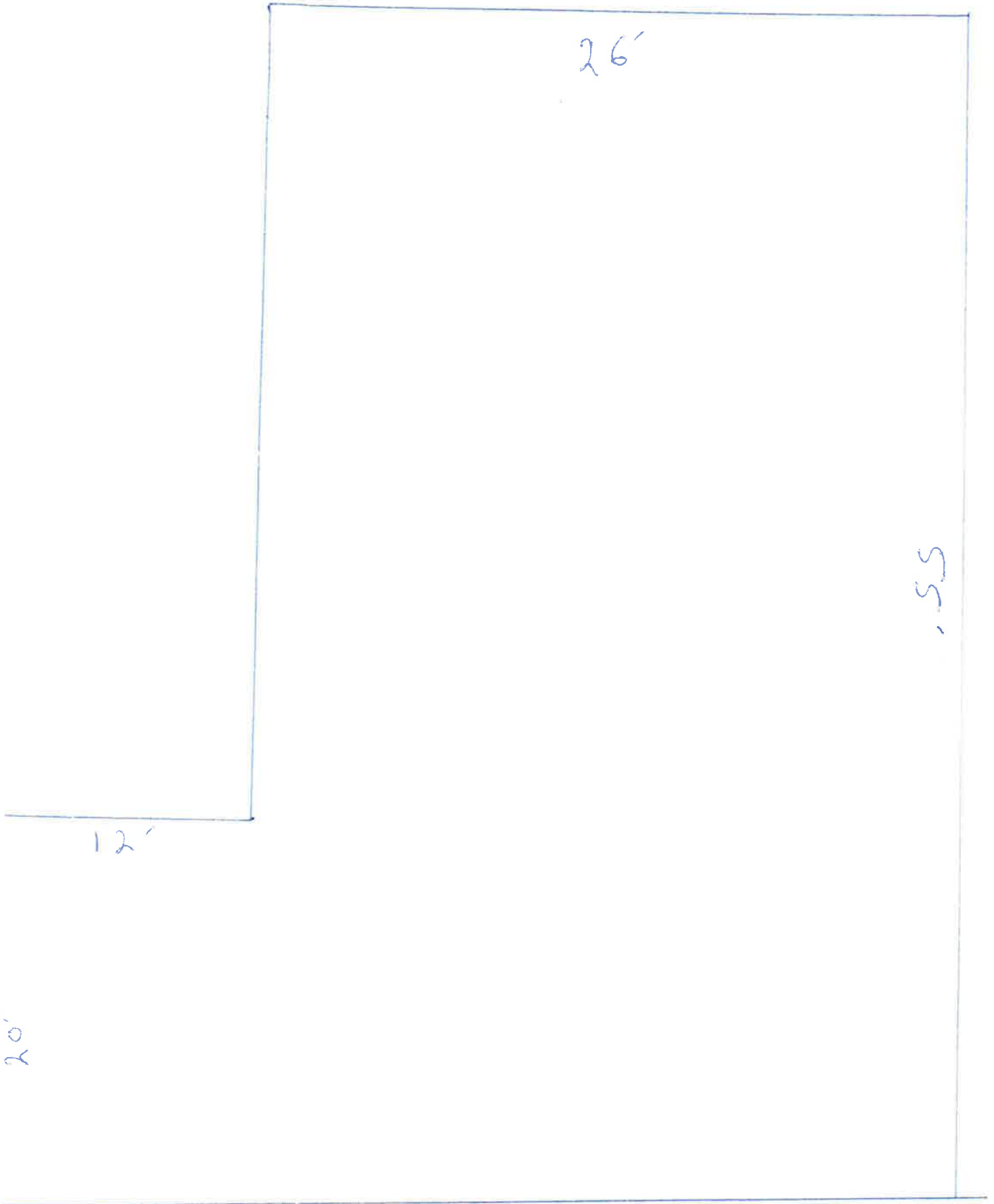
**\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

One level commercial bay



20'

**Business Plan  
For  
T Marie, LLC**

The applicant T Marie LLC will operate as a bar. Additionally, the business plans to have managerial supervision during all open hours. Finally, sufficient staff will be a constant requirement.

## COMMERCIAL LEASE AGREEMENT

**THIS LEASE (this "Lease") dated this 1st day of April 2026**

**BETWEEN:**

**Future Business Center LLC of 11325 Ellison Ave Omaha NE 68164**

Telephone:  
(402) 297-7813  
(the  
"Landlord")

OF THE FIRST PART

**- AND -**

**T Marie LLC of 2617 Chandler Rd W Bellevue NE 68147**

Telephone:  
(402) 810-9590  
(the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

### Basic Terms

1. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:
  - a. Landlord: Future Business Center LLC
    - i Address of Future Business Center LLC: 11325 Ellison Ave Omaha, NE Phone: (402) 297-7813,

b. Tenant: DLMG

i Address of T Marie LLC: 2617 Chandler Rd W Bellevue NE 68147,  
Phone: (402) 810-9590 Operating Name of T Marie LLC: Chandler Inn Bar

c. Leasable Area of Premises: 1684 square feet

d. Commencement Date of Lease: May 1, 2026

e. Base Rent: \$1235.70 plus CAM

f. Permitted Use of Premises: Restaurant and Bar.

g. Advance rent: First and last month's rent

h. Security/Damage Deposit: \$1,000.00

### Definitions

2. When used in this Lease, the following expressions will have the meanings indicated:
- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
  - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 2617 CHANDLER RD W BELLEVUE NE 68147, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
  - c. "Common Areas and Facilities" mean:
    - i those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
    - ii those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with

them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities; "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

- d. "Premises" means the restaurant at 2617 CHANDLER RD W BELLEVUE NE 68147 which is located approximately as shown in red on Schedule 'A' attached to and incorporated in the Lease and comprises a Leasable Area of 1684 square feet;
- e. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building;
- f. "Rent" means the total of Base Rent and Additional Rent.

### Leased Premises

- 3. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") of: Restaurant and Bar.
- 4. While the Tenant, or an assignee or subtenant approved by the Landlord, is using, and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Restaurant and Bar.
- 5. The Premises are provided to the Tenant without any fixtures, chattels, or leasehold improvements.
- 6. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from, or add to the Building from time to time. In the exercise of

those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.

7. The Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease. The Landlord reserves the right, when necessary, by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption, or suspension provided that the repairs, alterations, or improvements are made as expeditiously as is reasonably possible.
8. Subject to this Lease, the Tenant and its employees, customers and invitees will have the nonexclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.
9. The Tenant agrees that the areas and boundaries described in Schedule "A" are:
  - a. subject to alteration by acquisition or conveyance of lands for any purpose including the dedication, expropriation, or conveyance of lands for municipal lands; and
  - b. may, upon the sole discretion of the Landlord, be relocated to another area within the Building which area would, where possible, be of similar size and character to the original Premises.

The Landlord agrees to reimburse the Tenant for any reasonable moving expenses incurred in any such relocation. The Tenant covenants that at the request of the

Landlord, it will enter into such further assurances, releases, amending agreements, or other documents as may be required by the Landlord to give effect to such alteration, variation, diminution, enlargement, supplementation or relocation.

## Term

10. The term of the Lease commences at 12:00 noon on May 1, 2026, and ends at 12:00 noon on December 31, 2031 (the "Term").
11. Notwithstanding that the Term commences on May 1, 2026, the Tenant is entitled to possession of the Premises upon issuance of a TOP from the Nebraska Liquor control commission.
12. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

## Rent

13. Subject to the provisions of this Lease, the Tenant will pay a base rent of based (paragraph 1 section f), payable per month, for the Premises (the "Base Rent"), without setoff, abatement, or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
14. The Tenant will pay the Base Rent on or before the 1st of each and every month of the Term to the Landlord at 11325 Ellison Ave Omaha NE 68164, or at such other place as the Landlord may later designate.
15. The Tenant will be charged an additional amount of 10.00% of the Base Rent for any late payment of Base Rent.
16. In the event that this Lease commences, expires or terminates before the end of a period for which any Additional Rent or Base Rent would be payable, or other than at the start or end of a calendar month, such amounts payable by the Tenant will be apportioned pro rata on the basis of a thirty (30) day month to calculate the amount payable for such irregular period.
17. No acceptance by the Landlord of any amount less than the full amount owed will be

taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

## Operating Costs

18. In addition to the Base Rent, the Tenant is responsible for directly paying to the appropriate suppliers the following operating costs:
  - a. cleaning and janitorial services;
  - b. security;
  - c. window cleaning; and
  - d. provision, repair, replacement and maintenance of heating, cooling, ventilation, and air conditioning equipment throughout the Building.
19. In addition to the Base Rent, the Tenant is responsible for paying to the Landlord its Proportionate Share of all of the following operating costs incurred by the Landlord in respect to the Building, Common Areas and Facilities and Premises:
  - a. all utilities supplied to the Common Areas and Facilities; repairs and replacements to the Building and any component of the Building;
  - b. all outdoor maintenance including landscaping and snow removal; and
  - c. operation and maintenance of parking areas.
20. The Landlord will be responsible for paying the following operating costs:
  - a. property or building taxes and sales or use taxes related to the Building or this Lease;
  - b. all insurance relating to the Building as placed by the Landlord from time to time, acting prudently;
  - c. accounting and auditing;
  - d. all amounts paid to employees or third parties relating to work performed in relation to the Building including in the case of employees all usual benefits, including a management fee not to exceed 5% of gross receipts from the Building;
  - e. provision of a building superintendent and associated personnel employed for the Building including a reasonable rental value for office space used by those persons and related expenses including uniforms; and

- f. preventive maintenance and inspection.

## Use and Occupation

21. The Tenant will carry on business under the name of Chandler Inn Bar and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
22. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules, and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

## Security Deposit

23. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$1,000.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease, but no deduction will be made for damage due to reasonable wear and tear.
24. The Tenant may not use the Security Deposit as payment for the Rent.
25. Within 90 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 2617 Chandler Rd W Bellevue NE 68147, or at such other place as the Tenant may advise.

## Quiet Enjoyment

26. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

## Default

27. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 30 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 30 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.
  28. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 60 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 60 days to rectify, unless the Tenant will commence rectification within the said 60 days notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 60 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.
  29. If and whenever: the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or
    - a. the Tenant fails to commence, diligently pursue and complete the Tenant's work to be performed under any agreement to lease pertaining to the Premises or
-

vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as permitted in this clause, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine course of its business; then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

30. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

### Distress

31. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

### Overholding

32. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of

the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

### Additional Rights on Reentry

33. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
  - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
  - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
  - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
  - e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
  - f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on business of
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the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;

- g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
- i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
  - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
  - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
    - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
    - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

### Inspections and Landlord's Right to Enter

34. The Landlord and the Tenant will complete, sign and date an inspection report at the

beginning and at the end of this tenancy.

35. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs at all reasonable times. However, except where the Landlord or its agents consider it is an emergency, the Landlord must have given not less than 24 hours prior written notice to the Tenant. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.
36. The Landlord may inspect the Tenant's goods on the Premises and the Tenant's records relating to those goods during normal business hours, with at least five (5) days' written notice, to identify the nature of the goods, compliance with this Lease, or compliance with any laws, regulations, or other rules.

### Renewal of Lease

37. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. If the Landlord and the Tenant cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation. The Rent should be determined taking into consideration the market rent of similarly improved premises in the market, as well as the location, use, age, and size of premises.

### Landlord Chattels

38. The Landlord will not supply any chattels.

### Tenant Improvements

39. The Tenant may make the following improvements to the Premises:
  - a. TENANT MAY REPLACE, BUILD OR REPAIR AS NECESSARY TO TENANT'S REQUIREMENTS TO PERFORM NECESSARY SERVICES TO CONDUCT TENANT'S BUSINESS. ANY IMPROVEMENT MAY BE MADE

AS LONG AS IT DOES NOT IMPAIR ADJACENT TENANT'S BUSINESSES OR WILLFULLY HARM THE PROPERTY OR PERSONS ON THE PROPERTY. MINOR CHANGES TO BAY ARE ALLOWED WITHOUT LANDLORD'S PERMISSION HOWEVER ANY OUTSIDE STRUCTURAL CHANGES MUST RECEIVE LANDLORD'S PRIOR WRITTEN APPROVAL.

### Utilities and Other Costs

40. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, telephone, internet and cable.
41. The Tenant is responsible for paying to the Landlord the following utilities water and sewer.

### Signs

42. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

### Insurance

43. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
44. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.
45. The Tenant is not responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building on the Premises, and the Tenant assumes no liability for any such loss.

46. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
47. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

### Tenant's Insurance

48. The Tenant will, during the whole of the Term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form as used by solvent insurance companies in the State of Nebraska:
  - a. Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises; such insurance to be in the joint name of the Tenant and Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain cross liability' and 'severability of interest' clause so that the Landlord and the Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than \$1,000,000.00 combined single limit or such other amount as may be reasonably required by the Landlord from time to time; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.
  - b. All risks insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Premises against breakage and damage from any cause, all in an amount equal to the full replacement value of such items, which amount in the event of a dispute will be determined by the decision of the Landlord. In the event the Tenant does not obtain such insurance, it is liable for the full costs of repair or replacement of such damage or breakage.
  - c. Boiler and machinery insurance on such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Tenant in the Premises.

- d. Owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business.
49. The Tenant's policies of insurance hereinbefore referred to will contain the following:
- a. provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);
  - b. provisions that such policies and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage;
  - c. all insurance referred to above will provide for waiver of the insurer's rights of subrogation as against the Landlord; and
  - d. provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days' written notice stating when such cancellation will be effective.
50. The Tenant will further during the whole of the Term maintain such other insurance in such amounts and in such sums as the Landlord may reasonably determine from time to time. Evidence satisfactory to the Landlord of all such policies of insurance will be provided to the Landlord upon request. The Tenant will not do, omit or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Building or any part of the Building to be increased or cause such insurance to be cancelled. If any such rate of insurance will be increased as previously mentioned, the Tenant will pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Building or any part of the Building is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any such act or omission, the Tenant will immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord, and if the Tenant fails to so remedy or rectify, the Landlord may at its option terminate this Lease and the Tenant will immediately deliver up possession of the Premises to the Landlord.
51. The Tenant will not at any time during the Term use, exercise, carry on or permit or

suffer to be used, exercised, carried on, in or upon the Premises or any part of the Premises, any noxious, noisome or offensive act, trade business occupation or calling, and no act, matter or thing whatsoever will at any time during the said term be done in or upon the Premises, or any part Premises, which will or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the Building, or adjoining lands or premises.

## Landlord's Insurance

52. The Landlord will take out or cause to be taken out and keep or cause to be kept in full force and effect during the whole of the Term:
- a. fire and extended coverage insurance on the Building, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situate, including, should the Landlord so elect, insurance to cover any loss of rental income which may be sustained by the Landlord;
  - b. boiler and machinery insurance of such boilers and pressure vessels as may be installed by, or  
  
under the exclusive control of, the Landlord in the Building (other than such boilers and pressure vessels to be insured by the Tenant hereunder); and
  - c. comprehensive general liability insurance against claims for bodily injury, including death and property damage in such form and subject to such deductions and exceptions as the Landlord may determine; provided that nothing in this clause will prevent the Landlord from providing or maintaining such lesser, additional or broader coverage as the Landlord may elect in its discretion. The Landlord agrees to request its insurers, upon written request of the Tenant, to have all insurance taken out and maintained by the Landlord provide for waiver of the Landlord's insurers' rights of subrogation as against the Tenant when and to the extent permitted from time to time by its insurers.

## Abandonment

53. If at any time during the Term, the Tenant abandons the Premises or any part of the
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Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

### **Subordination and Attornment**

54. This Lease and the Tenant's rights under this Lease will automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or afterwards in force against the Lands or Building or any part of the Lands or Building, as now or later constituted, and to all advances made or afterwards made upon such security; and, upon the request of the Landlord, the Tenant will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.
  55. The Tenant will, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any other mortgage or other method of financing or refinancing made by the Landlord in respect of the Building, or any portion of the Building, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, but only if such encumbrancer will so elect and require.
  56. Upon the written request of the Tenant, the Landlord agrees to request any mortgagee or encumbrancer of the Lands (present or future) to enter into a non-disturbance covenant in favor of the Tenant, whereby such mortgagee or encumbrancer will agree not to disturb the Tenant in its possession and enjoyment of the Premises for so long as the Tenant is not in default under this Lease.
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## Registration of Caveat

57. The Tenant will not register this Lease, provided, however, that:
- a. The Tenant may file a caveat respecting this Lease but will not be entitled to attach this Lease, and, in any event, will not file such caveat prior to the commencement date of the Term. The caveat will not state the Base Rent or any other financial provisions contained in this Lease.
  - b. If the Landlord's permanent financing has not been fully advanced, the Tenant covenants and agrees not to file a caveat until such time as the Landlord's permanent financing has been fully advanced.

## Estoppel Certificate and Acknowledgement

58. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building or any part of the Building, the Tenant will, within ten (10) days of the request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account for this Lease, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

## Sale by Landlord

59. In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the Building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrancee of the Building as security.

## Tenant's Indemnity

60. The Tenant will and does hereby indemnify and save harmless the Landlord, or any other person claiming through or under the Landlord, of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any builders' or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made

by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building, including any losses caused, or contributed to by, any trespasser while that trespasser is in or about the Building.

61. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause.
62. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
63. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

## Liens

64. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and afterwards institute and diligently prosecute any action pertinent to it, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant will pay to the Landlord as Additional Rent, such cost including the Landlord's legal costs.

## Attorney Fees

65. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of twelve (12%) per cent per annum from the due date until paid.

## Governing Law

66. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the, without regard to the jurisdiction in which any action or special proceeding may be instituted.

## Severability

67. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Nebraska (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
68. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

## Amendment of Lease

69. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

## Assignment and Subletting

70. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

## Bulk Sale

71. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

## Damage to Premises

72. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

## Force Majeure

73. In the event that the Landlord or the Tenant will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay.

## Eminent Domain and Expropriation

74. If during the Term, title is taken to the whole or any part of the Building by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion of that rent. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the unexpired portion of the Term, but the Parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

## Condemnation

75. A condemnation of the Building or any portion of the Premises will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the condemnation proceedings. All future rent installments to be paid by the Tenant under this Lease will be terminated.

## Tenant's Repairs and Alterations

76. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste. The Tenant will at all times and at its sole expense, subject to the Landlord's repair, maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest, structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building.
77. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations.

If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by such reason, and upon such completion, the Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making such repairs plus fifteen percent (15%) of such cost for overhead and supervision.

78. The Tenant will keep in good order, condition and repair the non-structural portions of the interior of the Premises and every part of those Premises, including, without limiting the generality of the foregoing, all equipment within the Premises, fixtures, walls, ceilings, floors, windows, doors, plate glass and skylights located within the Premises. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or

mechanical facility or service in the Premises or the Building. The Tenant will not make or permit others to make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord's written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.

79. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant.
80. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.
81. The Tenant will promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Building. Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged.
82. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

### Landlord's Repairs

83. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of fifteen percent (15%) for the Landlord's overhead and supervision.

### Care and Use of Premises

84. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
85. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
86. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.

87. The Tenant will not engage in any illegal trade or activity on or about the Premises. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
88. The hallways, passages and stairs of the Building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

## Surrender of Premises

89. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of Rent and will inform the Landlord of all combinations to locks, safes and vaults, if any. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal of such items. If the Tenant abandons the Premises or if this Lease is terminated before the proper expiration of the Term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the Term.

## Hazardous Materials

90. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

## Rules and Regulations

91. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

## Address for Notice

92. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
- a. the address for service of the Tenant is the Premises during this tenancy, and 2617 Chandler Rd W Bellevue NE 68147 after this tenancy is terminated. The phone number of the Tenant is (402) 578-5533; and
  - b. the address for service of the Landlord is 11325 Ellison Ave Omaha NE 68164, both during this tenancy and after it is terminated. The phone number of the Landlord is (402) 297-7813.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

## No Waiver

93. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

## Landlord's Performance

94. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labor troubles, inability to procure materials or services, power failure,

restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of such term, covenant or act will be excused for the period of the delay and the Landlord will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

### Limited Liability Beyond Insurance Coverage

95. Notwithstanding anything contained in this Lease to the contrary, for issues relating to this Lease, presuming the Landlord obtains its required insurance, the Landlord will not be liable for loss of Tenant business income, Tenant moving expenses, and consequential, incidental, punitive and indirect damages which are not covered by the Landlord's insurance.

### Remedies Cumulative

96. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

### Landlord May Perform

97. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

### General Provisions

98. The Tenant authorizes the Landlord to make inquiries to any agency related to the Tenant's compliance with any laws, regulations, or other rules, related to the Tenant or the Tenant's use of the Premises. The Tenant will provide to the Landlord any written authorization that the Landlord may reasonably require to facilitate these inquiries.

99. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
100. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
101. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
102. The Tenant will be charged an additional amount of \$35.00 for each N.S.F. check or check returned by the Tenant's financial institution.
103. All schedules to this Lease are incorporated into and form an integral part of this Lease.
104. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
105. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
106. Time is of the essence in this Lease.
107. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.
108. Nothing contained in this Lease is intended by the Parties to create a relationship of principal and agent, partnership, nor joint venture. The Parties intend only to create a relationship of landlord and tenant.

**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 1st day of April, 2026.

---

Future Business Center LLC (Landlord)

Per: SHERRY WRIGHT

T Marie LLC (Tenant)

Per: Tina Goodspeed

Jameson - 7  
Jameson Green - 1  
Jameson Orange - 1  
Black Label Johnny - 1  
Dennur's White - 1  
Glenlivet - 1  
Kitty Shark - 2  
Dusse - 3  
Casa Dragones Blanco - 3  
Blue Curacao - 2  
Midori - 4  
21 Seeds Tequila - 2  
Tnaco - 1  
Foods Gin - 1  
McQueen - 1  
Sailor Jerry - 1  
Well Gin - 1  
Effen Cucumber - 2  
Grey Goose - 1  
London Gin - 1  
Tanqueray - 2  
Reyka Vodka - 1  
Parrot Bay Spiced - 1  
Bacardi - 3

Bottles are 1 liter

## Beers, Seltzers, Spiked + Mixers

Busch Light Bottle - 3 cases

Bud Light - 12 cases

Cases are 24 units

Miller Light - 11 cases

Modelo - 2 cases

Modelo Negro - 2 cases

Budweiser - 15 cases

Michelob Ultra - 13 cases

Mike's Hard - 3 1/2 cases

Blue Moon - 3 cases

Busch Light Tall Boy - 11 cases

PBR Tall Boy - 3 cases

PBR Big Can - 2 cases

Angry Orchard - 2 cases

Corona - 1 case

Twisted Tea - 1 case

Good Boy - 2 cases

Nutril - 1 case

Simply - 4 cases

Skimmers - 1 case

Liquid Ice - 4 cases

Orange Juice - 1 case

Pineapple Juice - 1/2 case

## Liquor

Well Triple Sec - 14

Jose Cuervo - 2

Seagram's - 7

Wild Turkey - 4

Jim Beam - 7

Well Rum - 14

Well Peach Schnapps - 7

Well Vodka - 7

Well Tequila - 13

McCall's - 10

Vanilla McCall's - 2

Rumspleinze - 6

Don Julio Blanco - 1

Rumchata - 2

Frangelico - 2

Smirnoff Vanilla - 1

Tequila Rose - 4

Sheep Dog Peanut Butter - 3

Cream Apple - 2

Crown Royal - 2

Crown Vanilla - 2

Spicy Pickle - 1

Jagermeister - 5

X Rated - 6

Dulce Vida Blanco - 2

Dulce Vida Lime - 7

43 - 3

Kahlua Caramel Swirl - 3

Bottles are 1 liter

**NOTICE OF PUBLIC HEARING ON APPLICATION  
FOR A CLASS "C" LIQUOR LICENSE & MANAGER**

Notice is hereby given that T Marie LLC dba Chandler Bar has applied for a Class "C" Liquor License to sell beer, wine, and distilled spirits, On/Off Sale, at 2617 Chandler Road Bellevue, NE 68147, and Tina Goodspeed as Manager, and temporary operating permit.

A public hearing on the application will be held at the City Council meeting on July 7, 2026, beginning at 6:00 p.m., in the Council Chambers, 1500 Wall Street, Bellevue, NE. At such time all persons desiring to give evidence before the City Council will be heard.

If special accommodations are required, please contact the City Clerk at (402)293-3007 at least twenty-four hours prior to the meeting.

Susan Kluthe  
Bellevue City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12a.  
7/7/2026

COUNCIL MEETING DATE: June 16, 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, Quail Crossing Replat 1, being a replat of Lots 6,7, and Outlot A, Quail Crossing, from BG and RG-20 to RG-20-PS for the purpose of multi-family residential development, with site plan approval: and preliminary plat Lot 1 Quail Crossing Replat 1, Applicant: Quail Crossing, LLC, General location: South 45th Street and Hwy 370.

**SYNOPSIS/BACKGROUND:**

Jeff Stoll, on behalf of Quail Crossing, LLC, is requesting a change of zone from BG and RG-20 to RG-20-PS with site plan approval, and preliminary plat Lot 1, Quail Crossing Replat 1, for the purpose of constructing a 165-unit multi-family residential development. The project will have 165 units in three buildings. Additionally 36 garage stalls, along with 294 surface stalls are proposed. The applicant is also proposing a clubhouse with a fitness room, dog washing station, club/entertainment room, and a pool. This request is in conformance with the Comprehensive Plan.

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. <input type="text" value="Planning Commission Recommendation Sheet"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ordinance No. 4219"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

**SIGNATURES**

LEGAL APPROVAL AS TO FORM:

*Aimee Parfilla*

FINANCE APPROVAL AS TO FORM:

*Joseph Stoll*

ADMINISTRATOR APPROVAL AS TO FORM:

*Shirley Lee*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #'s: S-2604-08

CITY COUNCIL HEARING DATE: July 7, 2026

REQUEST: to rezone Lot 1, Quail Crossing Replat 1, being a replat of Lots 6, 7, and Outlot A, Quail Crossing, from BG & RG-20 to RG-20-PS for the purpose of multi-family residential development, with site plan approval; and preliminary plat Lot 1, Quail Crossing Replat 1. Applicant: Quail Crossing, LLC. General Location: Southeast 45th Street and Hwy 370.

On May 28, 2026, the City of Bellevue Planning Commission voted seven yes, zero no, one absent, and zero abstained:

**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.

VOTE:

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

Planning Commission Hearing was held on: May 28, 2026

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2604-03  
S-2604-09

FOR HEARING OF:  
REPORT #1: May 28, 2026  
REPORT #2: June 16, 2026

### I. GENERAL INFORMATION

#### A. APPLICANT:

Quail Crossing, LLC  
6860 S 118<sup>th</sup> Street  
Omaha, NE 68137

#### B. PROPERTY OWNERS:

Quail Crossing, LLC  
6860 S 118<sup>th</sup> Street  
Omaha, NE 68137

#### C. GENERAL LOCATION:

South 42<sup>nd</sup> Street and Hwy 370

#### D. LEGAL DESCRIPTION:

Lot 1, Quail Crossing Replat 1, being a replat of Lots 6, and 7, and Outlot A, Quail Crossing, located in the Southwest  $\frac{1}{4}$  of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

#### E. REQUESTED ACTIONS:

1. Rezone Lot 1, Quail Crossing Replat 1, from BG and RG-20 to RG-20-PS.
2. Preliminary plat Lot 1, Quail Crossing Replat 1.

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

BG and RG-20, 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 8.124 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

Vacant/undergoing grading

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

- 1. **North:** Highway 370 right-of-way
- 2. **East:** Commercial (across South 42<sup>nd</sup> Street), BGH-PCO
- 3. **South:** Vacant (across Maass Road), AG
- 4. **West:** Commercial (across South 45<sup>th</sup> Street), BG-PCO

**C. RELEVANT CASE HISTORY:**

1. On January 23, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 through 6, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of Northeast ¼ of the Southwest ¼, north of the road, located in the Southwest ¼ of Section 32, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska. City Council approved the aforementioned request on March 4, 2025.

2. On June 26, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 through 7, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of the Northeast ¼ of the Southwest ¼, north of the road, all located in the Southwest ¼ of Section 32, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, from AG and RE to BG and RG-20-PS for the purpose of commercial and multi-family residential development; and preliminary plat Lots 1 through 7, and Outlots A and B, Quail Crossing. City Council approved this request on August 27, 2025.

3. On May 28, 2026, the Planning Commission recommended approval of a request to rezone Lot 1, Quail Crossing Replat 1, being a replat of Lots 6, and 7, and Outlot A, Quail Crossing, located in the Southwest ¼ of Section 32, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, from BG and RG-20 to RG-20-PS for the

purpose of multi-family residential development; and preliminary plat Lot 1, Quail Crossing Replat 1.

**D. APPLICABLE REGULATIONS:**

1. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding Planned Subdivision District uses and requirements.
3. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
4. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
5. 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. The 2022 MAPA traffic data indicates 31,000 vehicles per day along Highway 370 near the intersection of South 42<sup>nd</sup> Street.
2. Shannon Drive will be the east-west street through the proposed plat, with access from South 42<sup>nd</sup> Street and South 45<sup>th</sup> Street.

**D. UTILITIES:**

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

**E. ANALYSIS:**

1. Jeff Stoll, on behalf of Quail Crossing, LLC, has submitted a request to preliminary plat Lot 1, Quail Crossing Replat 1, for the purpose of multi-family residential development.

2. The applicant is also requesting a change of zone from BG and RG-20 to RG-20-PS for the purpose of multi-family residential development.

The RG-20 (General Residential) zoning districts are intended to permit moderately high-density development and uses that are typical and compatible in the operation of apartment houses.

The -PS zoning overlay allows for the construction of multiple buildings on one lot, in addition to encouraging the creative design of new living areas.

3. The Quail Crossing final plat was approved in August 2025. Since that time, the developer has decided to expand the multi family residential development. The proposed plat would keep all the commercial lots on the north side of Shannon Drive, with the multi family development being on the south half of the property.

4. As part of the rezoning, the applicant is requesting the -PS overlay, which requires site plan approval.

5. The developer is proposing 165 units in three buildings. The applicant has indicated the unit breakdown as follows: 30 efficiency units, 51 one-bedroom units, 66 two-bedroom units, and 18 three-bedroom units.

The proposed RG-20 zoning would allow a density of 171 units on the property.

6. The site plan shows 36 garage stalls, along with 294 surface stalls, for a total of 330 parking spaces. This meets the minimum requirements of two stalls per dwelling unit.

7. The applicant submitted a landscape plan as part of the site plan approval package. The landscape plan meets the minimum requirements of Section 8.12 and Article 9, Zoning Ordinance.

At staff's request, the developer has included additional plantings along the western and southern property lines to enhance screening adjacent to nearby residential properties.

8. Any construction on this property will need to comply with Section 8.12, Zoning Ordinance, for design standards. Compliance with these regulations will be reviewed as part of the building permit process.

9. A clubhouse and pool are proposed for this development. The proposed clubhouse amenities will include a fitness room, dog washing station, club/entertainment room, as well as the on-site leasing and property management offices.

10. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, Metropolitan Utilities District, Cox Cable, Black Hills Energy, CenturyLink, Sarpy County GIS/911, OPPD, MAPA, 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 stated if the requested department did not have comments pertaining to the application, no response was needed.

The Public Works Department requested technical revisions to the preliminary plat and storm sewer drainage report. The applicant's engineer has satisfied these comments.

Grading has been occurring on the site. The Public Works Department has been made aware of numerous deficiencies in sediment and erosion control practices on site. A Letter of Warning was sent to the site owner on May 20, 2026, which requested compliance by May 27, 2026. The developer has taken the necessary steps to come into compliance. The site should be in compliance prior to City Council approval.

No other comments were received.

11. The requested change in zone from BG to RG-20 represents a less intense use along Maass Road and a nearby residential neighborhood.

12. The Future Land Use Map of the Comprehensive Plan designates this area as mixed use. This request is in compliance with the Comprehensive Plan.

#### **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.

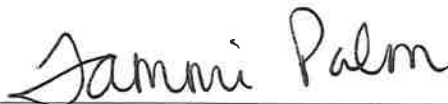
**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Zoning justification letter received April 17, 2026
4. Preliminary plat received May 18, 2026
5. Site plan received May 18, 2026
6. Landscape plan received May 18, 2026

**VII. COPIES OF REPORT TO:**

1. Quail Crossing, LLC. (Attn: Austin Alff)
2. E & A Consulting Group, Inc. (Attn: Jeff Stoll)
3. Scott Alff
4. Public Upon Request

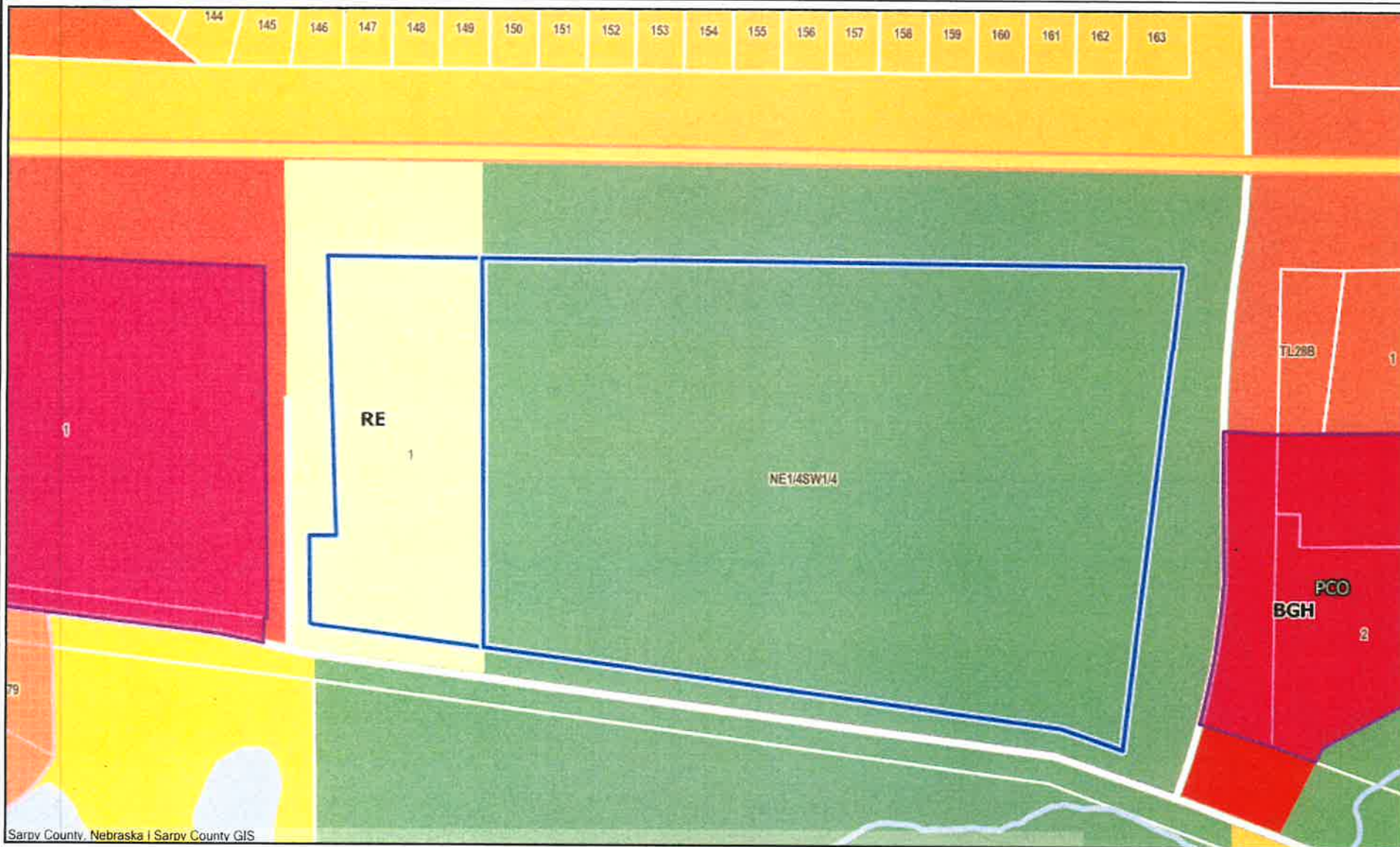
  
Assistant Planning Manager

 06/09/26  
Planning Director Date of Report

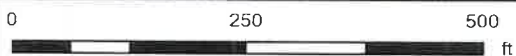


SARPY COUNTY  
NEBRASKA

# Zoning Map



Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 3090

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

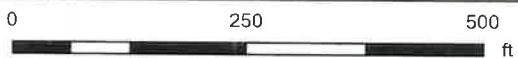




# Aerial Map



Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 3090

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





E & A CONSULTING GROUP, INC.

*Engineering Answers*

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950  
P 402.895.4700 • F 402.895.3599  
www.eacg.com

April 17, 2026

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

RE: Quail Crossing Replat 1 – Preliminary Plat & Change of Zone Submittal  
E&A File: P2023.157.004

Dear Tammi,

On behalf of our client, Quail Crossing, LLC, we hereby submit an application for the above referenced project. The application intends to replat Lots 6 and 7, Quail Crossing, and Outlot A, Quail Crossing into one lot. With this application we are proposing to rezone the property with the Planned Subdivision (PS) overlay district. All documents included are listed on the attached transmittal.

If you have any questions regarding this application, please contact me at 402-895-4700 or by email at [jstoll@eacg.com](mailto:jstoll@eacg.com).

Sincerely,  
E & A Consulting Group, Inc

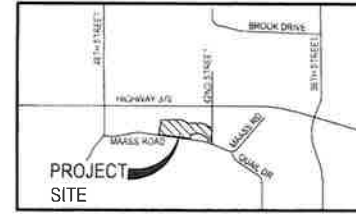
A handwritten signature in blue ink, appearing to read 'J. Stoll', is written over a light blue horizontal line.

Jeff Stoll  
Platting Services Department Manager

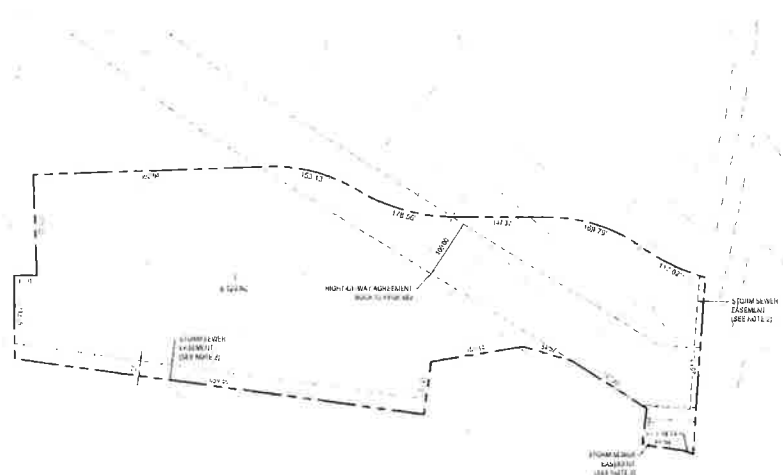
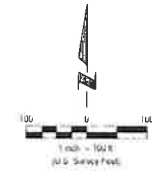
# QUAIL CROSSING REPLAT 1

LOT 1

A TRACT OF LAND BEING A REPLAT OF LOTS 6, 7 AND QUAIL 'K' QUAIL CROSSING A SUBDIVISION LOCATED IN THE 14th OF THE SW/4th SECTION 22, TOWNSHIP 14 NORTH, RANGE 13 EAST 101, THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.



VICINITY MAP



HG-20 PLS CURBING SETBACK TABLE LOT 1	
FRONT YARD	25
INTERIOR SIDE YARD	5
STREET SIDE YARD	30
REAR YARD	10

**LEGAL DESCRIPTION**

A TRACT OF LAND BEING A REPLAT OF LOTS 6, 7 AND QUAIL 'K' QUAIL CROSSING A SUBDIVISION LOCATED IN THE 14th OF THE SW/4th SECTION 22, TOWNSHIP 14 NORTH, RANGE 13 EAST 101, THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS AN AREA OF 35,973 SQUARE FEET OR 0.82 ACRES MORE OR LESS.

**DEVELOPERS/OWNER**

QUAIL CROSSING LLC

1400 S 17TH STREET

WASHTON, NE 68080

**OWNER**

QUAIL CROSSING LLC

1400 S 17TH STREET

WASHTON, NE 68080

**AREAS**

FRONT YARD

REAR YARD

TOTAL

0.82 AC

0.82 AC

0.82 AC

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0.82 AC

0.82 AC

0.82 AC

0.82 AC

0.82 AC

0.82 AC

**LEGEND**

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- EASEMENT FOR PIPE
- FINISHED FOR PIPE
- BUILDING
- POWER RISER
- GUY WIRE
- LIGHT POLE
- TELEPHONE RISER
- CABLE TV RISER
- FIRE HYDRANT
- UTILITY VALVE (WATER)
- MANHOLE
- CURB INLET
- UTILITY VALVE (GAS)
- SIGN
- FENCE LINE
- TIES LINE
- WATER LINE
- POWER LINE (OVERHEAD)
- POWER LINE (UNDER GROUND)
- COMMUNICATION LINE (UNDER GROUND)
- SANITARY SEWER LINE
- STORM SEWER LINE
- FIBER OPTICS LINE

- 1. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO S 40th STREET, S 41st STREET AND MASS ROAD FROM LOT 1.
- 2. TYPICAL UTILITY EASEMENTS WILL BE INDICATED WITH THE FINAL PLAN.

RECEIVED  
MAY 18 2026  
PLANNING DEPT.

**E & A CONSULTING GROUP, INC.**  
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1200 Broadway, West, Suite 100 • Omaha, NE 68102  
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QUAIL CROSSING REPLAT 1  
LOT 1  
RELATIVE OFFSHOTS

PRELIMINARY PLAN

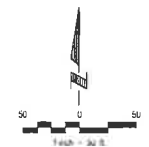
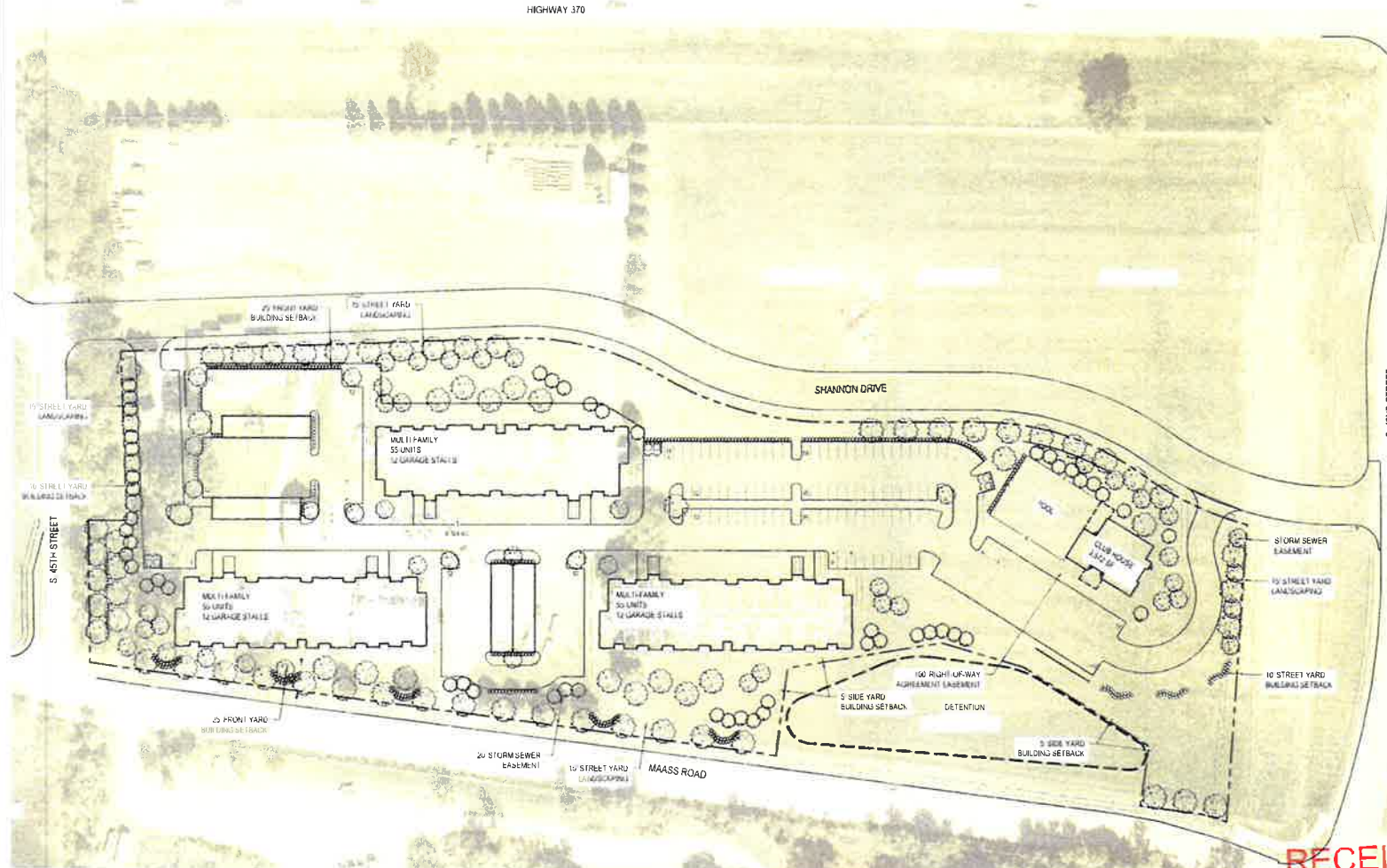
Date:	Project:	Revision:	Drawing:	Sheet:

APARTMENT UNIT MIX			
UNIT TYPE	UNIT QTY	STALLS PER UNIT	PARKING REQ
EFFICIENCY	20	2.0	60
ONE BED	51	2.0	102
TWO BED	86	2.0	172
THREE BED	18	2.0	36
TOTAL	175	2.0	370

SITE ANALYSIS TABLE	
CONRAD HEIGHTS	303,901 S.F.
SITE AREA	60,500 S.F. (17.12A)
BUILDING COVERAGE	138,930 S.F. (39.54%)
TOTAL PAVED AREA	266 STALLS
SURFACE PARKING	68 STALLS
GARAGE PARKING	198 STALLS
TOTAL PARKING	266 STALLS
ADA PARKING	8 STALLS
PARKING RATIO	2.02 STALLS/UNIT
TOTAL UNITS	175
DENSITY	2.746 S.F./ACR



VICINITY MAP



LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- ADJACENT
- SETBACK

RC-20-PS ZONING SETBACK TABLE LOT 1

FRONT YARD	REAR YARD
5	10
5	10
5	10

RC-40-PS MULTI-FAMILY REG.

LUF AREA PER UNIT	2,000 SF
MAX HEIGHT	75 FT
MAX IMPERVIOUS AREA	80%
STALLS PER UNIT	2 STALLS

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 Phone: (305) 441-4777  
 www.eacg.com  
 State of FL Certificate #14466000000000



QUAL CROSSING REPORT 1  
 MULTISTORY APARTMENT

PLANNED SUBDIVISION  
 SITE PLAN

DATE	BY	DESCRIPTION
03/23/2024	BOB/BOB	REVISION
03/23/2024	BOB/BOB	REVISION
03/23/2024	BOB/BOB	REVISION
03/23/2024	BOB/BOB	REVISION

RECEIVED  
 MAY 18 2026  
 PLANNING DEPT.



ORDINANCE NO. 4219

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4207 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT SOUTH 42nd STREET AND HWY 370, 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. 4207 is hereby amended to change the zone classification of the following described parcel of land:

Lot 1, Quail Crossing Replat 1, being a replat of Lots 6 and 7, and Outlot A, Quail Crossing, and Part of the Northeast 1/4 of the Southwest 1/4 North of the road all located in the Southwest 1/4 of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From BG (General Business) and RG-20 (General Residential – 2,000 Square Foot Zone) to RG-20-PS (General Residential – 2,000 Square Foot Zone – Planned Subdivision).

(Quail Crossing, LLC)

Section 2. This ordinance shall not take effect until such time as the final plat of Quail Crossing is filed with the Sarpy County Register of Deeds in accordance with Section 4-10 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

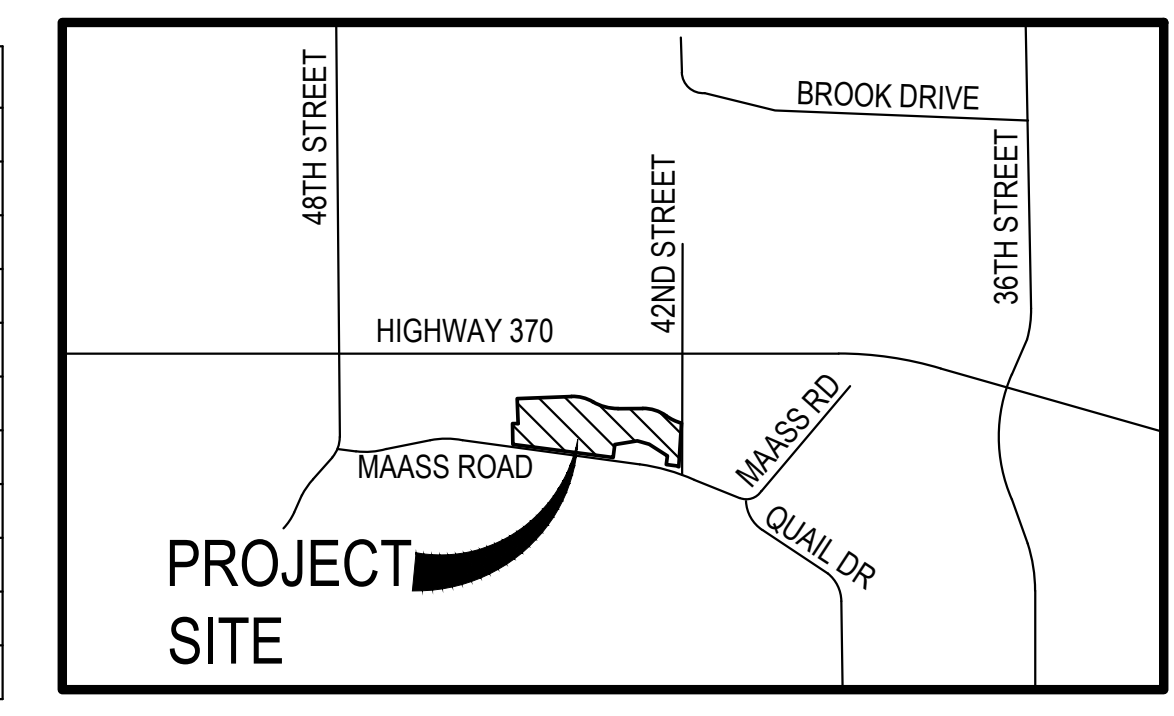
First Reading: \_\_\_\_\_

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

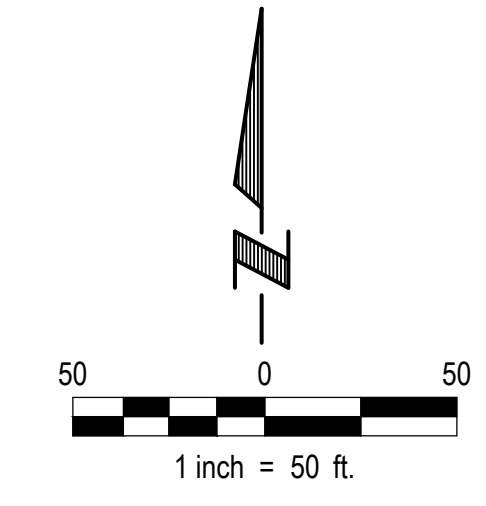
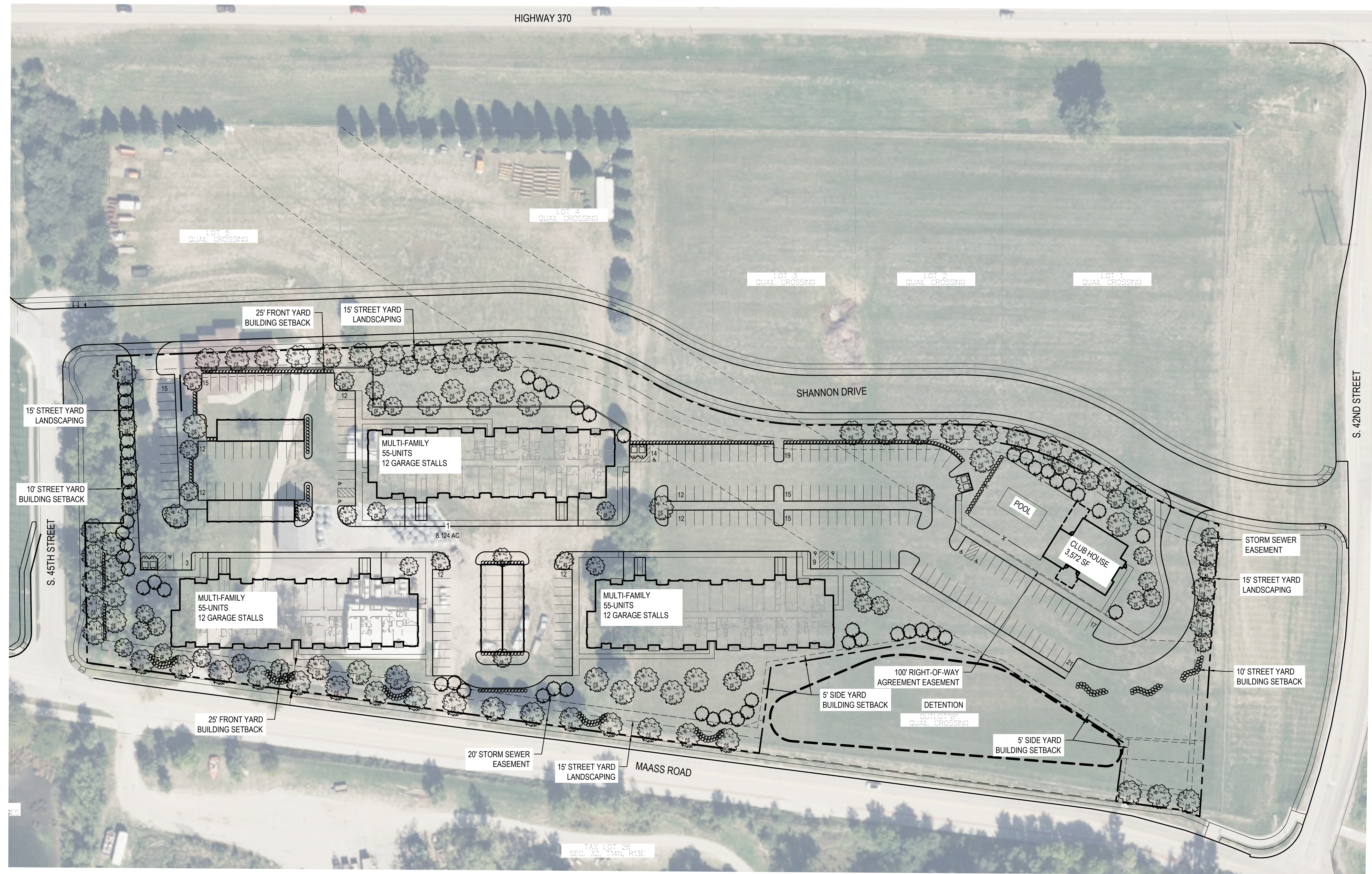
Third Reading: \_\_\_\_\_

APARTMENT UNIT MIX			
UNIT TYPE	UNIT QTY	STALLS PER UNIT	PARKING REQ.
EFFICIENCY	30	2.0	60
ONE BED	51	2.0	102
TWO BED	66	2.0	132
THREE BED	18	2.0	36
<b>TOTAL</b>	<b>165</b>	<b>2.0</b>	<b>330</b>

SITE ANALYSIS TABLE	
ZONING: RG-20-PS	
SITE SIZE	353,901 S.F.
BUILDING COVERAGE	60,595 S.F. (17.12%)
TOTAL PAVED AREA	139,939 S.F. (39.54%)
SURFACE PARKING	266 STALLS
GARAGE PARKING	68 STALLS
TOTAL PARKING	334 STALLS
ADA PARKING	8 STALLS
PARKING RATIO	2.02 STALLS / UNIT
TOTAL UNITS	165
DENSITY	2,146 S.F. / UNIT



VICINITY MAP



LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT
- SETBACK

RG-20-PS ZONING SETBACK TABLE  
LOT 1

FRONT YARD	25'
INTERIOR SIDE YARD	5'
STREET SIDE YARD	10'
REAR YARD	10'

RG-20-PS MULTI-FAMILY REGS

LOT AREA PER UNIT:	2,000 SF
MAX HEIGHT:	75 FT
MAX IMPERVIOUS AREA:	80%
STALLS PER UNIT:	2 STALLS

**E & A CONSULTING GROUP, INC.**  
 Engineering • Planning • Environmental & Field Services  
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 State of NE Certificate of Authorization #C-0008



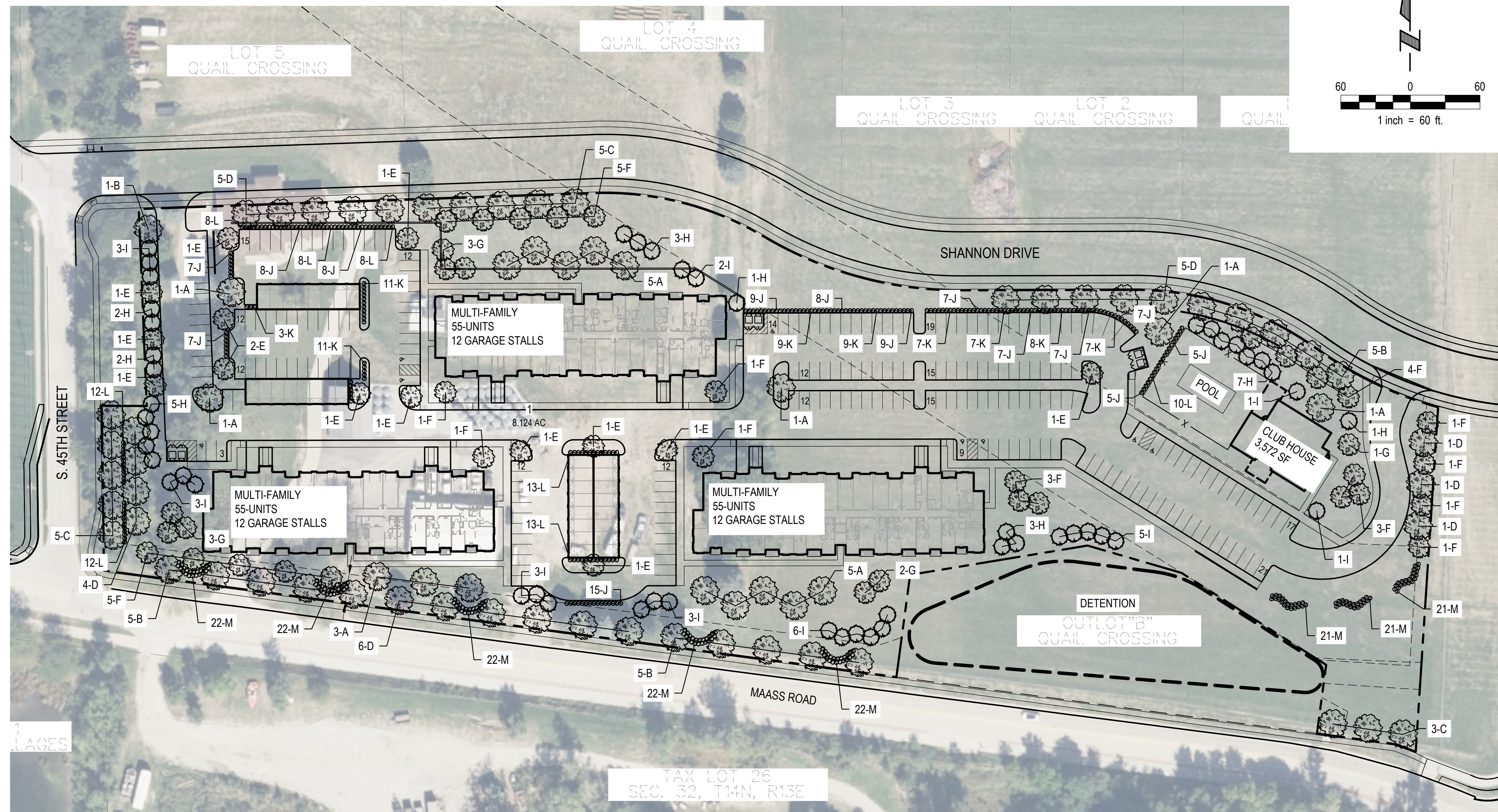
QUAIL CROSSING REPLAT 1  
 BELLEVUE, NEBRASKA

PLANNED SUBDIVISION  
 SITE PLAN

Revisors	Description	Date
AS		05/18/2026

Proj No: P2023.157.004  
 Date: 05/18/2026  
 Designed By: KJH / KCH  
 Drawn By: KGH / MNM  
 Scale: AS SHOWN  
 Sheet: 1 of 2

5/18/2026 9:16 AM K:\Projects\2023\157\004\Planning & Field Services\2023\157\004\Site Plan\2023.157.004.dwg



## PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	18	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2"	B&B
B	16	Acer freemanii 'Jeffersred'	Autumn Blaze Maple	2"	B&B
C	13	Quercus rubrum	Red Oak	2"	B&B
D	23	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo	2"	B&B
E	14	Tilia cordata 'Greenspire'	Greenspire Linden	2"	B&B
F	28	Malus 'Spring Snow'	Spring Snow Crabapple	2"	B&B
G	9	Malus x 'Prairifire'	Prairifire Crabapple	2"	B&B
H	24	Picea pungens 'Glauca'	Colorado Blue Spruce	6'-7'	B&B
I	27	Picea glauca 'Densata'	Black Hills Spruce	6'-7'	B&B
J	109	Juniperus chinensis 'Sea Green'	Sea Green Juniper	3 Gal.	Cont.
K	72	Hydrangea paniculata 'ILVOBO'	Bobo Hardy Hydrangea	3 Gal.	Cont.
L	84	Euonymus alatus compactus	Dwarf Burning Bush	3 Gal.	Cont.
M	173	Viburnum opulus 'Nanum'	Dwarf Cranberry Bush Viburnum	3 Gal.	Cont.

### TREE NOTES:

- Landscape contractor shall coordinate with all utilities and general contractor to field verify all utility locations that may conflict with all proposed tree planting locations on the project site.

### ARTICLE 9: LANDSCAPING, SCREENING, AND FENCING REGULATIONS

- 8.12.06 Landscaping Design Criteria
8. Multi-family developments shall provide one deciduous shade or one evergreen tree, or two ornamental trees and three shrubs for every two dwelling units. This requirement is in addition to street yard landscaping requirements.  
 Required = 83 trees & 249 shrubs (165 units / 2)      Provided = 83 (71 shade & evergreen & 24 ornamental) trees & 249 shrubs
9. A. Plant materials shall include one deciduous shade or one ornamental tree and three shrubs for every 40 linear feet of street frontage.  
 Shannon Drive (North) - Required = 29 trees & 87 shrubs (1,158 LF / 40)      Provided = 29 trees & 87 shrubs  
 S. 45th Street (West) - Required = 8 trees & 24 shrubs (312 LF / 40)      Provided = 8 trees & 24 shrubs  
 Mass Road (South) - Required = 19 trees & 57 shrubs (776 LF / 40)      Provided = 19 trees & 57 shrubs  
 S. 42nd Street (East) - Required = 7 trees & 21 shrubs (298 LF / 40)      Provided = 7 trees & 21 shrubs
10. A. There shall be 19 square feet of landscape area per parking stall.  
 Required = 4,237 SF (223 stalls x 19)      Provided = 11,047 SF
10. B. One tree which provides shade or is capable of providing shade at maturity shall be provided for every 300 square feet of required landscape area.  
 Required = 14 trees (4,237 / 300 = 14.12)      Provided = 14 trees

### LANDSCAPE NOTES:

- Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
- All plant material shall be of good quality and sizes shall meet required size specifications.
- All plants are to be watered in immediately after planting and then watered once a week for a period of two months from time of planting.
- All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
- Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
- The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
- Provide commercially available shredded hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Mulch shall be reasonably free of leaves, twigs, sawdust, toxic substances, or other foreign materials. Minor site grading to be included if needed.
- All trees are to be staked for a period of not less than one year from time of planting.
- Contractor to coordinate work with other amenities contractors.

### IRRIGATION NOTES:

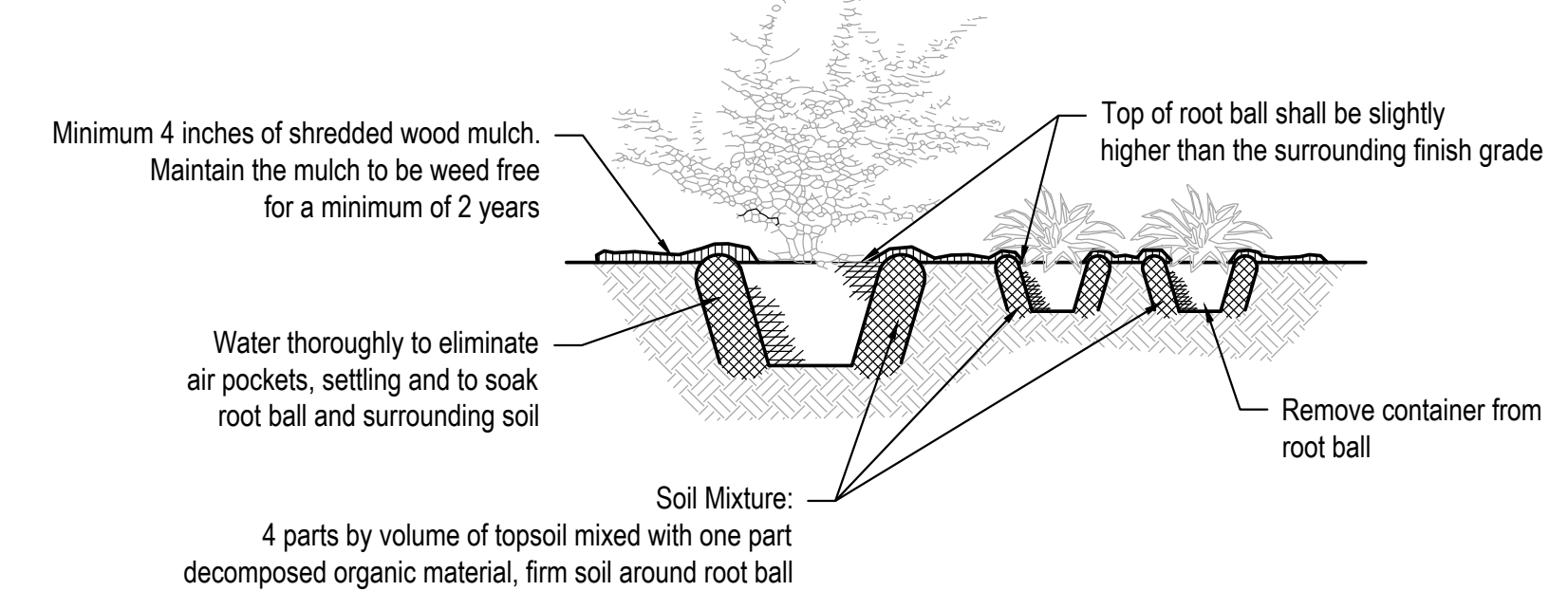
- Irrigation bid to include meter pit and MUD fees.
- Irrigate all sodded areas.
- Irrigation controller to be mounted in a steel utility box with hasp for pad lock.
- Irrigation system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
- Irrigation contractor responsible to winterize system one time.
- Irrigation contractor to furnish as built drawing of the system and catalogue cuts of the installed equipment prior to final payment.
- Irrigation contractor to provide owner and engineer an irrigation plan shop drawing and equipment catalog cuts for approval prior to installation.
- Contractor to coordinate work with other amenities contractors.

### SEEDING NOTES:

- Seeding shall be Superturf II no rye (sod grower) lateral spread tall fescue kentucky bluegrass mixture from United Seeds, Inc. Planting method and seeding rate shall be 10 lbs per 1,000 sq ft. Seeding dates: March-June, dormant seeding: December-March.
- Matting shall be installed over all seeding areas (S150BN - NAG Erosion Control Blanket OR EQUIVALENT).

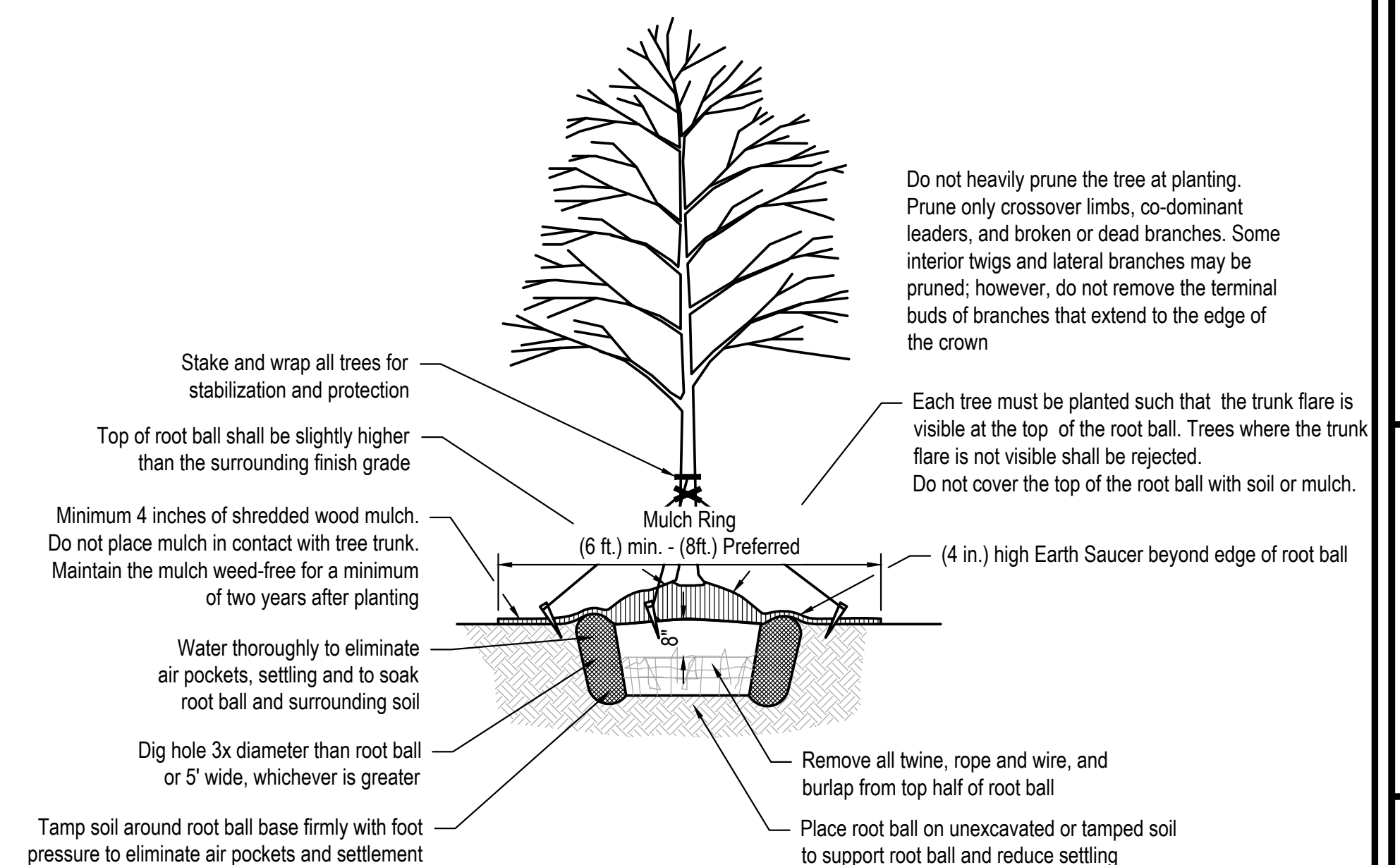
### SODDING NOTES:

- The contractor shall notify the architect at least forty-eight hours in advance of the time he intends to begin sodding and shall not proceed with such work until permission to do so have been granted. No frozen sod shall be placed. No sodding shall be done on frozen earth.
- Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of transplanting. Dumping of vehicles will not be permitted. The sod shall be planted within eighteen (18) hours from the time it is harvested unless it is tightly rolled or stored roots-to-roots in a satisfactory manner. All sod in stacks shall be kept moist and shall be protected from exposure to the sun and from freezing. No storage longer than three (3) days will be permitted. Sod which becomes dried out or does not meet the specifications will be rejected.
- There shall be a minimum of six inches, after tamping, of topsoil under all sod. Excavations or trenching shall be made to a sufficient depth below the finished grade of the sod to accommodate the depth of topsoil as specified and the thickness of sod as specified. Fertilizer shall be applied at a rate to provide 100 pounds of nitrogen per acre unless fertilizer has been applied under another item in this contract to the topsoil in the sod bed. Fertilizer applied under this item shall be incorporated with the topsoil to a depth of at least two inches before the sod is laid, unless otherwise specified or approved. Incorporation shall be accomplished by disking, harrowing, drilling, raking or other approved means.
- The soil on which the sod is laid shall be reasonably moist and shall be watered, if so directed. The sod shall be laid smoothly, edge to edge, and all openings shall be plugged with sod. Immediately after the sod is laid, it shall be pressed firmly into contact with the sod bed by tamping, rolling, or by other approved methods so as to eliminate all air pockets, provide true and even surfaces, secure knitting and protect all exposed sod edges but without displacement of the sod or deformation of the surface of the sodded areas and watered at the rate of five gallons per square yard of sodded area unless otherwise directed.
- The contractor shall take care of the sodded areas until all work on the entire contract has been completed, and sod has been mowed twice and then accepted. Such care shall consist of providing protection against traffic by approved warning signs or barricades and the mowing of grass to the height of two inches when the growth attains a maximum height of four inches.
- Sod shall also be watered. When the sod is watered, sufficient water shall be applied to wet the sod at least two inches deep in the sod bed. Watering shall be done in a manner which will not cause erosion or other damage to the finished surfaces. Any surfaces which become gullied or otherwise damaged shall be repaired to reestablish the grade and conditions of the soil prior to sodding and shall then be re-fertilized and re-sodded as specified under this item.
- In drainage-ways or slopes, the sod shall be laid with their longest dimensions parallel to the contours. Such sodding shall begin at the base of slopes or grades and the sodding progress in continuous parallel rows working upward. Vertical joints between such sodding shall be staggered. All sod shall be laid to the grades specified and the grades formed with special care at the junction of drainage-ways.
- Sod shall be held in place by stakes in all drainage-ways, on all slopes steeper than 4:1 and elsewhere where specified or as directed. Pegging shall be done immediately after tamping. At least one stake shall be driven through each sod to be staked, and the stakes shall not be more than two feet apart. Stakes shall have their flat sides against the slope and be driven flush. Stakes for pegging sod shall be of wood, approximately one inch by two inches and of sufficient length to penetrate the sod, the topsoil and to a minimum depth of two inches of subsoil.
- The contractor shall keep all sodded areas thoroughly watered for a period of thirty (30) calendar days after the initial laying and as often as required thereafter until sod has been fully established (two mowings) and accepted by the engineer and owner. Contractor to use temporary irrigation for the watering of the sod. Contractor to supply all necessary hoses, fittings and sprinklers for all watering needs.
- All sod must be fully established (two mowings) and growing at the time of inspection and acceptance.



## SHRUB & PERENNIAL PLANTING DETAIL

NOT TO SCALE



## TREE PLANTING DETAIL - B & B TREE

NOT TO SCALE



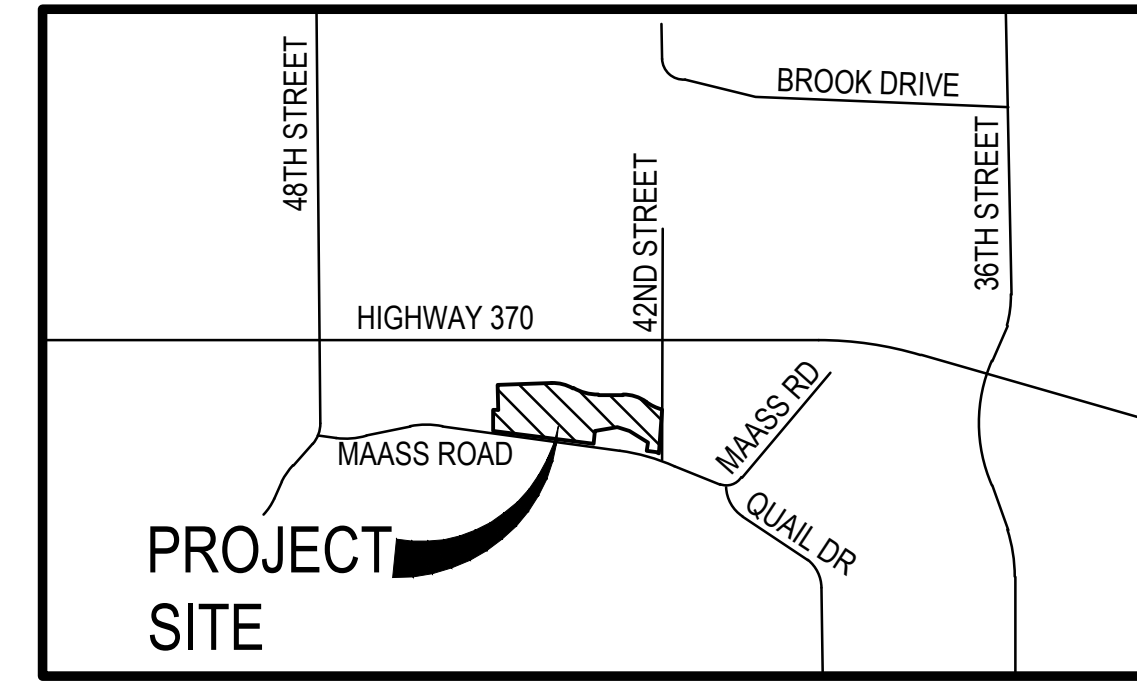
Revisions	Description	Date
1	AS SHOWN	05/18/2026

Proj No: P2023.157.004  
 Date: 05/18/2026  
 Designed By: KJH / KCH  
 Drawn By: KGH / MNM  
 Scale: AS SHOWN  
 Sheet: 2 of 2

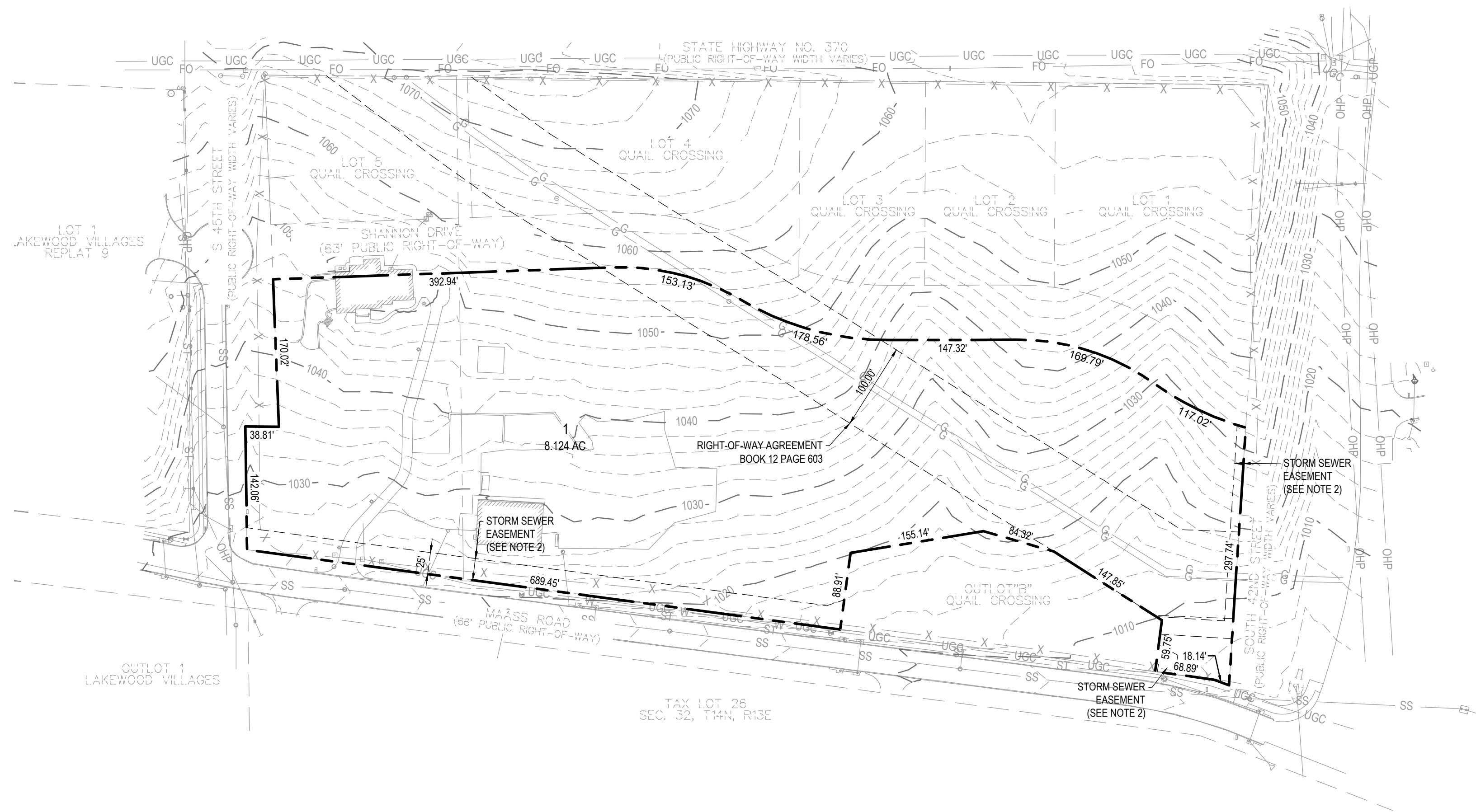
# QUAIL CROSSING REPLAT 1

LOT 1

A TRACT OF LAND BEING A REPLATTING OF LOTS 6, 7, AND OUTLOT "A", QUAIL CROSSING, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA



VICINITY MAP



YARD TYPE	SETBACK
FRONT YARD	25'
INTERIOR SIDE YARD	5'
STREET SIDE YARD	10'
REAR YARD	10'

**LEGAL DESCRIPTION**

A TRACT OF LAND BEING A REPLATTING OF LOTS 6, 7, AND OUTLOT "A", QUAIL CROSSING, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA

SAID TRACT OF LAND CONTAINS AN AREA OF 353.913 SQUARE FEET OR 8.125 ACRES, MORE OR LESS.

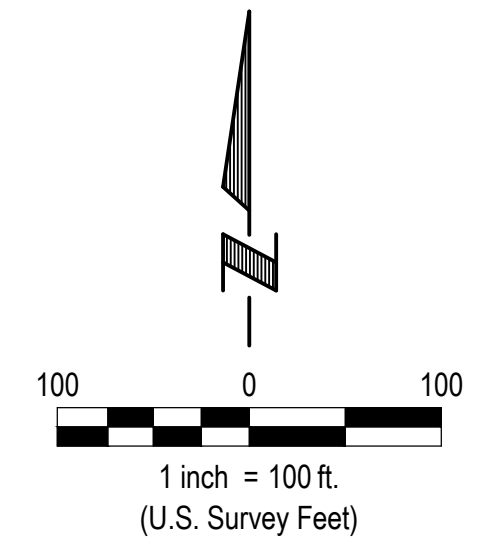
DEVELOPER/OWNER  
QUAIL CROSSING, LLC  
6860 S 118TH STREET  
OMAHA, NE 68137

**ZONING:**

EXISTING	BG/RG-20	
PROPOSED:	RG-20-PS, LOT 1	8.124 AC
TOTAL		8.124 AC

**NOTES:**

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO S 42ND STREET, S 45TH STREET, AND MAASS ROAD FROM LOT 1.
- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.



**LEGEND**

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- EXIST. PROPERTY LINES
- (PTP) PINCHED TOP PIPE
- ▭ BUILDING
- ⬜ P POWER RISER
- ⬜ P POWER POLE
- GUY WIRE
- ☀ LIGHT POLE
- ⬜ T TELEPHONE RISER
- ⬜ TV CABLE TV RISER
- FIRE HYDRANT
- ⊗ UTILITY VALVE (WATER)
- MANHOLE
- ⊗ CURB INLET
- ⊗ UTILITY VALVE (GAS)
- SIGN
- X - X - FENCE LINE
- G - G - GAS LINE
- W - W - WATER LINE
- OHP - OHP - POWER LINE (OVERHEAD)
- UGP - UGP - POWER LINE (UNDER GROUND)
- UGC - UGC - COMMUNICATION LINE (UNDER GROUND)
- SS - SS - SANITARY SEWER LINE
- ST - ST - STORM SEWER LINE
- FO - FO - FIBER OPTICS LINE

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www.eaeg.com  
State of NE Certificate of Authorization #CA0008



QUAIL CROSSING REPLAT 1  
LOT 1  
BELLEVUE, NEBRASKA

PRELIMINARY PLAT

Revisions	Description	Date
1		

Proj No:	P2023.157.004
Date:	05-02-2026
Designed By:	JRS
Drawn By:	BLH
Scale:	1" = 100'
Sheet:	1 of 1

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CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/16/2026		SUBMITTED BY: Police Department/Legal	
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:

Operation of Off-Road Recreational Vehicles on City Property

SYNOPSIS/BACKGROUND:

This ordinance would prohibit the operation of off-road recreational vehicles on public streets, alleys, sidewalks, bikeways, trails, and other public property of the City, with specific exceptions provided in Section 3, and provide for a criminal penalty for violating the ordinance.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

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

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

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

RECOMMENDATION:

Approval of Ordinance No. 4220

ATTACHMENTS:

1. Ordinance No. 4220	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Amber Bohalla*  
*[Signature]*  
*[Signature]*

## ORDINANCE NO. 4220

**AN ORDINANCE TO AMEND CHAPTER 20, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW ARTICLE V, SECTIONS 20-46 THROUGH 20-51 TO PROHIBIT THE OPERATION OF OFF-ROAD RECREATIONAL VEHICLES UPON THE PUBLIC STREETS, ALLEYS, SIDEWALKS, BIKEWAYS, TRAILS, AND OTHER PUBLIC PROPERTY OF THE CITY; PROVIDING DEFINITIONS; PROVIDING EXCEPTIONS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Bellevue is a city of the first class organized under the laws of the State of Nebraska and is authorized under Neb. Rev. Stat. §§ 60-678 and 60-680 to regulate the use of its streets, alleys, sidewalks, and other public ways in the interest of public health, safety, and welfare; and

WHEREAS, off-road recreational vehicles — including mini-bikes, pit bikes, dirt bikes, go-carts, golf carts, off-road motorcycles, electric motorcycles and similar light electric vehicles, all-terrain vehicles, utility task vehicles, and side-by-sides — are manufactured for off-road use, are not equipped to lawfully operate on public streets, and are being operated on the streets, sidewalks, bikeways, and trails of the City; and

WHEREAS, such vehicles do not conform to the accepted definitions of street-legal mopeds and electric bicycles as defined under Neb. Rev. Stat. §§ 60-614.02, 60-614.03, 60-614.04, 60-618.03, and 60-637; and

WHEREAS, such vehicles are not eligible for registration as motor vehicles in the State of Nebraska, are not titled, are not insured under standard motor vehicle policies, and are operated by individuals who in many cases are unlicensed or below the minimum age for motor vehicle operation; and

WHEREAS, the operation of such vehicles upon city streets, sidewalks, bikeways, and trails has resulted in collisions, near-collisions, complaints from residents, and a documented risk to operators, pedestrians, and other lawful users of the public way; and

WHEREAS, the City Council finds it necessary and appropriate to clearly prohibit the operation of such vehicles on public property within the corporate limits of the City of Bellevue;

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

**Section 1.** That Chapter 20, Article 5, Section 20-46 of the Bellevue Municipal Code is hereby added and shall read as follows:

### **§ 20-46 Definitions.**

As used in this Article, the following terms shall have the meanings set forth below:

(a) "Off-road recreational vehicle" means any gas or electric powered two-, three-, or four-wheeled vehicle that:

- (1) is designed, manufactured, or marketed for off-road use; and
- (2) is not equipped with the lighting, mirrors, horn, braking systems, tires, vehicle identification numbers, or other equipment required by Nebraska law for operation on public streets.

The term includes, without limitation, mini-bikes, pit bikes, dirt bikes, go-carts, golf carts, off-road motorcycles, electric motorcycles and similar light electric vehicles, all-terrain vehicles, utility task vehicles, side-by-sides, and gas or electric scooters that do not meet the definition of a moped or electric bicycle under the laws of the State of Nebraska.

Evidence that a vehicle is designed, manufactured, or marketed for off-road use may include, without limitation: the absence of a manufacturer's certification label indicating compliance with Federal Motor Vehicle Safety Standards; the absence of a Vehicle Identification Number issued by the manufacturer for on-road use; the vehicle's ineligibility

for titling or registration with the Nebraska Department of Motor Vehicles; manufacturer specifications, user manuals, owner's manuals, or marketing materials describing the vehicle as intended for off-road, trail, dirt, motocross, or competition use; or the absence of equipment required by Nebraska law for operation on public streets.

- (b) "Street-legal" means lawfully eligible to be operated upon the public streets and highways of this state, including being properly registered and titled with the Nebraska Department of Motor Vehicles, displaying a current and valid license plate, and being equipped in accordance with all applicable provisions of Chapter 60 of the Nebraska Revised Statutes.
- (c) "Public property" means any street, alley, roadway, sidewalk, bikeway, multi-use trail, park, parking lot, or other real property owned, leased, or controlled by the City of Bellevue, or any public right-of-way within the corporate limits of the City.
- (d) "Operate" means to ride, drive, propel, or be in actual physical control of a vehicle, whether or not the motor is engaged.

**Section 2.** That Chapter 20, Article 5, Section 20-47 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 20-47 Prohibition.**

- (a) It shall be unlawful for any person to operate an off-road recreational vehicle upon any public property within the corporate limits of the City of Bellevue.
- (b) The prohibition set forth in subsection (a) of this Section applies regardless of the age of the operator, the speed at which the vehicle is operated, or the duration of the operation.

**Section 3.** That Chapter 20, Article 5, Section 20-48 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 20-48 Exceptions.**

The prohibition contained in Section 2 shall not apply to:

- (a) Operation by a law enforcement officer, firefighter, public safety official, or City employee acting within the scope of his or her official duties; or
- (b) The direct crossing of a public street or alley at a right angle from one parcel of private property to another, provided the operator dismounts and walks the vehicle across the public way if such vehicle is of a type that can be dismounted; or
- (c) Operation, by an individual with a mobility disability, of an electric wheelchair or personal assistive mobility device designed primarily for individuals with mobility impairments; or
- (d) Operation in connection with an organized parade, public event, festival, exhibition, concert, athletic event, or similar gathering authorized by the City; or
- (e) Operation, on a sidewalk, trail, or other pedestrian pathway, of an electric-powered personal mobility device intended to transport a single person, with a maximum motor-powered speed not exceeding 20 miles per hour.

**Section 4.** That Chapter 20, Article 5, Section 20-49 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 20-49 Penalty.**

- (a) Any person who violates any provision of this Article shall be guilty of a Class III misdemeanor and, upon conviction, shall be punished by a fine of not exceeding \$500.00 or by imprisonment not to exceed six months or both such fine and imprisonment in the discretion of the court, and such violator may be committed to the county jail until such fine and costs of prosecution are paid.
- (b) Each separate occurrence of operation in violation of this Article shall constitute a separate offense.

(c) Nothing in this Article shall limit the authority of a peace officer to enforce any other applicable provision of state law or municipal ordinance arising out of the same conduct, including but not limited to violations of Chapter 60 of the Nebraska Revised Statutes.

**Section 5.** That Chapter 20, Article 5, Section 20-50 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 20-50 Parental Responsibility.**

It shall be unlawful for the parent, legal guardian, or other adult having custody of a minor under the age of eighteen (18) years to knowingly permit such minor to operate an off-road recreational vehicle upon public property in violation of this Article. A violation of this Section may be punishable as provided in Section 4 above.

**Section 6.** That Chapter 20, Article 5, Section 20-51 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 20-51 Severability.**

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 7. Repeal of Conflicting Ordinances.**

All ordinances or parts of ordinances of the City of Bellevue in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**Section 8. Effective Date.**

This Ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

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

SUBJECT:

Application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 14, 2026 at the Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 15, 2026 at Mission Avenue and Washington Park from 6:00 a.m. to 3:00 p.m. Request to waive \$50.00 event license fee.

SYNOPSIS/BACKGROUND:

The "Arrows to Aerospace Celebration" is an annual event held by the Kiwanis Club which includes a parade and various other activities at the Bellevue Senior Center, Mission Avenue and Washington Park. The event will be held on Friday, August 14, 2026 at Bellevue Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 15, 2026 on Mission Avenue and at Washington Park from 6:00 a.m. to 3:00 p.m.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of application from Kiwanis Club of Bellevue-Offutt for the Arrows to Aerospace Celebration on Friday, August 14, 2026 at Bellevue Senior Center from 11:00 a.m. to 3:00 p.m. and Saturday, August 15, 2026, on Mission Avenue and at Washington Park from 6:00 a.m. to 3:00 p.m.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Willis*  
*[Signature]*  
*[Signature]*

**Notice of Public Hearing**  
**Arrows to Aerospace Event**

Notice is hereby given, pursuant to Sec. 5-36 through 5-40 of the Bellevue City Code, on Tuesday, July 7, 2026, the Bellevue City Council will hold a public hearing on the request of an Event License Application for Arrows to Aerospace to host their annual celebration the following days and times: Friday, August 14, 2026 from 11:00 a.m. – 3:00 p.m. at the Senior Center; Saturday, August 15, 2026 from 6:00 a.m. – 3:00 p.m. on Mission Ave. and at Washington Park.

The meeting is open to the public and the public is encouraged to attend. Requests for special accommodations must be placed with the City Clerk at least forty-eight hours prior to the meeting.

Susan Kluthe  
Bellevue City Clerk



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

APPLICATION FOR EVENT LICENSE

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

Organization Name: Kiwanis Club of Bellevue Offutt Date: 6/8/2026

Contact Person Information for Organization:

Name: Karen Mier Phone: 402 990 1295 Email: gjmier@cox.net
Address: 12802 S. 33rd St. City: Bellevue State: NE Zip: 68123

Event Information:

Event Name: Arrows to Aerospace

Location of Event/Alternate Location:

Senior Center (Friday); Mission Ave. and Washington Park (Saturday)

Dates of Event: Aug. 14, 15, 2026 Alternate Dates: none Hours of Event: 8/14, 11-3; 8/15, 6a-3p

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

- 1. Sanitary Facilities: We order Porta potties for Washington Park and along the parade route.
2. Running Water:
3. Power:
4. Parking: Police department contacts residents along the parade line up streets.
5. Insurance: Covered by Kiwanis International

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

Please address any specific requests of the Police/Parks/Streets Departments on the 2nd page.

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

Signature of Applicant: Karen E. Mier Digitally signed by Karen E. Mier Date: 2026.06.08 07:59:35 -05'00'

**Police Department Requests:**

We work with the Police Department regarding the closing of streets for the parade and around Washington Park on Saturday.

**Parks Department Requests:**

We've contacted the Recreation Department to indicate that we'd like to reserve Washington Park for the day and ask that no weddings be scheduled in the church across the street for that day.

**Street Department Requests:**

Street closures are coordinated with the Police Department. We hope there are no street detours along the parade route.

**Special Request:**

We request that the City waive the license fee for this event.



CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
  - Jim Shada

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: June 8, 2026

SUBJECT: Recommend approval of an event license application for Kiwanis Club of Bellevue-Offutt for Arrows to Aerospace Celebration to be held Friday, August 14, 2026 at the Bellevue Senior Center from 11:00 a.m. to 3:00 p.m., and Saturday, August 15, 2026 on Mission Avenue and Washington Park from 6:00 a.m. to 3:00 p.m.

Please make comments on the above request and return to Susan Kluthe, by, June 15, 2026 . I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk’s Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Capt. Kurt Stroehler  
Digitally signed by Capt. Kurt Stroehler  
Date: 2026.06.08 10:20:06 -05'00'  
Signature or Fill in Your Name

6-8-26  
Date



**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

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

- Police Department
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Comments

No Comments

Empty rectangular box for comments.

**Leanna Persinger  
City of Bellevue | Parks Department  
On behalf of Jim Shada, Parks & Recreation**

Signature or Fill in Your Name

**6/8/26**

Date



**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

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

- Police Department
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Comments

No Comments

\_\_\_\_\_  
Signature or Fill in Your Name

\_\_\_\_\_  
Date



CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

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

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Comments

No Comments

Empty rectangular box for comments.

  
Signature or Fill in Your Name

6/8/26  
Date



CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

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

- Police Department
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Comments

No Comments

Empty rectangular box for comments.

  
Signature or Fill in Your Name

6/12/26  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290		<b>CONTACT NAME:</b> Lisa Christenson <b>PHONE (A/C, No, Ext):</b> 317-817-5172 <b>FAX (A/C, No):</b> 317-817-5151 <b>E-MAIL ADDRESS:</b> kiwaniscert@hylant.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> Lexington Insurance Company	<b>NAIC #</b> 19437
<b>INSURED</b>		<b>INSURER B :</b>	
Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 2051268524**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: District	Y		020744212	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability Agg \$ 2,000,000
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			020744212	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			020744212	10/1/2025	10/1/2026	All Claims \$150,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included). August 13-15, 2026, or any future date(s) during the policy term.  
 Arrows to Aerospace Celebration, Parade, Food, Bounce Houses and Pony Rides  
 Located @ Bellevue Senior Center, Washington Park and Nearby Locations in Bellevue, NE  
 Kiwanis Club of Bellevue-Offutt

**CERTIFICATE HOLDER**      **CANCELLATION**

City of Bellevue, NE 1500 Wall St. Bellevue NE 68005	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>

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**ENDORSEMENT**

This endorsement, effective 12:01 AM 10/01/2025

Forms a part of policy no.: 020744212

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s)**

City of Bellevue, NE  
1500 Wall St.  
Bellevue, NE 68005

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



---

**Authorized Representative**



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 7/7/2026		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Event License Application for Kevin Power, (Private Fundraiser)

SYNOPSIS/BACKGROUND:

Approve request of an Event License Application for Kevin Power, (Private Fundraiser) to be held at 108 Fox Meadow Court on July 25, 2026 from 7:00 p.m. to 12:00 a.m. (music from 8:00 p.m. to 11:00 p.m.).

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:

Approve an Event License Application for Kevin Power, (Private Fundraiser for Bellevue Food Pantry) to be held at 108 Fox Meadow Court on July 25, 2026 from 7 p.m. to 12 a.m. (music from 8:00 p.m. to 11:00 p.m.).

ATTACHMENTS:

- 1. Application for Event License
- 2. Comments from PD, Streets, & Parks
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: *Daniel Hillis*

FINANCE APPROVAL AS TO FORM: *Joseph G. Goff*

ADMINISTRATOR APPROVAL AS TO FORM: *Susan Kluthe*



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

APPLICATION FOR EVENT LICENSE

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

Organization Name: BELLEVUE FOOD PANTRY Date: 06/10/26

Contact Person Information for Organization:

Name: KEVIN POWER Phone: 402 960 2579 Email: HOUSEOFFPOWER24@GMAIL.COM
Address: 108 FOX MEADOW COURT City: BELLEVUE State: NE Zip: 68005

Event Information:

Event Name: PRIVATE PAK THE PANTRY NEIGHBORHOOD COLLECTION PARTY (12TH ANNUAL)

Location of Event/Alternate Location:

108 FOX MEADOW COURT, BELLEVUE

Dates of Event: 07/25/26 Alternate Dates: NONE Hours of Event: 7 12 WITH LIVE MUSIC FROM 8 11

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

- 1. Sanitary Facilities: HOME
2. Running Water: HOME
3. Power: HOME
4. Parking: NEIGHBORHOOD (NEIGHBORS ARE INVOLVED)
5. Insurance: PRIVATE EVENT NOT OPEN FOR GENERAL PUBLIC

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

Please address any specific requests of the Police/Parks/Streets Departments on the 2nd page.

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

Signature of Applicant: KEVIN C POWER

Digitally signed by KEVIN C POWER
DN: C=US, E=KPE@KPE-INC.COM, O=KPE, CN=KEVIN C POWER
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2025.04.29 14:05:36-0500'

**Police Department Requests:**

**Parks Department Requests:**

**Street Department Requests:**

**Special Request:**

**FOR CITY OFFICE USE ONLY:**

**Notice of Hearing published in a legal newspaper on \_\_\_\_\_.**

**City Council hearing date: \_\_\_\_\_**

**License Fee of \$50 paid on: \_\_\_\_\_ Receipt #: \_\_\_\_\_**

## Susan Kluthe

---

**From:** David Goedecken  
**Sent:** Friday, June 12, 2026 8:51 AM  
**To:** Shirley Harbin  
**Cc:** Susan Kluthe  
**Subject:** RE: Event License for Kevin Power

Shirley

I didn't see a place for me to sign but I defer to Bobby R and Jim S for their concerns or comments.

Regards,  
Dave

---

**From:** Shirley Harbin <Shirley.Harbin@bellevue.net>  
**Sent:** Wednesday, June 10, 2026 1:17 PM  
**To:** Larry Lampman <Larry.Lampman@bellevue.net>; Kurt Stroehler <Kurt.Stroehler@bellevue.net>; John Stuck <John.Stuck@bellevue.net>; Chad Reed <Chad.Reed@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; David Goedecken <david.goedecken@bellevue.net>  
**Cc:** Leanna Persinger <leanna.persinger@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>  
**Subject:** Event License for Kevin Power

Attached is a review form for you to complete by **June 17, 2026** to:

Approve an Event License Application for Kevin Power, (Private Fundraiser for Bellevue Food Pantry) to be held at 108 Fox Meadow Court on July 25, 2026 from 7 p.m. to 12 a.m. (music from 8:00 p.m. to 11:00 p.m.).

This is an annual event.

Please return to me and Susan by June 15<sup>th</sup>.

Thank you!

*Kind Regards,*

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



CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
  - Jim Shada

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: June 10, 2026

SUBJECT: Approve request of an application for Kevin Power, (Private Fundraiser for Bellevue Food Pantry) to be held at 108 Fox Meadow Court on July 25, 2026 from 7:00 p.m. to 12:00 a.m. (music from 8:00 p.m. to 11:00 p.m.).

Please make comments on the above request and return to Susan Kluthe, by, June 17, 2026 . I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

No issues, no known conflicts with the proposed event.

Signature or Fill in Your Name

June 11, 2026

Date



**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

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

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

- Parks Department
  - Jim Shada

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: June 10, 2026

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Comments

No Comments

Capt. Kurt Stroehler  
Digitally signed by Capt. Kurt Stroehler  
Date: 2026.06.10 14:29:41 -05'00'

Signature or Fill in Your Name

6-10-26

Date



**CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM**

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

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

- Parks Department
  - Jim Shada

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: June 10, 2026

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Please make comments on the above request and return to Susan Kluthe, by, June 17, 2026 . I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

\_\_\_\_\_  
Signature or Fill in Your Name

\_\_\_\_\_  
Date

**Notice of Public Hearing**  
**Private Charity Event**

Notice is hereby given, pursuant to the Bellevue City Code, on Tuesday, July 7, 2026, the Bellevue City Council will hold a public hearing on the request of an Event License Application for Kevin Power to host a Private Charity Event to raise donations for the Bellevue Food Pantry from 7:00 p.m. until 12:00 a.m. on Saturday, July 25, 2026.

The meeting is open to the public and the public is encouraged to attend. Requests for special accommodations must be placed with the City Clerk at least forty-eight hours prior to the meeting.

Susan Kluthe  
City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15a.  
7/7/2026

COUNCIL MEETING DATE: July 7, 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 checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW-240101 ST26(01) Major Street Resurfacing - Construction Engineering Services Agreement

SYNOPSIS/BACKGROUND:

Alfred Benesch & Company will provide construction engineering services for the Bellevue Major Street Resurfacing project (MAPA-5081(3), CN 22983). This project is an 80/20 cost share with MAPA/NDOT AC funding.

FISCAL IMPACT: \$292,988.86 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Alfred Benesch & Co. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Bellevue Major Street Resurfacing, MAPA 5081(3), CN 22983

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Bellevue Major Street Resurfacing, MAPA 5081(3), CN 22983

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

CIP PROJECT NAME: Major Street Resurfacing CIP PROJECT NUMBER: CIPST 26(01)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the Resolution and Construction Engineering Services Agreement between the City of Bellevue and Alfred Benesch & Company in the amount not to exceed \$292,988.86.

ATTACHMENTS:

1. Resolution 2026-17	2. CE Services Agreement	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Willis*  
*[Signature]*  
*[Signature]*

Task Order Agreement No.	BK2648	
Master Agreement No.	BK2612	
Effective (NTP) Date	6/9/2026	
Task Order Amount	SRC	\$292,988.86

# ON-CALL CONSTRUCTION ENGINEERING SERVICES TASK ORDER AGREEMENT LPA PROJECTS

CITY OF BELLEVUE  
ALFRED BENESCH & COMPANY  
PROJECT NO. MAPA-5081(3)  
CONTROL NO. 22983  
BELLEVUE MAJOR STREET RESURFACING

**THIS AGREEMENT** is between the City of Bellevue ("LPA") and Alfred Benesch & Company ("Consultant"); collectively referred to as the "Parties".

**WHEREAS**, Consultant entered into an On-Call Professional Services Master Agreement No. BK2612 ("Master Agreement") with the Nebraska Department of Transportation ("State"), wherein Consultant agreed to provide Construction Engineering services ("Services") for future Federal-aid transportation projects when selected by LPA or State, and

**WHEREAS**, plans, special provisions, and standard specifications are being completed for the letting and construction of a federal-aid transportation related project, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. MAPA-5081(3) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "D" and incorporated herein by this reference, and

**WHEREAS**, LPA, or State on LPA's behalf, selected Consultant to provide professional services for the project identified as Project No. MAPA-5081(3), and

**WHEREAS**, the Parties wish to enter into a task order agreement ("Task Order") to provide for the completion of the Services for the project for which Consultant has been selected, and

**WHEREAS**, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

**WHEREAS**, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>, and

**WHEREAS**, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

**WHEREAS**, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

**WHEREAS**, Consultant's primary contact for State's project is State's Project Coordinator.

**WHEREAS**, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

**NOW THEREFORE**, in consideration of these facts, Consultant and State agree as follows:

**SECTION 1. CONTACT INFORMATION**

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	Alfred Benesch & Company
Address	16910 Marcy Street, Suite 102, Omaha, NE 68118
Project Manager's Name	Mike Higgins
Project Manager's Phone	402-479-2272

1.2 State Project Coordinator

Name	Karen Majerus
Phone Number	402-479-3600

1.3 LPA RC/PL

Name	Matthew Knight
Phone Number	402-293-3028

1.4 State Agreements Specialist

Name	Lucinda Dowding
Phone Number	402-479-3127

**SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES**

- 2.1 State on LPA's behalf, issued Consultant a written Notice to Proceed on June 9, 2026. Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid.
- 2.2 State, on behalf of LPA, may issue an early notice to proceed when necessary upon determination that federal funding approval has been obtained for the project.
- 2.3 In the event that prior to the Effective Date of this Task Order, Consultant is issued a Notice-to-Proceed and Consultant began work, Consultant will be paid for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of the Task Order.
- 2.4 Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid.
- 2.5 Consultant shall complete all the Services under this Task Order within 60 calendar days from the construction completion date stated on the DR Form 91 "Notification of Contract Completion." Consultant shall invoice the work within 150 calendar days of the construction completion date. The completion of the construction of this project is estimated to be December 31, 2027, and is subject to change. State's Construction Division Project Coordinator must approve any exception to this deadline. If justification is approved, a time extension will be granted. Any costs incurred by Consultant after the completion deadline will not be eligible for federal funding reimbursement.

**SECTION 3. DURATION OF THE TASK ORDER (Matches Construction Project Lifespan )**

- 3.1 Effective Date – This Task Order is effective when executed by the Parties.
- 3.2 Expiration Date -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 3.3 Duration of the Task Order – This Task Order duration is from the Effective Date to the Expiration Date. The Task Order duration is “specified” under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 3.4 Identifying Date – This Task Order may be identified by the date LPA signed the Task Order.
- 3.5 Termination or Suspension -- LPA, or State on LPA’s behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

**SECTION 4. TASK ORDER SCOPE OF SERVICES (CE)**

- 4.1 Upon receiving a written notice to proceed from State, on behalf of LPA, Consultant must complete the Services in accordance with all federal-aid reimbursement requirements and conditions. The entire Scope of Services for this Task Order includes SECTION 5. SCOPE OF SERVICES of the Master Agreement, and the Scope of Services as set out in Exhibit “A”, attached and incorporated herein by this reference. This Task Order Scope of Services will govern over any contrary language in the Scope of Services of the Master Agreement.
- 4.2 The Scope of Services in Exhibit “A” is the result of the following process:
  - 4.2.1 Consultant was provided the detailed proposed Scope of Services for this project
  - 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document.
  - 4.2.3 Consultant participated in a review of the proposed Scope of Services and the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit “A”.
- 4.3 Exhibit “A” sets out the Services reasonably necessary for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA’s project is constructed by the contractor in compliance with the Construction Contract Documents and “the Manuals” (as defined in the Basic Scope of Services set out in the Master Agreement), State and Federal law, rule or regulation and policy.
- 4.4 Upon receiving a written notice to proceed from State on behalf of LPA, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.
- 4.5 Additional Requirements:
  - 4.5.1 Consultant shall advise the LPA, or State on behalf of LPA, when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
  - 4.5.2 Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
  - 4.5.3 Consultant shall be present at the project site or available locally beginning on the date specified in the notice to proceed to the contractor, unless project work has

not begun at the site; or, with at least 24 hours' notice, at any prior date when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.

- 4.5.4 Consultant shall promptly review and approve or reject all construction work on the project, with the right, but not the duty, for State and FHWA to review for compliance or funding eligibility.
- 4.5.5 Consultant shall submit to State, and to LPA if LPA is the primary point of contact, two copies weekly of all reports of field tests performed by Consultant. Consultant shall take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents. Additionally, Consultant shall promptly notify State, and LPA if LPA is the primary point of contact, of work that does not conform to the contract documents.
- 4.5.6 Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.
- 4.5.7 Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for Consultant. The Parties agree that federal reimbursement of extra compensation must be approved in advance as described in Exhibit "C", attached and incorporated herein by this reference.
- 4.5.8 Consultant shall complete the sampling and testing type, method, and frequency according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests ([www.transportation.nebraska.gov](http://www.transportation.nebraska.gov)), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, or State on behalf of LPA, provide its advice and request that LPA, or State on behalf of LPA, decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by State procedures must receive prior concurrence for use from State and FHWA.
- 4.5.9 Any person logging onto the NDOT network with a VPN Connection and logging onto SiteManager must log-in using only that person's credentials. Logging in using someone else's credentials is not allowed on a State or Local Federal-aid project.

#### **SECTION 5. STAFFING PLAN (CE)**

- 5.1 Consultant has provided LPA and State with a Staffing Plan, described in Exhibit "B", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from Consultant's Staffing Plan to be primarily responsible for completing the Services under this Task Order. LPA and State consider the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. While providing Services under this Task Order. During construction, Consultant may make occasional temporary changes to the key personnel. However,

any permanent change to the key personnel will require prior written approval from LPA and State.

- 5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in Exhibit "C", attached and incorporated herein by this reference.

#### **SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

- 6.1 Consultant 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. Consultant agrees to contractually require any subconsultants 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.
- 6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:
- Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.
- 6.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.pdf>.
  - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  - c. Consultant understands and agrees that lawful presence in the United States is required, and Consultant may be disqualified, or the contract terminated, if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

#### **SECTION 7. FEES AND PAYMENTS**

- 7.1 Consultant's fee proposal is attached as Exhibit "B", attached and incorporated herein by this reference.
- 7.2 The general provisions concerning payment under this Task Order are set out in Exhibit "C".

- 7.3 For performance of the services as described in this Task Order, Consultant will be compensated based on **Specific Rates of Compensation** for actual work performed and direct non-labor expenses up to a maximum not-to-exceed amount of \$292,988.86 in accordance with Exhibit "C".

**SECTION 8. SUSPENSION OR TERMINATION** (CE Task Order, Unique)

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason;
- c. Funding priorities of LPA, or State on LPA's behalf, have changed;
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order;
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties;
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf;
- g. Consultant has not made sufficient progress to assure that the Services are completed in a timely manner;
- h. Consultant fails to meet the standard of care applicable to the Services;
- i. Consultant fails to meet the performance requirements of this Task Order;
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order;
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity;
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications.

8.2.1 Suspension

- a. **Suspension for Convenience.** LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

- b. **Suspension for Cause.** If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

**8.3 Termination**

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

**8.4 Compensation upon suspension or termination**

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

**SECTION 9. SECTIONS INCORPORATED BY REFERENCE**

LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of the On-Call Professional Services Master Agreement BK2612 between the Nebraska Department of Transportation and Consultant, dated February 26, 2026 with one recurring change:

LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and has no obligations or duties under this Task Order, except for its duties acting on behalf of LPA.

**SECTION 10. CONSULTANT CERTIFICATIONS**

- 10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief,

the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

“LPA, or State on LPA’s behalf” should be substituted in for any reference in that section of the Master Agreement to “State” unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional service agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

**SECTION 11. LPA CERTIFICATION**

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

**SECTION 12. ENTIRE AGREEMENT**

The Master Agreement, all supplements thereto, and this Task Order constitute the entire agreement (“The Task Order”) between the Parties. The Task Order supersedes previous communications, representations, or other understandings, either oral or written; and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect and are incorporated herein.

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Task Order pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Task Order, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this 26<sup>th</sup> day of June, 2026.

ALFRED BENESCH & COMPANY  
Jeffrey A. Socket, P.E.

  
\_\_\_\_\_  
Senior Vice President

STATE OF NEBRASKA)  
Sarpy )ss.  
~~DOUGLAS COUNTY~~ )

SUBSCRIBED AND SWORN to before me this 26 day of June, 2026.



  
\_\_\_\_\_  
Notary Public

EXECUTED by City of Bellevue this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Bellevue  
Rusty Hike

\_\_\_\_\_  
Mayor

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Form of Agreement Approved for  
Federal Funding Eligibility  
Jodi Gibson

\_\_\_\_\_  
Local Assistance Division Manager      \_\_\_\_\_  
Date

**From:** [Sia, Kar](#)  
**To:** [Matt Knight](#); [Higgins, Mike](#)  
**Cc:** [Soula, Jeffrey](#); [Gibson, Jodi](#); [Majerus, Karen](#); [RHiggins@benesch.com](mailto:RHiggins@benesch.com); [Gerbino-Bevins, Barbara](#); [Sockel, Jeff](#); [NDOT, Contract Start Date](#); [Renz, Jed](#)  
**Subject:** 22983, Bellevue Major Street Resurfacing, Project MAPA-5081(3): Early NTP CE BK2648  
**Date:** Tuesday, June 9, 2026 10:03:41 AM  
**Attachments:** [image001.png](#)  
[22983 Approved D06A 1.pdf](#)

---

Matt,

NDOT is giving the City of Bellevue and Benesch, an **Early Notice to Proceed with Construction Engineering (CE) Services** for the above-referenced project effective June 9<sup>th</sup>, 2026. This is to allow work on the project as the BK2648 CE Services Agreement make its way through the routing process.

Should the City or Benesch fail to execute the CE Services Agreements, the cost of the construction engineering performed by Benesch will be the responsibility of the City.

Please let me know if you have any questions.

Thanks!

Best,



**Kar Seng Sia, P.E.**

**Local Assistance Division | NDOT**

ADDRESS 1400 Nebraska Pkwy, Lincoln, NE 68502

PO BOX #94759

OFFICE 402-479-3184

[kar.sia@nebraska.gov](mailto:kar.sia@nebraska.gov)

[dot.nebraska.gov](http://dot.nebraska.gov)

**Exhibit A  
SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING  
for**

**Project Name: Bellevue Major Street Resurfacing**

**Project Number: MAPA-5081(3)**

**Control Number: 22983**

**A. PROJECT DESCRIPTION**

This scope provides for construction engineering services for Bellevue Major Street Resurfacing in Sarpy County, Nebraska. The project consists of the following improvements: cold planing the existing surface, asphalt overlays, pavement markings, utility adjustments and other related roadway improvements

Alfred Benesch and Company, (Consultant) shall serve as agent for City of Bellevue, (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall inspect the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

**B. Overview of the work**

1. The Consultant will perform construction engineering services on various types of transportation improvement projects. Services may include, but are not limited to, the following:
  - Construction engineering; project management;; traffic control plans; conducting the preconstruction conference; preparing daily work reports; construction inspection, and materials sampling and testing during project construction; monitoring and enforcing environmental commitments; preparing as-built plans; progress computations; final computations; preparing contractor change orders and work orders; and all project communications, including any necessary communication regarding federal-funding project eligibility questions, issues and concerns. The required construction engineering services will be further defined in each Task Order.
2. The Consultant shall review and have a working knowledge of the project plans, special provisions, the current edition of the NDOT Standard Specifications for Highway Construction, change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents will be incorporated by reference into the future construction engineering agreement(s), and collectively, may be referred to as the Construction Contract Documents. Consultant shall assume the duties of "Inspector", (also referred to in the NDOT Construction Manual as "Construction Technician"); "Project Manager;" and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the NDOT Standard Specifications for Highway Construction (2017 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by NDOT.

**C. Qualifications, Knowledge and Experience**

1. All work shall be completed by or under the direct supervision of a Nebraska licensed professional civil engineer. The Consultant shall use engineers experienced with all aspects of the required construction and design responsibilities related to the services to be provided.
2. The Consultant shall review and have a working knowledge of the project plans, special provisions, the current edition of the NDOT Standard Specifications for Highway Construction, change orders and all other project related contract documents for the construction of LPA's Federal-Aid project.

3. Consultant shall review and have a working knowledge of the following authoritative guides and manuals related to highway construction, materials and Federal-Aid reimbursement. These documents are collectively referred to as the "Manuals".
  - NDOT Construction Manual, including Construction Directives and Guidance (Current Version)
  - NDOT Materials Sampling Guide (Version at time of letting)
  - NDOT Standard Specifications for Highway Construction (Current Version)
  - NDOT Standard Methods of Tests (Version Current at time of Letting)
  - Construction Project Manager Materials Compliance Guide
  - The Manual on Uniform Traffic Control Devices (Current version with Revisions)
  - The NDOT Supplement to the Manual on Uniform Traffic Control Devices (Current version)
  - AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
  - The ASTM Standards
  - 2023 PM Best Practice Guide (or Current Version)
  - LPA Manual – Chapter 12 checklists
  - SWPPPTTrack (Replacement for ECOD)
  - 2021 Final Review Process Manual
  - NDOT Construction Systems & Software Reference Guides:  
<https://dot.nebraska.gov/business-center/getting-started/>
4. Consultant shall be qualified to assume the duties of "Inspector", (also referred to in the NDOT Construction Manual as "Construction Technician"); "Project Manager," and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the NDOT Standard Specifications for Highway Construction (2017 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by the LPA, or State on behalf of LPA.
5. The project plans, special provisions, standard specifications, and other contract documents are collectively referred to as the "Construction Contract Documents". Consultant shall employ a sufficient number of qualified employees on the project to adequately observe, monitor, inspect, measure, manage, document, report and carry out the other duties of this agreement, so that the project is constructed by the contractor in compliance with the Construction Contract Documents, the Manuals, State and Federal law, rule or regulation and policy. Material testing requirements shall be carried out by certified employees or subconsultants.

**D. Software and Equipment Requirements**

1. The Consultant is required to use AASHTOWare Project as the construction record-keeping system for services.
2. Consultant shall provide its own vehicles, equipment, materials, and supplies necessary to complete the services.
3. Reports and documents must be submitted in a form compatible with Microsoft Office products unless otherwise directed.
4. The Consultant will provide all software and computer equipment required to complete the services.

**E. Expectations for the Deliverables**

1. Consultant shall perform the service described in this and the Task Order scope of services using AASHTOWare Project as the construction record-keeping system. All records shall be kept up-to-date daily. The Consultant may be required to use Sharefile to store and exchange project information.
2. The Consultant shall be present at the project site when appropriate for each applicable phase of construction to inspect, observe, monitor, measure, manage, document and report on the progress of the work or as LPA, or State on behalf of LPA, otherwise agree.
3. Consultant shall fulfill all project duties in a timely manner and shall communicate regularly about the progress of the construction with the LPA, or State on behalf of LPA. For the purpose of this Agreement "regularly" shall mean at a minimum of weekly communication of accomplishments and issues.
4. Consultant is not responsible for the Contractor's means and methods of construction. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, the Consultant shall keep the LPA, or

State on behalf of LPA, informed at a minimum weekly about the progress and quality of the portion of the work and shall advise the LPA, or State on behalf of LPA, about observed or measured deficiencies in the work. Deficiencies shall be communicated as soon as possible to the LPA or NDOT on behalf of the LPA.

5. Unless required otherwise by the Construction Contract Documents, Consultant shall be responsible for daily completion of all applicable checklists, tests, samples, duties, requirements and provisions of the Manuals. The Manuals will be used to determine what, when, how, the sequence, and other details of the work that must be provided by Consultant, whenever Consultant's duties in these respects are not clearly set out in the Construction Contract Documents.
6. The Consultant will promptly review and approve or reject all construction work on the project, with the right, but not the duty, for the LPA, State or FHWA to review for compliance or funding eligibility. Rejection of work accomplished by the Contractor shall be communicated as soon as possible to the LPA or NDOT on behalf of the LPA. Significant Overruns or Underruns of contract Items will be communicated to the LPA, or NDOT on behalf of the LPA, as soon as the Consultant realizes the overrun or underrun will occur. Consultant is responsible to complete the NDOT 74 Cost Overrun/Underrun Notification for overruns or underruns of the project in excess of \$100,000.
7. Consultant shall submit to the LPA digital copies of all reports of field tests performed by the Consultant at a time interval agreed upon by Consultant and LPA. Consultant will take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents. Additionally, Consultant shall promptly notify LPA of work that doesn't conform to the contract documents.
8. The sampling and testing type, method and frequency must be completed by Consultant according to the Manuals, specifically the Materials Sampling Guide and the State Standard Methods of Tests ([www.transportation.nebraska.gov](http://www.transportation.nebraska.gov)), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, provide its advice and request that LPA, or NDOT on behalf of the LPA, decide what testing type, method or frequency should be applied for this project.

#### **F. LPA SHALL PROVIDE**

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Plans and Special Provisions are available on the NDOT website
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOT website)
5. Survey Field Books with control points and benchmarks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

#### **G. CONSULTANT SHALL PROVIDE**

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOT; maintain project records; and perform other duties of the Project Manager as defined in the NDOT Standard Specifications for Highway Construction.
  - 1.1 Project Management activities shall include the following:
    - Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
    - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.

- Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
  - Generate contractor's progress and final Estimates in AASHTOWare
  - Review Contractor's Construction Schedule
  - Coordinate with LPA and RC regarding all project activities.
  - Make entries of project data and diary information into AASHTOWare on a daily basis. Ensure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.
2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOT when requested by the State, and prepare minutes of the meeting.
- 2.1 .
- 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.
- 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately **16** meetings.
- 2.4
- 2.5 Assume **16** trips to the project site for meetings.
3. Traffic Control Plan. Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).
- 3.1 Prepare Traffic Control Plan in accordance to NDOT Standard Plans, MUTCD and the NDOT Supplement to the MUTCD. Sign and seal plans.
- 3.2 Review and approve Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.
- 3.3 Submit Plans to the RC for their records.
- 4.
6. Construction Consultation/AASHTOWare & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.
- 6.1 Construction Consultation/AASHTOWare Project & Daily Work Report (DWR)
- Review and Enter Data into AASHTOWare Project
  - Maintain Project Field Diaries, Files, and Record data in AASHTOWare Project
  - Document and Review Daily Work Reports (DWRs)
9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOT Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.
- 9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:
- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance

- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
- Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
- The Environmental Compliance Oversight Database (ECOD) system is used to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.). The LPA's Responsible Charge (RC)/Project Liaison (PL) or their Construction Engineering Consultant is required to use ECOD to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOT personnel. (NDOT will use checklist 12-20 to document the audit the LPA CE.).

The LPA (RC/PL) will assume responsibility for entering data into the ECOD system and environmental compliance on the date of Letter of Tentative Acceptance.

- Review work zone traffic control devices daily and, at a frequency agreed upon with the LPA, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOT Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- Consultant shall forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is part of the scope of services for this construction engineering agreement
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOT and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOT for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- Generate periodic progress estimates using AASHTOWare Project and forward to RC for further approval.
- Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
- 

9.2 Measure, calculate, and document quantities of pay items

9.3 Keep all records and data up to date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.

9.4 Assume 98 trips to the site for construction inspection

9.5 Assume 26 working days for the milling inspector, 25 days for the paving inspector, 37 days for the utility adjustment inspector, and 10 days for miscellaneous inspection. Assume 12 hours per working day per inspector.

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOT Materials Sampling Guide section 28. All non-NDOT Laboratories shall be pre-qualified by NDOT's Materials and Research Division to conduct the testing they are contracted to perform.

**NDOT SHALL PROVIDE:**

Typical testing done by NDOT Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOT):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOT will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOT will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

**CONSULTANT SHALL PROVIDE:**

(List of tests to be provided by NDOT)

- 10.1 Collect, verify, document and deliver all samples to testing lab
  - 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOT Materials and Research Central Lab.
  - 10.3 Review and document test results of all samples and follow up with the owner on materials not meeting specification requirements, the consultant laboratory must coordinate with the owner for acceptance and incorporation into the project
  - 10.4 Review test results for Quality Assurance (QA) and Quality Control (QC) verification acceptance. Additional follow up is required for test results that are outside of verification testing tolerances. If the results are outside of acceptance test result tolerances, the consultant laboratory's certified personnel must perform an Independent Assurance review of the certified tester and equipment, document the findings, and provide the IA record to the project documents. (See Hot Mix Asphalt Reference Guide for example, section IV)
  - 10.5 Unsuitable soils or subgrade discovered during construction the agreement will be supplemented to allow the Consultant to evaluate the soils and determine an appropriate method of stabilization.
  - 10.6 Assume **10** trips to the project site and **10** trips to NDOT for Material Sampling and Testing.
- 
11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOT Final Review Section.
    - 11.1 As-Built Drawings
- 
12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOT State Representative to verify that corrective work identified on the punch list has been completed.
    - 12.1 Walkthrough of Site and Preparation of Punch List
    - 12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)
- 
13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:
    - 13.1 Project Closeout activities shall include the following:
      - Project Manager's Final Estimate

- Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
- Copy of Contractor's signed Concurrence/Non-Concurrence Letter
- Memo of Major Item Review
- Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
- 
- City Agreement Letter
- Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOT Rep with the required information – check with the NDOT Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOT format) to the Contractor – send copies to the NDOT Rep.
- 
- Material Review Memo
- AASHTOWare Project PM Diary Report
- AASHTOWare Project Contract Item Report for all Contract Items
- All NDOT Spreadsheets and Workbooks used for Contract Item supportive documentation.
- All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
- Project Culvert Field Book with information per the NDOT Construction Manual
- Signed and stamped As Built Plans (full size)
- Copy of Evaluation(s) of Contractor
- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOT State Representative for review)

14. Other.

- 14.1 Coordination with Adjacent Projects – Consultant shall communicate project activities and coordinate traffic control needs with abutting projects or projects in close proximity to the project. The LPA shall determine the appropriate resolution to any conflicts.
- 14.2 Audit Support – The Consultant shall provide any support to the LPA regarding any NDOT or FHWA audits performed during the contract time period.

**E. SCHEDULE**

1. The LPA shall provide the Notice to Proceed for CE services a minimum of five (5) calendar days prior to the pre-construction meeting.
2. The Consultant shall provide a schedule of activities and deliverables upon request.

**Staffing Plan (SRC)**

**Construction Engineering**

**Project Name:** Bellevue Major Street Resurfacing  
**Consultant:** Alfred Benesch and Company  
**Consultant PM:** Mike Higgins, PE  
**NDOT PC:** Kar Sia  
**Date:** June 1, 2026

**Project Number:** MAPA-5081(3)  
**Control Number:** 22983



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	MT	Material Tester
2	PM	Program Manager	7	TECH	Technician
3	CE	Construction Engineer	8	ADM	Administrative
4	INS1	Inspector 1	9	UD1	User Defined 1
5	INS2	Inspector 2	10	UD2	User Defined 2

Financial Data	
Overhead Rate:	160.53%
Profit Rate:	12.00%
FCCM (if applies):	0.900%
<i>Use latest available data, or leave blank for billing rates</i>	

**STAFFING PLAN**

Template: T-WB-Construction Engr Fee Proposal (rev 10-07-2025) SRC

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	% Assigned
<b>Principal</b>			
Jeff Sockel, PE	Division Manager/Principal	\$104.00	100%
		<b>Blended Rate: \$104.00</b>	
<b>Program Manager</b>			
Mike Higgins, PE	Project Manager	\$78.00	100%
		<b>Blended Rate: \$78.00</b>	
<b>Construction Engineer</b>			
Russ Higgins, PE	Project Manager	\$63.00	90%
Dan Miller	Project Manager	\$55.00	10%
		<b>Blended Rate: \$62.20</b>	
<b>Inspector 1</b>			
Brian Ngwenya	Inspector	\$38.00	20%
Mustafa Sabeel	Inspector	\$44.00	25%
Nader Sharif	Inspector	\$37.00	20%
Carson Clarys	Inspector	\$36.00	10%
Ernesto Sanchez	Inspector	\$41.00	25%
		<b>Blended Rate: \$39.85</b>	
<b>Inspector 2</b>			
Brian Ngwenya	Inspector	\$38.00	20%
Mustafa Sabeel	Inspector	\$44.00	25%
Nader Sharif	Inspector	\$37.00	20%
Carson Clarys	Inspector	\$36.00	10%
Ernesto Sanchez	Inspector	\$41.00	25%
		<b>Blended Rate: \$39.85</b>	
<b>Material Tester</b>			
Devin Moore	Material Tester	\$29.00	50%
Esteban Sanchez	Material Tester	\$29.00	50%
		<b>Blended Rate: \$29.00</b>	
<b>Technician</b>			
		<b>Blended Rate:</b>	
<b>Administrative</b>			
Metha Evers	Project Assistant	\$39.00	100%
		<b>Blended Rate: \$39.00</b>	

# SRC Billing Rates

# Construction Engineering

Date: June 1, 2026

Consultant: Alfred Benesch and Company

**SRC Billing Rates Calculated based on:**

Overhead:	160.53%
Profit Rate:	12.00%
FCCM (if applies):	0.90%
Salary Escalation Factor:	4.0%

**Weighting**

35%
65%
100%

**SRC Rate Periods**

Period 1:	NTP through:	<u>December 31, 2026</u>
Period 2:	Labor beginning:	January 1, 2027
Period 3:	Labor beginning:	January 1, 2028
Period 4:	Labor beginning:	January 1, 2029

\*% of work estimated during each period

**SRC BILLING RATE per employee**

New Employee Multiplier = **2.92**

Employee Name	Current Rate	SRC Billing Rate				% Assigned
		Period 1	Period 2	Period 3	Period 4	
<b>Principal</b>						
Jeff Sockel, PE	\$104.00	\$304.00	\$316.00	\$329.00	\$342.00	100%
Weighted Rate For Calculating Contract Max:		\$311.80				
<b>Program Manager</b>						
Mike Higgins, PE	\$78.00	\$228.00	\$237.00	\$246.00	\$256.00	100%
Weighted Rate For Calculating Contract Max:		\$233.85				
<b>Construction Engineer</b>						
Russ Higgins, PE	\$63.00	\$184.00	\$191.00	\$199.00	\$207.00	90%
Dan Miller	\$55.00	\$161.00	\$167.00	\$174.00	\$181.00	10%
Weighted Rate For Calculating Contract Max:		\$186.19				
<b>Inspector 1</b>						
Brian Ngwenya	\$38.00	\$111.00	\$115.00	\$120.00	\$125.00	20%
Mustafa Sabeel	\$44.00	\$129.00	\$134.00	\$139.00	\$145.00	25%
Nader Sharif	\$37.00	\$108.00	\$112.00	\$116.00	\$121.00	20%
Carson Clarys	\$36.00	\$105.00	\$109.00	\$113.00	\$118.00	10%
Ernesto Sanchez	\$41.00	\$120.00	\$125.00	\$130.00	\$135.00	25%
Weighted Rate For Calculating Contract Max:		\$119.48				
<b>Inspector 2</b>						
Brian Ngwenya	\$38.00	\$111.00	\$115.00	\$120.00	\$125.00	20%
Mustafa Sabeel	\$44.00	\$129.00	\$134.00	\$139.00	\$145.00	25%
Nader Sharif	\$37.00	\$108.00	\$112.00	\$116.00	\$121.00	20%
Carson Clarys	\$36.00	\$105.00	\$109.00	\$113.00	\$118.00	10%
Ernesto Sanchez	\$41.00	\$120.00	\$125.00	\$130.00	\$135.00	25%
Weighted Rate For Calculating Contract Max:		\$119.48				
<b>Material Tester</b>						
Devin Moore	\$29.00	\$85.00	\$88.00	\$92.00	\$96.00	50%
Esteban Sanchez	\$29.00	\$85.00	\$88.00	\$92.00	\$96.00	50%
Weighted Rate For Calculating Contract Max:		\$86.95				
<b>Technician</b>						
Weighted Rate For Calculating Contract Max:						
<b>Administrative</b>						
Metha Evers	\$39.00	\$114.00	\$119.00	\$124.00	\$129.00	100%

# Estimate of Hours

# Construction Engineering

**Project Name:** Bellevue Major Street Resurfacing  
**Consultant:** Alfred Benesch and Company  
**Consultant PM:** Mike Higgins, PE  
**NDOT PC:** Kar Sia  
**Date:** June 1, 2026

**Project Number:** MAPA-5081(3)  
**Control Number:** 22983

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	CE	INS1	INS2	MT	TECH	ADM	UD1	UD2	Total
<b>I. Project Management &amp; Coordination</b>	<b>2</b>	<b>28</b>	<b>61</b>								<b>91</b>
1. Project Management	2	24	49								75
2. Plan and Spec review, project setup		4	12								16
<b>II. Meetings</b>		<b>8</b>	<b>60</b>	<b>33</b>							<b>101</b>
1. Construction Inspection Planning Meeting											
2. Pre-Construction Meeting		1	12	1							14
3. Construction Progress Meetings		3	32	16							51
4. Public Meeting (If Required)											
5. Trips to Site (Travel Time) for Meetings		4	16	16							36
<b>III. Traffic Control Plan</b>			<b>4</b>								<b>4</b>
1. Prepare Traffic Control Plan			2								2
2. Review Traffic Ctrl Plan (If completed by Contractor)											
3. Sign and Submit Plans to the RC			2								2
<b>IV. SWPPP Inspections/Manual Updates</b>											
1. Conduct Inspections											
<b>V. Construction Survey/Staking</b>											
1. Provide coordination of staking needs w/ Contractor											
2. Verify and re-establish the survey control, if needed											
3. Stake limits of construction throughout project											
4. Mark removal limits. Stake ROW & const easements											
5. Provide slope stakes for grading											
6. Provide paving hubs											
7. Provide cross section for new culverts											
8. Stake fence relocation and guardrail											
9. Stake silt fence											
10. Verify exist tie-in elevations, adjust pavement grades											
11. Trips to Site (Travel Time) for Const Survey/Staking											
<b>VI. Construction Consultation/Site Manager &amp; Daily Work Report (DWR)</b>		<b>2</b>	<b>49</b>	<b>27</b>	<b>47</b>						<b>125</b>
1. Construction Consultation/Site Manager & DWR		2	49	27	47						125
<b>VII. Girder Shim Surveying (Bridge Projs Only)</b>											
1. Girder Shim Shots for Steel Girder Bridges											
2. Concrete Slab Bridge Deck Form Checks											
3. Trips											
<b>VIII. Perform Bearing Calculations</b>											
1. Perform Bearing Calculations											
<b>IX. Construction Inspection</b>		<b>9</b>	<b>98</b>	<b>396</b>	<b>683</b>			<b>16</b>			<b>1202</b>
1. Construction Inspection											
Milling/Base Repair - 26 days				221							221
Paving - 25 days					213						213
Utility Adjustments - 37 days					315						315
Misc - 10 days				85							85
Project Oversight/Admin		8	49					16			73
2. Measure, calculate, and document qty of pay items				36	62						98
3. Maintain records/data, prepare Weekly Report of WDS				36	62						98

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	CE	INS1	INS2	MT	TECH	ADM	UD1	UD2	Total
4. Trips to Site (Travel Time) for Const Inspection		1	49	18	31						99
<b>X. Perform Material Sampling and Testing</b>			<b>25</b>	<b>49</b>	<b>49</b>	<b>42</b>					<b>165</b>
1. Collect, verify, document, deliver all samples to test lab						12					12
2. Provide all req'd material certs to the NDOR M&R Lab				24.5	24.5						49
3. Review and document all test results of all samples			25	24.5	24.5						74
4. Trips to Site (Travel) for Delivery & Collecting Samples						30					30
<b>XI. As-Built Drawings</b>			<b>8</b>	<b>40</b>				<b>4</b>			<b>52</b>
1. Prepare As-Built Drawings			8	40				4			52
<b>XII. Final Inspections</b>			<b>10</b>	<b>22</b>							<b>32</b>
1. Walkthrough of Site and Preparation of Punch List			6	6							12
2. Review Project to verify Punch List has been completed			4	16							20
<b>XIII. Project Closeout</b>		<b>8</b>	<b>72</b>	<b>60</b>				<b>8</b>			<b>148</b>
1. Project Closeout		8	72	60				8			148
<b>XIV. Other</b>											
1.											
2.											
3.											
<i>Total Days</i>	<i>0.25</i>	<i>6.88</i>	<i>48.4</i>	<i>78.4</i>	<i>97.4</i>	<i>5.25</i>		<i>3.5</i>			<i>240</i>
<b>Total Hours</b>	<b>2</b>	<b>55</b>	<b>387</b>	<b>627</b>	<b>779</b>	<b>42</b>		<b>28</b>			<b>1,920.0</b>





**Project Cost & Breakdown****Construction Engineering**

Project Name: Bellevue Major Street Resurfacing  
 Consultant: Alfred Benesch and Company  
 Consultant PM: Mike Higgins, PE  
 NDOT PC: Kar Sia  
 Date: June 1, 2026

Project Number: MAPA-5081(3)  
 Control Number: 22983

<b>LABOR COSTS</b>			
<b>Classification</b>	<b>Hours</b>	<b>Weighted Rate</b>	<b>Amount</b>
Principal	2	\$311.80	\$623.60
Program Manager	55	\$233.85	\$12,861.75
Construction Engineer	387	\$186.19	\$72,055.53
Inspector 1	627	\$119.48	\$74,913.96
Inspector 2	779	\$119.48	\$93,074.92
Material Tester	42	\$86.95	\$3,651.90
Technician			
Administrative	28	\$117.25	\$3,283.00
User Defined 1			
User Defined 2			
Ave. SRC Rate/Hour = \$135.66		1920	<b>Subtotal</b>
			<b>\$260,464.66</b>

<b>DIRECT EXPENSES</b>	<b>Amount</b>
Subconsultants:	
Printing And Reproduction:	\$100.00
Mileage/Travel:	\$3,387.20
Lodging/Meals:	
Other Miscellaneous Costs:	\$29,037.00
	<b>Subtotal</b>
	<b>\$32,524.20</b>

<b>TOTAL PROJECT COSTS</b>	<b>Amount</b>
Labor Costs	\$260,464.66
Direct Expenses	\$32,524.20
<b>TOTAL COST</b>	<b>\$292,988.86</b>

**1. PAYMENT METHOD**

Payments under this Agreement will be made based on a Specific Rates of Compensation (SRC) payment method up to a maximum not-to-exceed amount.

**2. TOTAL AGREEMENT AMOUNT**

For completion of services as outlined in this Agreement, Consultant will be paid for actual services performed up to the total agreement amount of \$292,988.86. Consultant's total compensation shall not exceed this maximum amount without prior written approval of State.

3. *This section has intentionally been left blank.*

**4. PAYMENTS**

Payment for Services under this Agreement will be made based on the payment method identified in Section 1. PAYMENT METHOD, up to the maximum amount identified in Section 2. TOTAL AGREEMENT AMOUNT. Acceptable costs include labor costs (including overhead and profit), Subconsultant costs and other direct non-labor costs.

A. **Direct Labor Costs** are the individual's hours charged for the time they are working directly on the project multiplied by the individual's negotiated hourly billing rate.

- 1) **Hourly Billing Rates:** The negotiated hourly billing rates are identified in Exhibit "B" for each individual or job classification.
- 2) **Time reports:** The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

B. *This section has intentionally been left blank.*

C. **Direct Non-Labor Costs:** These costs include all necessary, actual, and allowable costs related to the Consultant completing the Services, including but not limited to: meals, lodging, mileage, subject to the limitations specified below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this Agreement; subconsultant costs and such other allowable items.

Consultant shall submit to State an invoice or billing itemizing all direct non-labor costs claimed for Services under this Agreement, and all supporting receipts or invoices.

State will pay the Consultant for all necessary, allowable, eligible and properly documented direct non-labor costs related to the Services under this Agreement.

The following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

- 1) The reimbursement for mileage associated with the use of company owned vehicles shall be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:
  - a) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use, or

- b) The prevailing standard rate as established by the IRS.
- 2) Automobile Rentals and Air Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give State the benefit of all discounts.
- 3) The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated on the website address for U.S. General Services Administration's (GSA) rates at <http://www.gsa.gov/portal/category/100120>.

- a) For Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

- Employee is required to depart at or before 6:30 a.m., or
- Employee is on overnight travel.

Lunch:

- Employee must be on overnight travel. No reimbursement for same day travel.
- Employee is required to leave for overnight travel at or before 11:00 a.m., or
- Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- Employee leaves for overnight travel at or before 5:00 p.m., or
- Employee returns from overnight travel or work location at or after 7:00 p.m., or
- Employee is on overnight travel.

- b) Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

- c) The total daily meal costs must not exceed the GSA rates set out above.

Consultant shall give State the benefit of all meal or lodging discounts. Consultant may submit meal receipts or billings itemizing all direct non-labor costs claimed for work under this agreement, and all supporting reports or invoices. Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town.

## 5. INVOICES AND PROGRESS REPORTS

Consultant shall submit invoices to State's Negotiator Chief no more frequently than monthly. The invoices must present weighted direct labor, Subconsultant costs and actual direct non-labor costs. The invoices must identify each employee by name and classification, the hours worked, and the billing rate for each employee. Direct non-labor expenses must be itemized and provide a complete description of each item billed. For Subconsultant Services, the invoice must include the same supporting documentation. Each invoice must include a completed Cost Breakdown Form DR162 (available on the Department of Transportation's website at <http://dot.nebraska.gov/business-center/consultant/>) and must be substantiated by a progress report that includes/addresses, as a minimum, the following:

- A. A description of the Services completed for that period
- B. A description of the Services anticipated for the next pay period
- C. Percent of Services completed to date

**Consultant shall submit a weekly status report electronically, including all call reports.**

All invoice packages must be submitted electronically through State's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

**6. PROGRESS PAYMENTS**

State will pay Consultant upon receipt of Consultant's invoices and determination by State that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the monthly progress reports do not provide adequate substantiation for the Services or State determines that the Services have not been properly completed. State will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

**7. SUSPENSION OF PAYMENTS**

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

**8. FINAL INVOICE AND PAYMENT**

Upon completion of the Services under this Agreement, Consultant shall submit their final invoice. Upon receipt of final invoice and determination by State that the invoice and Progress Report adequately substantiate the Services provided and the Services were completed in accordance with this Agreement, State will pay Consultant. The acceptance by Consultant of the final payment will constitute and operate as a release to State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

**9. AGREEMENT CLOSE-OUT**

Upon submitting its final invoice, the Consultant must complete and submit to the State a Notification of Completion Form DR39. The form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/> and must be submitted electronically in accordance with the instructions on the form.

**10. INELIGIBLE COSTS**

State is not responsible for costs incurred prior to the Notice to Proceed date set out in SECTION 6. NOTICE TO PROCEED of this Agreement or as approved in writing by State.

**11. FEDERAL COST PRINCIPLES**

For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

**12. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS**

Consultant shall require any Subconsultant to notify Consultant if at any time the Subconsultant determines that its costs will exceed its negotiated fee estimate (over-run). Consultant shall not allow any Subconsultant costs to over-run without prior written approval of the State. Consultant understands that the amount of any Subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless prior written approval is obtained from State and, when applicable, Federal Highway Administration (FHWA).

**13.** *This section has intentionally been left blank.*

**14. TERMINATION COST ADJUSTMENT**

If the Agreement is terminated prior to project completion, State will compare the percentage of work actually completed by Consultant, to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

**15. AUDIT AND FINAL COST ADJUSTMENT**

Upon State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

**16. CONSULTANT COST RECORD RETENTION**

Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three (3) years from the date of project closeout by the State. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, Consultant shall furnish copies.

**RESOLUTION**

**SIGNING OF CONSTRUCTION ENGINEERING SERVICES AGREEMENT – BK2648**

City of Bellevue

Resolution No. 2026-12

**Whereas:** City of Bellevue is developing a transportation project for which it intends to obtain Federal funds; and

**Whereas:** City of Bellevue as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** City of Bellevue and Alfred Benesch & Company wish to enter into a Professional Services Agreement to provide Construction Engineering Services for the Federal-aid project.

**Be It Resolved:** by the City Council of City of Bellevue that:

Rusty Hike, Mayor of City of Bellevue, is hereby authorized to sign the attached Construction Engineering Services agreement between City of Bellevue, Nebraska and Alfred Benesch & Company.

NDOT Project Number: MAPA-5081(3)

NDOT Control Number: 13548

NDOT Project Description: Bellevue Major Street Resurfacing

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month)

The City Council of City of Bellevue, Nebraska

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_

Moved the adoption of said resolution

Member \_\_\_\_\_ Seconded the Motion

Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent

Resolution adopted, signed and billed as adopted

Attest:

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



Agreement No.	BK2657	
NTP Date		
Agreement Amount	CPFF	\$259,996.46

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**PROFESSIONAL SERVICES AGREEMENT**  
**LPA PROJECTS**  
PRELIMINARY ENGINEERING SERVICES

CITY OF BELLEVUE  
ALFRED BENESCH & COMPANY  
PROJECT NO. TAP-77(78)  
CONTROL NO. 23014  
BELLEVUE ACTION MOBILITY PLAN

**THIS AGREEMENT** is between the City of Bellevue ("LPA") and Alfred Benesch & Company ("Consultant"), collectively referred to as the "Parties".

**WITNESSETH**

**WHEREAS**, "State" means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. The State will act as an agent of LPA and will represent the interests of the United States Department of Transportation in the development and construction of such LPA's project when State is managing the project on behalf of the LPA, and

**WHEREAS**, "LPA" for this Agreement means City of Bellevue who has jurisdictional responsibility over the transportation facility that will be the subject of this Agreement with Consultant. In this Agreement, LPA may also be used to refer to all Local Public Agencies, collectively. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and

**WHEREAS**, State is authorized by state law to assist Nebraska Local Public Agencies, hereinafter referred to as LPA or LPAs, with obtaining and expending federal funds for local transportation projects, and

**WHEREAS**, State is presently assisting LPAs in the development of Federal-aid LPA transportation projects for local streets, roads and facilities, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. TAP-77(78) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "F" and incorporated herein by this reference, and

**WHEREAS**, LPA used a qualification-based selection process to select Consultant to provide Preliminary Engineering services, hereinafter referred to as "Services", and

**WHEREAS**, Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

**WHEREAS**, LPA and Consultant wish to enter into this Agreement to specify the duties and obligations of the Parties for the Services described herein, and

**WHEREAS**, Consultant is willing to perform Services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this Agreement, and agrees to comply with all applicable federal-aid transportation project

## PROFESSIONAL SERVICES AGREEMENT

related program requirements, so that Consultant's costs under this Agreement will be eligible for federal reimbursement, and

**WHEREAS**, LPA and Consultant intend that these Services be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal-Aid Projects; hereinafter referred to as "LPA Manual". The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>, and

**WHEREAS**, Consultant should request from LPA or State the contact information for Consultant's primary point of contact for this project, and

**WHEREAS**, the Parties understand that this Agreement will be posted to a publicly accessible database of State agreements pursuant to the requirements Neb. Rev. Stat. § 84-602.04.

**NOW THEREFORE**, in consideration of these facts and mutual promises, the Parties hereto agree as follows:

### **SECTION 1. CONTACT INFORMATION**

Contact information, for the convenience of the Parties, is as follows:

#### 1.1 Consultant Project Manager

Firm Name	Alfred Benesch & Company
Contractor/Vendor Number	6305
Address	16910 Marcy St, Suite 102, Omaha, NE 68118
Project Manager's Name	Craig Mielke
Project Manager's Phone	402-590-8209

#### 1.2 Subconsultant Project Manager

Firm Name	WSP USA, Inc.
Contractor/Vendor Number	6619
Address	950 S 10 <sup>th</sup> St-Suite 011, Omaha, NE 68108
Project Manager's Name	Kevin Carder
Project Manager's Phone	402-741-1018

#### 1.3 State Project Coordinator

Name	Walaa Kambal
Phone Number	402-479-4435

#### 1.4 LPA RC

Name	Matthew Knight
Phone Number	402-293-3028

#### 1.5 State Agreements Specialist

Name	Lucinda Dowding
Phone Number	402-479-3127

**SECTION 2.** *This section has intentionally been left blank.*

**SECTION 3.** *This section has intentionally been left blank.*

### **SECTION 4. NOTICE TO PROCEED AND COMPLETION SCHEDULE**

4.1 LPA, or State on behalf of LPA, will issue Consultant a written Notice to Proceed upon 1) complete execution of this Agreement, 2) LPA's determination, or State's determination on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Agreement is acceptable for federal funding

## PROFESSIONAL SERVICES AGREEMENT

- eligibility. Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be eligible for reimbursement.
- 4.2 In the event that prior to the Effective Date of this Agreement, Consultant is issued a Notice to Proceed and Consultant began work, Consultant will be paid for such work in accordance with this Agreement and the Parties are bound by this Agreement as if the work had been completed after the Effective Date of the Agreement.
- 4.3 Consultant shall complete the Services according to the schedule in attached Exhibit "A" and shall complete all Services required under this Agreement in a satisfactory manner by December 31, 2027. Costs incurred by Consultant after the completion date, are not eligible for reimbursement unless Consultant has received a written extension of time from LPA or State, on LPA's behalf. Extensions of the time to complete the Services must not be construed as an extension to the duration of the agreement.
- 4.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributable to LPA or State, may, upon request, constitute a basis for an extension of time.

### **SECTION 5. DURATION OF THE AGREEMENT (Matches Project Lifespan)**

- 5.1 Effective Date – This Agreement is effective when executed by the Parties.
- 5.2 Expiration Date -- This Agreement expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 5.3 Duration of the Agreement – The Agreement duration is from the Effective Date to the Expiration Date. The Agreement duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 5.4 Identifying Date – This Agreement may be identified by the date LPA signed the agreement.
- 5.5 Termination or Suspension – LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Agreement at any time for any of the reasons provided herein.

### **SECTION 6. SCOPE OF SERVICES**

- 6.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Preliminary Engineering services for project TAP-77(78), Bellevue, in Sarpy County, Nebraska. The Scope of Services ("Services") is outlined in Exhibit "A", attached and incorporated herein by this reference.
- 6.2 Exhibit "A" is the result of the following process:
- 6.2.1 Consultant was provided with a document describing the detailed proposed Scope of Services for this project
- 6.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document
- 6.2.3 Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, as shown in Exhibit "A" and Exhibit "B", attached and incorporated herein by this reference.

PROFESSIONAL SERVICES AGREEMENT

- 6.3 LPA, or State on LPA's behalf, reserves the unconditional right to add to, subtract from, or alter the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Agreement. The addition, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.
- 6.4 Any change in the Services will follow the process specified in the *Out-of-Scope Services* section in Exhibit "C", attached and incorporated herein by this reference.

**SECTION 7. STAFFING PLAN (PE)**

- 7.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit "B". The Staffing Plan identifies the employees of Consultant, and when applicable subconsultants, who are anticipated to provide Services under this Agreement. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan to be primarily responsible for completing the Services under this Agreement. LPA and State consider the Principals, senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the Services provided. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.
- 7.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the Services on schedule will be cause for termination of this Agreement, with settlement to be made as set out on Exhibit "C".

**SECTION 8.** *This section has intentionally been left blank.*

**SECTION 9. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

- 9.1 Consultant 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. Consultant agrees to contractually require any subconsultants 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.
- 9.2 The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb. Rev. Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new

PROFESSIONAL SERVICES AGREEMENT

employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

- 9.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Agreement. This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/ndot289.pdf>.
  - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**SECTION 10. FEES AND PAYMENTS**

- 10.1 Consultant's fee proposal is attached as Exhibit "B" and incorporated herein by this reference.
- 10.2 The maximum compensation amounts and general provisions concerning payment under this Agreement are attached as Exhibit "C".

**SECTION 11. CONSULTANT'S PERFORMANCE (LPA PE)**

- 11.1 Standard of Performance  
Consultant shall complete the Services under this Agreement exercising the degree of skill, care, and diligence consistent with the applicable professional standards recognized by such profession and observed by national firms performing services of the type provided for in this Agreement. Consultant shall complete the Services exercising good and sound professional judgment and practices. Consultant's Services shall conform to applicable licensing requirements, industry standards, statutes, laws, acts, ordinances, and rules and regulations.
- 11.2 Quality of Service  
Consultant agrees to perform all Services hereunder using qualified personnel consistent with good professional practice in the state of the art involved, and that performance of its personnel will reflect their best professional knowledge, skill, and judgment. Consultant agrees to permit LPA, or State on LPA's behalf, access at all times to the work product for purposes of reviewing same and determining that the Services are being performed in accordance with the terms of this Agreement.
- 11.3 Performance Evaluation  
11.3.1 LPA, or State on LPA's behalf, retains the discretion to conduct an evaluation of Consultant's performance at any time. Consultant's performance may be subject to an evaluation in the following performance categories: (1) Communication, Cooperation, and Project Management; (2) Schedule; (3) Scope and Budget; and (4) Quality and Technical Performance. Consultant understands that if LPA, or State on LPA's behalf, determines that Consultant's performance is not meeting, has not met, or is at risk of not meeting the Standard of Performance set out herein, LPA, or State on LPA's behalf, may conduct a Consultant Performance

Evaluation based on the applicable foregoing performance categories. If LPA, or State on LPA's behalf, chooses to conduct a Consultant Performance Evaluation, LPA, or State on LPA's behalf, will notify Consultant of the evaluation including necessary instructions and procedures for complying with the evaluation.

11.3.2 Consultant shall, to the fullest extent reasonable, implement and make modifications and changes in response to the evaluation, correct deficiencies, implement improvements, and improve performance to comply with the terms of this Agreement in response to the Performance Evaluation. LPA's or State's remedies for substandard performance will apply even in the absence of a Consultant Performance Evaluation.

11.4 LPA's or State's Remedies for Substandard Performance

Upon notice of substandard performance of Services revealed during or after the construction of the project, Consultant shall re-perform the Services at no cost to LPA or State. Further, Consultant shall reimburse LPA or State for any costs incurred by LPA or State for necessary remedial work. Consultant shall respond to LPA's or State's notice of any errors, omissions, or negligence within twenty-four (24) hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by Consultant to the project site, if directed by LPA or State. If Consultant discovers errors, omissions, or negligence in its Services, Consultant shall notify LPA and State of the errors within three (3) business days. Failure of Consultant to notify LPA and State constitutes a breach of this Agreement.

If Consultant fails to re-perform the Services, or if LPA or State determines that Consultant will be unable to correct substandard Services before the time specified for completion in this Agreement, LPA or State may correct such unsatisfactory Services (or by the use of third parties) and charge Consultant for the costs incurred.

If LPA or State requires Consultant to remedy any deficiencies in the Services, Consultant shall make such corrections at no additional cost to LPA or State. Any increase or decrease in the scope of the Services or any modification of the specifications will be made only by written agreement signed by the Parties. Consultant shall bear legal liability for all damages incurred by LPA or State caused by Consultant's errors, omissions, or negligent acts without liability or expense to LPA or State. The rights and remedies of LPA or State provided herein are in addition to any other remedies provided by law.

**SECTION 12. CONSULTANT'S ACCOUNTABILITY FOR ITS SERVICES** (LPA)

12.1 Consultant agrees that LPA and State will rely on the professional training, experience, performance and ability of Consultant. Consultant agrees that examination by LPA, State, or Federal Highway Administration of the United States Department of Transportation (FHWA), approval, acceptance, use of, or acquiescence in Consultant's Services, will not be considered a full and comprehensive examination and will not be considered approval of Consultant's Services that would relieve Consultant from liability or expense connected with Consultant's sole responsibility for the propriety and integrity of Consultant's Services pursuant to this Agreement. Consultant agrees that LPA's or State's declining to approve Consultant's services will not be deemed an acceptance of

## PROFESSIONAL SERVICES AGREEMENT

defective services or relieve Consultant of its obligations and liabilities with respect to such services.

- 12.2 Consultant agrees that acceptance or approval of any of the services of Consultant by LPA or State or of payment, partial or final, will not constitute a waiver of any rights of LPA or State to recover from Consultant damages caused by Consultant due to error, omission, or negligence of Consultant in its services.

### **SECTION 13. DISPUTES**

Any dispute concerning a question of fact in connection with the work will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

### **SECTION 14. SUSPENSION OR TERMINATION** (PE 2-25-16)

#### 14.1 Suspension or Termination

LPA or State, on LPA's behalf, has the absolute right to suspend the work or terminate this Agreement at any time and for any reason and such action on its part will in no event be deemed a breach of this Agreement. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which LPA or State may suspend or terminate this Agreement:

- a. A loss, elimination, decrease, or re-allocation of funds that make it difficult, unlikely or impossible to have sufficient funding for the Services or the project
- b. The Services or the project are abandoned for any reason
- c. Funding priorities have changed
- d. LPA's or State's interests are best protected by suspension or termination of this Agreement
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Agreement or agreed to in writing by the Parties
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel
- g. Consultant has not made sufficient progress to assure that the Services are completed in a timely manner
- h. Consultant fails to meet the standard of care applicable to the Services
- i. Consultant fails to meet the performance requirements of this Agreement
- j. Consultant's breach of a provision of this Agreement or failure to meet a condition of this Agreement
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications

14.2 *This section has intentionally been left blank.*

#### 14.3 Suspension

- a. **Suspension for Convenience.** If LPA or State, on LPA's behalf, suspends the work for convenience, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of

suspension. Consultant shall provide LPA and State a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

- b. Suspension for Cause. If LPA or State, on LPA's behalf, suspends the work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. The notice of suspension will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA or State to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA and State. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Agreement.

14.4 Termination

If LPA or State, on LPA's behalf, terminates this Agreement, Consultant will be given notice of the date of termination, which will be no fewer than three (3) business days after notice is given. The notice of termination will provide Consultant with a description of the reason(s) for the termination. The notice must specify when the Agreement will be terminated along with the requirements for completion of the work under the Agreement. Consultant's right to incur any additional costs will cease at the end of the day of termination or as otherwise provided.

14.5 Compensation upon suspension or termination

If LPA or State, on LPA's behalf, suspends the work or terminates the Agreement, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Agreement, LPA or State, on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Agreement. In the event of termination of this Agreement for cause, LPA or State, on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

**SECTION 15. OWNERSHIP OF DOCUMENTS**

- 15.1 All surveys, maps, studies, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this Agreement are the property of LPA. Consultant shall deliver these documents to LPA at the conclusion of the project for inclusion in LPA's federal-aid file without restriction or limitation as to further use.
- 15.2 LPA acknowledges that such data may not be appropriate for use on an extension of the Services covered by this Agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at LPA's sole risk and without legal exposure or liability to Consultant.
- 15.3 Further, Consultant shall keep time sheets and payroll documents in Consultant's files for at least three years from the completion of final cost settlement by FHWA and project closeout by State.

**SECTION 16. CONFLICT OF INTEREST LAWS**

Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for LPA's project to remain fully eligible for federal funding. By signing this Agreement, Consultant certifies that Consultant is not aware of any financial or other interest Consultant has that would violate the terms of these federal provisions.

**SECTION 17. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION**

17.1 Certain information provided by LPA or State to Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §407. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §407. "Privileged document" means any document pertaining to any file or project maintained by LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to Consultant in order that Consultant adequately design the project at hand on behalf of LPA or State.

17.2 Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for LPA or State for the project at hand only. Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. LPA or State agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 11/4/11):

*“CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §407, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The State of Nebraska [or LPA] has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient.”*

17.3 Consultant agrees to obtain the written approval of LPA and State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to Consultant whether such information or documentation is in fact privileged or confidential.

17.4 Consultant and LPA or State agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant will create liability on the part of Consultant to LPA or State for any damages that may occur as a result of the unauthorized dissemination. Consultant agrees to hold harmless, indemnify, and release LPA or State from any liability that may ensue on the part of LPA or State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant.

**SECTION 18. FORBIDDING USE OF OUTSIDE AGENTS** (Standard provision)

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, LPA or State has the right to annul this Agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**SECTION 19. GENERAL COMPLIANCE WITH LAWS**

Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work. If Consultant is found to have been in violation of any applicable federal, state, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

**SECTION 20. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE** (3-2-21)

- 20.1 Consultant agrees to hold harmless LPA and State from all claims and liability due to the error, omission, or negligence of Consultant or those of Consultant's agents or employees in the performance of work under this Agreement. It is expected that in carrying out the work under this Agreement, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA or State in carrying out the work under this Agreement.
- 20.2 For the duration of this Agreement, Consultant shall carry insurance as outlined in Exhibit "D", attached and incorporated herein by this reference. For any work to be performed by a subconsultant/subcontractor or other person/entity, at any tier, for Consultant, Consultant shall require that such subconsultant/subcontractor or other person/entity meet the insurance requirements outlined in Exhibit "D".

**SECTION 21. COORDINATING PROFESSIONAL AND PROFESSIONAL REGISTRATION**  
**(2-1-18)**

21.1 Coordinating Professional:

To the extent of any design work applicable to the Services under this Agreement, the following Coordinating Professional language applies:

If LPA's project involves more than one licensed professional engineer, LPA shall designate a Coordinating Professional (defined in Neb. Rev. Stat. § 81-3408) for this project as required by Neb. Rev. Stat. § 81-3437.02 of the Nebraska Engineers and Architects Regulation Act (Neb. Rev. Stat § 81-3104 et seq.). The Coordinating Professional will apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional will verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. Consultant agrees to cooperate with the designated Coordinating Professional to meet the requirements of state law. Consultant

## PROFESSIONAL SERVICES AGREEMENT

further agrees to contractually require its subconsultants to cooperate with the designated Coordinating Professional.

If Consultant's engineer has been identified as the Coordinating Professional for this project, and, for whatever reason, the designated Coordinating Professional is no longer assigned to the project, Consultant shall provide LPA written notice of the name of the replacement within 10 business days.

### 21.2 Professional Registration:

To the extent the work requires engineering services, Consultant will affix and sign the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all applicable documents, plans, specifications, and reports prepared under this Agreement as required by the Nebraska Engineers and Architects Regulations Act.

## **SECTION 22. SUCCESSORS AND ASSIGNS**

This Agreement is binding on successors and assigns of either party.

## **SECTION 23. DRUG-FREE WORKPLACE POLICY**

Consultant shall have, and comply with, an acceptable and current drug-free workplace policy on file with State. Consultant's employees shall not use illegal drugs or consume alcohol during work hours and while performing Services for State under this Agreement.

## **SECTION 24. FAIR EMPLOYMENT PRACTICES ACT**

Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. §§ 48-1101 through 48-1126.

## **SECTION 25. DISABILITIES ACT**

Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35.

## **SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES (April 2026)**

The following clauses regarding the Disadvantaged Business Enterprises program are only applicable as required by law.

26.1 This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

26.2 The vendor, contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of [49 CFR part 26](#) in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

**SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES** *(2023 NDOT Title VI Implementation Plan)*

27.1 Appendix A - During the performance of this contract, the Contractor, Consultant, or when applicable LPA, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

27.1.1 Compliance with Regulations

The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

27.1.2 Nondiscrimination

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR 21.

27.1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

27.1.4 Information and Reports

The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

## PROFESSIONAL SERVICES AGREEMENT

### 27.1.5 Sanctions for Noncompliance

In the event of contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

27.1.5.1 withholding payments to the contractor under the contract until the contractor complies; and/or

27.1.5.2 cancelling, terminating, or suspending a contract, in whole or in part.

### 27.1.6 Incorporation of Provisions

The contractor will include the provisions of paragraphs 27.1.1 through 27.1.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

27.2 Appendix E – During the performance of this contract, the Contractor, Consultant, or when applicable LPA, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

27.2.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

27.2.2 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

27.2.3 Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

27.2.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

27.2.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

27.2.6 Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

27.2.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973,

## PROFESSIONAL SERVICES AGREEMENT

- by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- 27.2.8 Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- 27.2.9 The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 27.2.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 27.2.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 27.2.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **SECTION 28. SUBLETTING, ASSIGNMENT, OR TRANSFER**

- 28.1 The Subconsultant will provide additional Preliminary Engineering services.
- 28.2 Any other subletting, assignment, or transfer of any professional services to be performed by Consultant is hereby prohibited unless prior written consent of State, on LPA's behalf, is obtained.
- 28.3 At LPA's or State's discretion, Consultant may enter into an agreement with any subconsultants/subcontractors (including allowing subconsultants/subcontractors at lower tiers) for work covered under this Agreement. All subconsultant/subcontractor agreements, at any tier, for work covered under this Agreement must contain identical or substantially similar provisions to those in this agreement. No right-of-action against LPA or State will accrue to any subconsultant/subcontractor by reason of this Agreement.
- 28.4 As outlined in SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES, Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other services must include documentation of efforts to employ a disadvantaged business enterprise.

### **SECTION 29. CONSULTANT CERTIFICATIONS**

## PROFESSIONAL SERVICES AGREEMENT

The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby swears, under the penalty of law, to the best of my knowledge and belief, the truth of the following certifications, and agrees as follows:

29.1 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Agreement is a lump sum, actual cost-plus-fixed-fee, or specific rates of compensation type professional services agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Agreement are accurate, complete, and current as of the date of this Agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which State determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

29.2 Neb. Rev. Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below, neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

- a. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement, or
- b. Has agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or
- c. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this Agreement, except as here expressly stated (if any).

29.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions. Section 29.3a below contains 10 instructions that consultant agrees to follow in making the certifications contained in 29.3b.

a. Instructions for Certification

1. By signing this Agreement, Consultant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with State's determination whether to enter into this Agreement. However, failure of Consultant to furnish a certification or an explanation will disqualify Consultant from participation in this Agreement.
3. The certification in this clause is a material representation of fact upon which reliance was placed when State determined to enter into this Agreement. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, State may terminate this Agreement for cause or default.

## PROFESSIONAL SERVICES AGREEMENT

4. Consultant shall provide immediate written notice to State if at any time Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 – Debarment and suspension. Exec. Order No. 12,549, 51 Fed. Reg. 6370 (1986).
  6. Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by State before entering into this Agreement.
  7. Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  8. Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
  9. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  10. Except for transactions authorized under paragraph a.6. of these instructions, if Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State may terminate this Agreement for cause or default.
- b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
1. By signing this Agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:
    - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local)

## PROFESSIONAL SERVICES AGREEMENT

transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b) above; and
  - d) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this Agreement. I acknowledge that this certification is to be furnished to State and the FHWA in connection with this Agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

### **SECTION 30. LPA CERTIFICATION**

- 30.1 By signing this Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:
- a. employ or retain, or agree to employ or retain, any firm or person, or
  - b. pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.
- 30.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

### **SECTION 31. SEVERABILITY**

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

### **SECTION 32. COMPLETENESS**

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

### **SECTION 33. FEDERAL AID REQUIRED CLAUSES**

The contract clauses set out on Exhibit "E", to the extent applicable, are attached and incorporated herein by this reference. Consultant shall attach and incorporate Exhibit "E" in any subconsultant agreements for work under this agreement.

PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this 26 day of June, 2026.



ALFRED BENESCH AND COMPANY

~~Anthony Dirks, P.E.~~

Jeff Sockel

Senior Vice President

STATE OF NEBRASKA)  
Sarpy )ss.  
LANCASTER COUNTY )

SUBSCRIBED AND SWORN to before me this 26 day of 6, 2026

  
Notary Public

EXECUTED by the City of Bellevue this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF BELLEVUE  
Rusty Hike

\_\_\_\_\_  
Mayor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Form of Agreement Approved for  
Federal Funding Eligibility  
Jodi Gibson

\_\_\_\_\_  
Local Assistance Division Manager

## EXHIBIT "A"

### Scope of Services

**Project Name: Bellevue Active Mobility Plan**

**Project No. TAP-77(78)**

**CN: 23014**

### Project Understanding

The City of Bellevue is preparing an Active Mobility Plan funded in part through NDOT's Transportation Alternatives Program (TAP). The plan is envisioned as a citywide effort to improve walking, bicycling, rolling, and micromobility for transportation and recreation, while building on Bellevue's Comprehensive and Transportation Plan, Fort Crook Road 2040 Plan, MAPA regional plans, and other recent planning work.

The final plan is intended to be adopted as a component of Bellevue's Comprehensive and Transportation Plan. The RFQ identified several key outcomes: a comprehensive active mobility network, a master trail plan, draft Complete Streets regulations and policy, prioritized projects/programs/policies, implementation and funding strategies, performance measures, and conceptual layouts or renderings for a select group of high-priority projects.

The study area will include the City of Bellevue's corporate limits and 2-mile extraterritorial jurisdiction. The Network Improvements Plan will also consider connections to existing and planned facilities in adjacent jurisdictions and may identify potential connections through adjacent jurisdictions where necessary to support network continuity between Bellevue and other MAPA-region communities.

The consultant team of Benesch and WSP will conduct the work in a manner consistent with applicable federal-aid, NDOT, and Nebraska LPA requirements for consultant-administered planning projects funded through the Transportation Alternatives Program. Applicable federal, state, and local design guidance will be reviewed and documented as part of the planning process.

This scope is organized to support clear cost estimating, project management, consultant team coordination, and review by the City of Bellevue. It remains consistent with the RFQ while organizing the work into practical task categories.

**City shall provide or be responsible for or providing** (or will be obtained by the consultant team to the extent these items are currently publicly available):

#### 1. Existing Plans, Reports, and Studies

- Existing trail maps/characteristics.
- Existing motor vehicle traffic volumes.
- Pedestrian, bicycle, and vehicle collision data.
- Previously proposed bicycle and trail facilities from adopted plans.
- Forthcoming/planned trail and street projects.
- Signalized intersections and grade-separated crossings.
- Strava Metro 2020 data or available equivalent.
- Overview of funding/anticipated funding to support projects.
- Bellevue Comprehensive and Transportation Plan.
- Parks Master Plan.
- Fort Crook Road 2040 Plan.
- ADA Transition Plan and/or ADA curb ramp dashboard information.

- Complete Streets policy, ordinance, annual reports, or related implementation records.
- Prior corridor studies, trail plans, safety plans, transit plans, and development plans.
- Prior public survey results, public comments, stakeholder comments, or engagement summaries relevant to walking, bicycling, trails, transit, safety, accessibility, and mobility.

## **2. GIS and Mapping Data**

- Existing and planned sidewalks, trails, bike facilities, crossings, curb ramps, transit stops, parks, schools, civic destinations, public facilities, parcels, right-of-way, easements, utilities, land use, zoning, crash data if available, and planned capital projects.
- Sarpy County-maintained City of Bellevue GIS data.
- Confirmation of GIS standards and preferred final geodatabase or data structure.

## **3. City Staff Coordination**

- Identification of the City project manager.
- Participation in regular progress meetings.
- Coordination among Planning, Public Works, Parks, Police/Fire, Administration, Communications, and other City departments.
- Review and comment on deliverables within agreed review periods.

## **4. Committees and Stakeholder Identification**

- Convene or formally approve the Technical Advisory Committee (with member recommendations by the Consultant).
- Convene or formally approve the Community Stakeholder Committee (with member recommendations by the Consultant).
- Assist with invitations to key agencies, institutions, neighborhoods, employers, schools, community groups, and partner jurisdictions.

## **5. Public Outreach Support**

- City website or project webpage access, unless assigned to consultant.
- City social media and press release distribution.
- Project specific email/listserv support, if maintained by the City. Otherwise, the consultant team will maintain a project specific email list of interested parties.
- Meeting venue coordination, if desired to keep costs controlled.
- Assistance with public notice, local media, and elected/appointed official coordination.

## **6. Direction on Adoption Process**

- Identify desired review path through staff, TAC/CSC, Planning Commission, Parks Board if applicable, and City Council.
- Confirm required adoption format and timing.

## **Task 1. Project Management, Administration, and Quality Control**

**Primary Lead:** Benesch

**Support:** WSP

Benesch will provide project management and administration from notice to proceed through final adoption. This task will include schedule control, budget monitoring, monthly progress reports and invoices, coordination with Bellevue, consultant team coordination, quality management, and documentation of key decisions.

### **Subtasks**

#### **1.1 Project Kickoff and Scope Confirmation**

Conduct a project kickoff meeting with City staff and consultant team members to confirm scope, schedule, communication protocols, roles, near-term priorities, and initial data needs.

#### **1.2 Project Management Plan and Detailed Schedule**

Prepare a detailed project schedule and project management plan identifying task sequencing, review periods, meeting milestones, deliverables, and decision points.

If scope, schedule, meeting counts, or deliverable refinements are identified during project startup, the consultant will document recommended changes for City review and approval through an amended scope and schedule, if needed.

#### **1.3 Monthly Progress Meetings and Coordination**

Conduct monthly progress meetings with the City and consultant team. Meetings may be virtual or in person and may be coordinated with other project meetings when efficient.

#### **1.4 Budget, Invoice, and Progress Reporting**

Prepare monthly invoices and progress reports documenting work completed, work anticipated, budget status, schedule status, and key issues requiring City direction. Submit to NDOT through OnBase.

#### **1.5 Internal Team Coordination**

Coordinate Benesch and WSP staff assignments, task progress, technical inputs, engagement preparation, and deliverable production.

#### **1.6 Quality Management and QA/QC Reviews**

Implement quality control procedures for major deliverables, including technical review, editorial review, and consistency review.

#### **1.7 Decision Log, Action Item Log, and Deliverable Tracking**

Maintain project decision, action item, and deliverable tracking tools to support transparent project administration.

#### **1.8 Project Closeout**

Complete project closeout activities, including final file transfer, final invoice, and closeout coordination.

### **Deliverables**

- Final scope confirmation memorandum, if needed.
- Detailed project schedule.
- Monthly progress reports and invoices.
- Meeting agendas and summaries.
- Action item/decision log.
- QA/QC documentation for major deliverables.

## **Task 2. Public and Stakeholder Engagement**

**Primary Lead:** WSP

**Support:** Benesch

The consultant team will develop and implement a public and stakeholder engagement program focused on broad, diverse participation. Engagement will seek input from residents, students, older adults, people with disabilities, lower-income households, minority communities, employers, neighborhood representatives, schools, active transportation users, people who do not currently walk or bike, and local/regional partner agencies.

Unless otherwise directed by the City, the consultant team will prepare meeting materials, sign-in sheets, comment cards, facilitation materials, and meeting summaries. The City will assist with public meeting venue selection, local notice distribution, and use of City communication channels. Room rental, paid advertising, refreshments, printing, translation/interpretation, and other direct meeting expenses will be treated as reimbursable expenses or City-provided items as agreed during scope negotiation.

The consultant will provide content and updates for a project webpage. The City will host the webpage unless a separate consultant-hosted engagement platform is authorized. If a separate project website, Social Pinpoint, ArcGIS StoryMap, Polco, or similar tool is desired, subscription, hosting, and administration costs will be confirmed during scope negotiation.

### **Subtasks**

#### **2.1 Public Engagement and Communications Plan**

Prepare a concise Public Engagement and Communications Plan defining audiences, tools, schedule, meeting formats, messaging, accessibility considerations, and roles for the City, Benesch, and WSP.

#### **2.2 Project Branding and Announcement Materials**

Prepare project announcement content, web/social content, and a simple project description for City distribution. As part of early engagement and project branding, the consultant team will coordinate with the City to confirm the final plan title.

Prepare draft press releases, website/social media content, meeting notices, progress updates, mapping update announcements, and notices for final Planning Commission and City Council presentations for City review and distribution.

#### **2.3 Online Survey / “10 Simple Questions”**

Develop and support one online survey focused on key active mobility issues, important destinations, barriers, gaps, unsafe locations, preferred improvement types, and priorities for walking, bicycling, rolling, transit access, and trails. WSP would utilize their existing Social Pinpoint license to host this survey, and then download results at the completion of the project.

#### **2.4 Technical Advisory Committee Meetings**

Prepare for, attend, facilitate, and summarize up to three (3) Technical Advisory Committee meetings. The TAC will validate existing conditions, verify projects, identify constraints and impediments, provide technical guidance, and help keep the project aligned with City expectations. Meeting materials will include relevant research, case studies, and best practices from peer communities when useful to inform Bellevue’s decisions. Meeting notes will be prepared and distributed within one week of each meeting.

#### **2.5 Community Stakeholder Committee Meetings**

Prepare for, attend, facilitate, and summarize up to two (2) Community Stakeholder Committee meetings. The CSC will include community and partner representatives organized around stakeholder groups such as People, Pathways, Promoters, and Partners. Meeting materials will include relevant research, case studies, and best practices from peer communities when useful to inform Bellevue’s decisions. Meeting notes will be prepared and distributed within one week of each meeting.

#### **2.6 Pop-Up and Intercept Engagement**

Prepare materials for and attend up to four (4) pop-up or intercept events. Candidate events may include summer community events, trail/bike events, farmers markets, the Offutt Air Force Base air show, Arrows to Aerospace parade and festival, school/community events, or other City-approved opportunities. Final list of pop-up events to be determined in the Public Engagement Plan.

Also utilize 'pop-up' table-top tents or 'direct to business' outreach with flyers and posters to promote the survey and public engagement.

### **2.7 Public Open Houses**

Prepare for and facilitate one (1) public open house. Open house may include brief repeated presentations, large-format mapping, voting exercises, comment cards, next-step information, and project contact information. Anticipated timing of the open house will be over the winter and will focus on what the team heard from the early engagement and presenting draft project ideas to get public input on prioritization.

Public open houses will be designed to gather input from residents, property owners, businesses, neighborhood groups, and other community members. Materials will identify needs and goals and will help participants understand potential benefits, tradeoffs, and impacts associated with modifying streets to support active mobility.

To the extent possible, the consultant team will create an online public forum that includes the materials presented at the open house, with a forum or comment period to collect additional input from individuals unable to attend the public meeting in person.

The consultant team will provide a brief in-person presentation at the start of the open house, or may record a short presentation that can be looped for incoming participants, or made available with the materials online.

### **2.8 Engagement Summary**

Summarize public input, survey results, TAC/CSC input, pop-up event comments, and major themes for use in the plan.

### **Deliverables**

- Public Engagement and Communications Plan.
- Survey questions and survey summary.
- TAC agendas, materials, and meeting notes.
- CSC agendas, materials, and meeting notes.
- Public meeting boards, maps, handouts, and summaries.
- Pop-up event materials and summary.
- Engagement summary memorandum or plan chapter.

## **Task 3. Existing Conditions, Planning Context, and Needs Analysis**

**Primary Lead:** WSP

**Support:** Benesch

This task will synthesize and validate recent Bellevue and regional planning work rather than duplicate prior studies. The work will consolidate existing data, prior recommendations, public input, safety information, barriers, gaps, and opportunities into a unified active mobility framework.

### **Subtasks**

#### **3.1 Data and Document Collection**

Review existing plans, policies, standards, GIS files, trail/sidewalk/bike facility data, ADA data, transit information, parks and school data, safety data, land use and development information, and prior public input.

The consultant team will coordinate GIS data needs and final GIS deliverables with City staff, MAPA, and Sarpy County GIS as necessary.

#### **3.2 Existing Facility Inventory**

Compile maps of existing sidewalks, trails, sidepaths, shared-use paths, on-street bicycle facilities, crossings, transit access points, parks, schools, civic destinations, major employers, and regional connections.

The City recently completed a pavement management data analysis (i.e. video capture evaluation) of their existing streets and surrounding features. This data may be provided or re-

analyzed to create additional data layers for this task. This effort would be completed by City staff, and provided to the consultant team as a 'spot-check' of areas of interest.

### **3.3 Planning Context Review**

Summarize applicable local, regional, state, and federal planning context, including Bellevue's Comprehensive and Transportation Plan, Parks Master Plan, Fort Crook Road 2040 Plan, MAPA plans, safety plans, transit plans, NDOT guidance, and Complete Streets/ADA policy context.

Identify, review, and summarize applicable design and planning standards that may guide active mobility recommendations, including bicycle, pedestrian, trail, ADA/PROWAG, Complete Streets, traffic calming, crossing, and streetscape guidance.

### **3.4 Safety and Barrier Analysis**

In consultation with the City, the consultant team will identify high-crash locations, difficult crossings, major barriers, missing links, uncomfortable corridors, railroad/highway barriers, and gaps between neighborhoods and destinations. This topic has been of particular interest to the City in recent years, so this effort will be a focus of this overall task.

### **3.5 Equity, Access, and Short-Trip Potential**

Use available demographic, land use, trip, and destination data to identify where active mobility investments could improve access for short trips, transit connections, schools, parks, jobs, services, and underserved areas. This task is anticipated to be completed using Replica, Strava, Ride with GPS, and other 'big data' sources to determine areas of need.

### **3.6 Field Review**

Conduct targeted field reviews of key corridors, gaps, crossings, trail connections, and candidate project areas. These field reviews may include drone flights, or other remote sensing methods to reduce the need for property access and landowner notifications or permissions.

### **3.7 Existing Conditions and Needs Summary**

Prepare a concise summary with maps, figures, and key findings. The existing conditions assessment will evaluate the active mobility system for general user convenience, accessibility, comfort level, topography, support facilities, wayfinding, and coherence for the average user, in addition to documenting existing facilities, missing links, gaps, barriers, and policies.

## **Deliverables**

- Existing conditions GIS/map series.
- Planning context summary.
- Needs and opportunities map.
- Barrier/gap map. (Discuss final deliverable format at kickoff meeting)
- Safety and access summary. (same as above)
- Existing Conditions and Needs memorandum or plan chapter.

## **Task 4. Active Mobility Network and Project Development**

**Primary Lead:** Benesch

**Support:** WSP

This task will develop the active mobility network and project recommendations for Bellevue. The work will identify integrated bicycle facilities, trail corridors, low-stress routes, sidewalk improvements, crossing improvements, transit access improvements, and connections to commercial destinations, employment centers, Offutt Air Force Base, neighborhoods, schools, public services, the regional trail network, and adjacent communities.

### **Subtasks**

#### **4.1 Network Vision and Goals / High-Priority Areas**

Consultant will confirm the active mobility network vision, goals, and evaluation criteria.

High-priority areas will be identified as locations where people currently walk, bike, or roll; where they want to walk, bike, or roll; where residents may rely on walking, biking, or transit due to

economic circumstances; and where critical gaps or deficiencies prevent active travel, with special focus on schools, parks, employment areas, and daily destinations.

#### **4.2 Candidate Project Identification**

Identify candidate projects through existing conditions analysis, TAC input, CSC input, public survey and meeting input, field review, prior plan recommendations, and City staff direction.

#### **4.3 Facility Typology and Design Toolkit**

Develop a practical facility toolkit for Bellevue, including shared-use paths, trails, sidewalk gap closure, enhanced crossings, sidepaths, bike lanes, buffered/protected bike lanes, bicycle boulevards/low-stress routes, micromobility-supportive facilities, wayfinding, trailheads and access points, transit access improvements, and placemaking/streetscape elements.

The facility toolkit will include guidance for selecting bicycle and micromobility facility types based on street characteristics such as traffic volume, speed, roadway width, land use context, parking, crash history, network role, and user comfort.

Toolkit recommendations should include pedestrian-scale improvements, such as sidewalk gaps, crossings, traffic calming, curb extensions, lighting, and curbside landscaping.

It is anticipated that the toolkit will rely heavily on nationally validated and approved methods and typologies, reviewed and assembled for the City of Bellevue, considering regional norms, consistency with other plans, and practical installations, rather than cutting edge, experimental, or internationally sourced concepts not proven in the area.

#### **4.4 Draft Network Improvements Plan**

Prepare draft network recommendations by mode and geography, including trails and shared-use paths, on-street bicycle and micromobility facilities, sidewalks, crossings, streetscapes, school and park access, regional connections, major barrier crossings, and transit-supportive active mobility connections.

The trails element will address trail corridors, missing links, trailheads, wayfinding, crossing improvements, access points, support amenities, and related user facilities.

Equity and accessibility will be considered for proposed improvements, and should emphasize closing gaps, correcting deficiencies, improving safety, and increasing bicycling and micromobility in underserved areas.

All improvements will be numbered and described with their original source, the reason they were included, the level of public acceptance, the recommended timing of implementation, and other informative narrative that would help future users of the plan understand why each project was recommended, and not just a collection of lines on a map. These summaries are anticipated to be short paragraphs, not extensive descriptions.

#### **4.5 Project Prioritization**

Develop and apply prioritization criteria. These may include safety, connectivity, equity/access, feasibility, public support, cost, implementation readiness, environmental constraints, relationship to adopted plans, funding competitiveness, and maintenance implications.

Draft priorities will be reviewed with City staff and the Technical Advisory Committee for refinement and general consensus before being carried into final recommendations.

#### **4.6 High-Priority Project Concepts**

Develop planning-level concepts for a select group of high-priority/high-impact projects. Concepts may include written documentation of constraints and feasibility, preliminary cost estimates, and conceptual layouts or renderings. Five (5) projects are anticipated.

The main goal of this effort is to provide grant-funding and project application ready projects

#### **4.7 Planning-Level Cost Opinions**

Prepare planning-level preliminary opinions of probable cost for selected priority projects, including estimated costs for further engineering, project administration, construction, and contingency where appropriate. These estimates will be suitable for planning and programming purposes and will not constitute final engineer's estimates for bidding.

#### **Deliverables**

- High Priority Areas / High Demand Areas memorandum or plan chapter.
- Facility typology/design toolkit.

- Draft active mobility network map.
- Candidate project list.
- Prioritization criteria and scoring matrix.
- Priority project cutsheets.
- Conceptual layouts/renderings for selected projects.
- Planning-level cost opinions.

## **Task 5. Policy, Program, Funding, and Implementation Strategy**

**Primary Lead:** WSP

**Support:** Benesch

This task will develop policy, program, funding, and implementation recommendations to help Bellevue move from planning to action. The work will include drafting revised Complete Streets policy and ordinance recommendations, programmatic policy recommendations, funding strategies, phasing, maintenance considerations, and performance measures.

### **Subtasks**

#### **5.1 Complete Streets Policy and Ordinance Review**

Review Bellevue's existing Complete Streets framework and prepare recommended updates.

Policy recommendations may include amendments to the Comprehensive Plan and other guiding documents, zoning ordinance and municipal code changes, Complete Streets policy updates, and related implementation procedures.

#### **5.2 Programmatic Policy Recommendations**

Develop recommended programs and practices, potentially including Safe Routes to School coordination, sidewalk gap program, crossing improvement program, trail maintenance and operations, wayfinding program, bike parking standards, development review checklist, ADA/PROWAG coordination, and annual active mobility reporting.

Program recommendations will address, at minimum, education, engineering, and encouragement, and may also address enforcement/coordination, evaluation, maintenance, and partnerships as appropriate.

Where appropriate, coordinate with partner agencies and organizations outside the City to develop or implement regional, statewide, or national recommendations to improve mobility.

#### **5.3 Implementation Phasing**

Organize recommendations into implementation phases:

- Phase 1: High-visibility, lower-cost quick wins implementable or pilotable within 1 to 2 years.
- Phase 2: Highest-priority projects for the next 10 years.
- Phase 3: Ultimate network buildout over 25 years.

Prepare a 10-year Capital Plan for Phase 2 priority projects, including conceptual cost estimates and concept-level design information for major features of the plan.

#### **5.4 Funding Strategies**

Identify potential local, regional, state, and federal funding sources, including TAP, HSIP/safety funding, Carbon Reduction Program opportunities, SS4A-related implementation pathways, MAPA programming, local CIP, partnerships, development-related implementation, grants, and maintenance funding.

#### **5.5 Performance Measures**

Develop measures or metrics that Bellevue can use to track progress. Potential measures may include facility miles completed, sidewalk gaps closed, crossings improved, curb ramps improved, priority projects implemented, public engagement reach, safety trends, grant applications submitted/awarded, and recognition programs such as Bicycle Friendly Community or Walk Friendly Community status. Performance measures could include methods for evaluating both capital improvements and ongoing programs/services and could also be formatted or displayed on a webpage for future tracking of progress.

## **Deliverables**

- Draft Complete Streets ordinance and supporting policy/procedure recommendations.
- Programmatic recommendations.
- Implementation/phasing table.
- 10-year Capital Improvement Plan for Phase 2 priority projects
- Funding matrix.
- Maintenance strategy and implementation responsibilities summary.
- Performance measures and progress-tracking framework.

## **Task 6. Draft and Final Active Mobility Plan**

**Primary Lead:** Benesch

**Support:** WSP

The consultant team will prepare the Active Mobility Plan in a format that is visually clear, practical, and implementation-focused. The plan should emphasize maps, figures, project tables, implementation tools, and include concise narratives.

The plan will include a concise planning consistency section documenting how the plan's vision, goals, recommendations, and implementation strategies relate to Bellevue's Comprehensive and Transportation Plan, MAPA's Long Range Transportation Plan, NDOT's Carbon Reduction Strategy, and other applicable local and regional planning documents.

The consultant team will support City review and adoption of the Active Mobility Plan through presentations and related materials, including review and recommendation of approval by the TAC and Planning Commission, and final adoption by City Council.

### **Subtasks**

#### **6.1 Plan Outline and Format**

Develop plan outline, graphic style, and chapter structure.

#### **6.2 Administrative Draft Plan**

Prepare internal administrative draft for City review.

#### **6.3 Draft Plan**

Prepare full draft plan for TAC/CSC, public, Planning Commission, and City review.

#### **6.4 Final Plan**

Revise based on comments and prepare final Active Mobility Plan.

#### **6.5 Final Files and Supplemental Materials**

Provide final PDF, maps, GIS files, appendices, and supplemental project materials.

#### **6.6 Planning Commission Draft Plan Presentation**

Present the draft plan for recommendation.

The draft plan needs to be provided 2-3 weeks ahead of meeting (before their regular packet). Only minor revisions or edits are anticipated following Planning Commission presentation.

#### **6.7 City Council Final Adoption Presentation**

Present the final plan for acceptance/adoption.

The final plan is to be 'adopted' as part of the Comprehensive Plan by the City Council through a resolution. The final plan should include additional future recommended resolutions or ordinances for specific aspects (e.g. Complete Streets Policy).

## **Deliverables**

- Facility design recommendations / design toolkit section.
- Plan outline. (email confirmation)
- Administrative draft. (digital)

- Public/staff draft. (digital)
- Final plan. (digital, plus ten copies printed)
- GIS/geodatabase deliverables.
- Supplemental materials, including meeting summaries, survey results, project lists, concept sheets, cost estimates, and policy materials.
- Presentation slides.
- Meeting exhibits.
- Comment/response summary if needed.
- Final adoption support materials.

### **Preliminary Schedule and Timeline**

- July 7, 2026 – City Council meeting (City approval)
- July 13, 2026 – Notice to Proceed (by NDOT)
- Summer/Fall 2026 – Public Outreach (Pop-Up Events), Existing Data Review
- Summer/Fall/Winter 2026 – TAC/CSC meetings, Field Verifications
- Winter 2026/2027 – Project Prioritization, Policy Development, Funding
- February 2027 – Public Meeting, Priority Project Selections
- Spring 2027 – TAC/CSC Meetings, Priority Projects Developed, Report Preparation
- May/June 2027 – Planning Commission and City Council Presentations
- June 2027 – Plan Adoption / Final Deliverables
- July 30, 2027 – Project Closeout / Contract Completion

### **Detailed project schedule to be developed as part of Task 1.2**

**Key Scope Assumptions:**

Item	Assumptions
<b>Project duration</b>	July 2026 through June 2027.
<b>PMT meetings</b>	Monthly progress meetings, with some held in conjunction with TAC meetings. Members will include three (3) individuals from the Consultant team, five (5) from the City, and one (1) from NDOT. Assume six (6) each in-person and virtual meetings.
<b>Internal Coordination</b>	Weekly calls/emails between Benesch and WSP staff.
<b>TAC meetings</b>	3 total: kickoff, project/input review, priority review. Members will include PMT plus up to six (6) additional individuals identified by the City.
<b>Community Stakeholder Committee meetings</b>	2 total: kickoff/input and project prioritization/review. Members will include ~100 invites with anticipated participation of ~50 individuals.
<b>Public open houses</b>	One public open house, after midpoint to present concepts and get public feedback on “Here’s what we heard from you” and “What projects are your priority?”
<b>Pop-up/outreach events</b>	Assume 4 traditional events; 10’x10’ canopy with people and boards at summer fall events. Targeting Farmer’s Market and two other events.
<b>Planning Commission</b>	One presentation: final plan recommendation. City staff may present early on or mid-way through the study. 30 minute presentation.
<b>City Council</b>	One presentation: final plan recommendation. City staff may present early on or mid-way through the study. 20 minute presentation.
<b>Online survey</b>	One “10 Simple Questions” style survey, aligned for Bellevue residents. Includes photo/ranking exercise and mapping interface.
<b>Concept projects</b>	Select handful only; likely five (5) planning-level concepts, depending on level of detail.
<b>Cost estimates</b>	Planning-level opinions of probable cost, not engineer’s estimates for bid.
<b>Final deliverables</b>	Final plan (PDF and ten printed copies) executive summary if desired, GIS files, project list, prioritization matrix, implementation table, and appendices/supplemental materials.
<b>Project Website</b>	Utilize Social Pinpoint during project duration, but then the City would need to create a webpage after the project ends to host the results and other products.

**Staffing Plan (CPFF)**

**Preliminary & Final Design**

**Project Name:** Bellevue Active Mobility Plan  
**Consultant:** Benesch  
**Consultant PM:** Craig Mielke, 402-590-8209, cmielke@benesch.com  
**NDOT PC:** Wala Kambal, 402-479-4435, Walaakalden.Kambal@nebraska.gov  
**Date:** June 12, 2026

**Project Number:** TAP-77(78)  
**Control Number:** 23014



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	PLAN	Planner
2	PM	Project Manager	7	TECH	Technician
3	SENG	Sr. Engineer	8	ADM	Administrative
4	ENG	Engineer	9	PI	Public Involvement Specialist
5	SPLAN	Sr. Planner	10	LA	Landscape Architect

<b>Overhead Rate<sup>[1]</sup></b>
160.53%
<b>Fee for Profit Rate<sup>[2]</sup></b>
12.00%
<b>FCCM (if applicable)</b>
0.90%

**BLENDED RATES TABLE**

Template: T-WB-B-2 LPA PE (rev 10-07-2025) CPFF

Employee Name	Job Title & Certifications <sup>[3]</sup>	Current Actual Salary Rate/Hr <sup>[4]</sup>	% Assigned
<b>Principal</b>			
		<b>Blended Rate:</b>	
<b>Project Manager</b>			
Craig Mielke, PWS	Senior Project Manager, NEPA/Planning Lead	\$73.00	100%
		<b>Blended Rate: \$73.00</b>	
<b>Sr. Engineer</b>			
Dan Carpenter, PE, PTOE	Project Manager, Traffic Team Leader	\$68.00	100%
		<b>Blended Rate: \$68.00</b>	
<b>Engineer</b>			
		<b>Blended Rate:</b>	
<b>Sr. Planner</b>			
		<b>Blended Rate:</b>	
<b>Planner</b>			
Jackson Farho	Scientist / Planner I	\$35.00	100%
		<b>Blended Rate: \$35.00</b>	
<b>Technician</b>			
		<b>Blended Rate:</b>	
<b>Administrative</b>			
		<b>Blended Rate:</b>	
<b>Public Involvement Specialist</b>			
		<b>Blended Rate:</b>	
<b>Landscape Architect</b>			
Andrew Smith, PLA	Project Manager, Lndspe Arch Team Leader	\$65.00	100%
		<b>Blended Rate: \$65.00</b>	

# Estimate of Hours

# Preliminary & Final Design

**Project Name:** Bellevue Active Mobility Plan

**Project Number:** TAP-77(78)

**Consultant:** Benesch

**Control Number:** 23014

**Consultant PM:** Craig Mielke, 402-590-8209, cmielke@benesch.com

**NDOT PC:** Wala Kambal, 402-479-4435, WalaKambal@nebraska.gov

**Date:** June 12, 2026

TASKS	PERSONNEL CLASSIFICATIONS							Total
	PR	PM	SENG	ENG	SPLAN	PLAN	LA	
<b>1. Project Management, Administration, and QC</b>		<b>130</b>	<b>12</b>				<b>2</b>	<b>144</b>
1.1 Project kickoff and scope confirmation		8	4				2	14
1.2 Project management plan and detailed schedule		16						16
1.3 Monthly progress meetings and coordination		24						24
1.4 Budget, invoice, and progress reporting		24						24
1.5 Internal team coordination		26						26
1.6 Quality management and QA/QC reviews		12	8					20
1.7 Decision log, action item log, and deliverable tracking		12						12
1.8 Project closeout		8						8
<b>2. Public and Stakeholder Engagement</b>		<b>59</b>	<b>23</b>			<b>8</b>	<b>10</b>	<b>100</b>
2.1 Public Engagement and Communications Plan		4						4
2.2 Project branding and announcement materials		3						3
2.3 Online survey / "10 Simple Questions"		3						3
2.4 Technical Advisory Committee meetings		18	9				6	33
2.5 Community Stakeholder Committee meetings		9	8				4	21
2.6 Pop-up and intercept engagement		9						9
2.7 Public open houses		9	4			8		21
2.8 Engagement summary		4	2					6
<b>3. Existing Cond, Planning Context &amp; Needs</b>		<b>22</b>	<b>48</b>			<b>22</b>	<b>4</b>	<b>96</b>
3.1 Data and document collection		4	4					8
3.2 Existing facility inventory		2	4			6		12
3.3 Planning context review		2	4			6		12
3.4 Safety and barrier analysis			16			6		22
3.5 Equity, access, and short-trip potential		2					4	6
3.6 Field review		8	8			4		20
3.7 Existing conditions and needs summary		4	12					16
<b>4. Active Mobility Network and Project Devlpmnt</b>		<b>36</b>	<b>98</b>			<b>166</b>	<b>22</b>	<b>322</b>
4.1 Network vision and goals		6	10					16
4.2 Candidate project identification		6	12				2	20
4.3 Facility typology and design toolkit		4	22				1	27
4.4 Draft network improvements plan		6	8			36		50
4.5 Project prioritization		5	20				2	27
4.6 High-priority project concepts		5	20			108	12	145
4.7 Planning-level cost opinions		4	6			22	5	37
<b>5. Policy, Program, Funding, and Impletn Strategy</b>		<b>22</b>	<b>67</b>					<b>89</b>
5.1 Complete Streets policy and ordinance review			15					15
5.2 Programmatic recommendations		6	16					22
5.3 Implementation phasing		8	16					24
5.4 Funding strategy		4	8					12
5.5 Performance measures		4	12					16
<b>6. Draft and Final Active Mobility Plan</b>		<b>56</b>	<b>20</b>			<b>116</b>		<b>192</b>
6.1 Plan outline and format		10				22		32
6.2 Administrative draft plan		10	6			24		40
6.3 Draft plan		12	6			24		42
6.4 Final plan		12				24		36
6.5 Final files and supplemental materials		12	8			22		42
<b>Presentations and Adoption Support</b>		<b>16</b>						<b>16</b>
6.6 Planning Commission final plan presentation		8						8

TASKS	PERSONNEL CLASSIFICATIONS							
	PR	PM	SENG	ENG	SPLAN	PLAN	LA	Total
6.7 City Council final adoption presentation		8						8
<i>Total Days</i>		42.6	33.5			39	4.8	120
<b>Total Hours</b>		<b>341</b>	<b>268</b>			<b>312</b>	<b>38</b>	<b>959.0</b>

<b>Direct Expenses</b>	<b>Preliminary &amp; Final Design</b>
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**Project Name:** Bellevue Active Mobility Plan  
**Consultant:** Benesch  
**Date:** June 12, 2026

**Project Number:** TAP-77(78)  
**Control Number:** 23014

Subconsultants:			Amount	
WSP			\$90,260.00	
<b>Subtotal</b>			<b>\$90,260.00</b>	
Printing and Reproduction:		Qty	Unit Cost	Amount
Ten Copies of Final Report		10	\$100.00	\$1,000.00
<b>Subtotal</b>				<b>\$1,000.00</b>
Mileage/Travel:		Qty	Unit Cost	Amount
Mileage/Travel:		50	\$0.725	\$36.25
<b>Subtotal</b>				<b>\$36.25</b>
Lodging/Meals:		Qty	Unit Cost	Amount
Motel - Standard Rate \$110+tax			\$130.00	
Motel - Omaha/Douglas Co. \$122+tax			\$145.00	
Meals & Incidentals (70% GSA Standard Rate, full days)			\$47.60	
Meals & Incidentals (70% GSA Standard Rate, 1st & last days)			\$35.70	
Meals & Incidentals (70% GSA Rate, full days, <a href="#">Omaha/Douglas Co.</a> )			\$56.00	
Meals & Incidentals (70% GSA Rate, 1st & last days, <a href="#">Omaha/Douglas Co.</a> )			\$42.00	
<b>Subtotal</b>				
Other Miscellaneous Costs:		Qty	Unit Cost	Amount
<b>Subtotal</b>				
<b>TOTAL DIRECT EXPENSES</b>				<b>\$91,296.25</b>



# Project Cost & Breakdown

# Preliminary & Final Design

**Project Name:** Bellevue Active Mobility Plan  
**Consultant:** Benesch  
**Consultant PM:** Craig Mielke, 402-590-8209, cmielke@benesch.com  
**NDOT PC:** Wala Kambal, 402-479-4435, Walaielden.Kambal@nebraska.gov  
**Date:** June 12, 2026

**Project Number:** TAP-77(78)  
**Control Number:** 23014

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal			
Project Manager	341	\$73.00	\$24,893.00
Sr. Engineer	268	\$68.00	\$18,224.00
Engineer			
Sr. Planner			
Planner	312	\$35.00	\$10,920.00
Technician			
Administrative			
Public Involvement Specialist			
Landscape Architect	38	\$65.00	\$2,470.00
Ave. Salary Rate/Hour = \$58.92 ; Incl. OH+P = \$175.91		959	<b>Subtotal</b>
			<b>\$56,507.00</b>

DIRECT EXPENSES	Amount
Subconsultants:	\$90,260.00
Printing And Reproduction:	\$1,000.00
Mileage/Travel:	\$36.25
Lodging/Meals:	
Other Miscellaneous Costs:	
<b>Subtotal</b>	<b>\$91,296.25</b>

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$56,507.00
Labor Cost Escalation Factor for Multi-year Projects (if allowed): y 2.0 years @ 4.0% / year = 2.00%	\$1,130.14
Overhead @ 160.53%	\$92,524.90
Facility Capital Cost of Money (FCCM) @ 0.900% (labor costs x FCCM%)	\$518.73
Direct Expenses	\$91,296.25
Fee for Profit Rate @ 12.00%	\$18,019.44
<b>TOTAL COST</b>	<b>\$259,996.46</b>

# Staffing Plan (CPFF)

# Preliminary & Final Design

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

**Project Name:** Bellevue Active Mobility Plan  
**SubConsultant:** WSP USA, Inc.  
**Sub PM:** Kevin Carder, 402-741-1018, kevin.carder@wsp.com  
**NDOT PC:** Wala Kambal  
**Date:** June 12, 2026

**Project Number:** TAP-77(78)  
**Control Number:** 23014



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	CPI	Creative & Public Involvement
2	PM	Project Manager	7	ACCT	Project Accountant
3	SPLA	Sr. Planner	8	INT	Intern
4	ENG	Engineer	9		
5	PLA	Planner	10		

<b>Overhead Rate<sup>[1]</sup></b>
137.81%
<b>Fee for Profit Rate<sup>[2]</sup></b>
12.00%
<b>FCCM (if applicable)</b>
0.47%

## BLENDING RATES TABLE

Template: T-WB-B-2 LPA PE (rev 10-07-2025) CPFF

Employee Name	Job Title & Certifications <sup>[3]</sup>	Current Actual Salary Rate/Hr <sup>[4]</sup>	% Assigned
<b>Principal</b>			
Tim Adams	Assistant Vice President, Traffic Engineering; PE, F	\$83.08	100%
		<b>Blended Rate:</b>	<b>\$83.08</b>
<b>Project Manager</b>			
Kevin Carder	Senior Technical Manager, Transportation Planning	\$64.27	100%
		<b>Blended Rate:</b>	<b>\$64.27</b>
<b>Sr. Planner</b>			
Jennifer Pangborn	Senior Vice President, National Vision Zero + Safe	\$105.87	100%
		<b>Blended Rate:</b>	<b>\$105.87</b>
<b>Engineer</b>			
Austin Rose	Senior Consultant, Data Science; RSP1	\$49.05	60%
Lauren Brown	Traffic Engineer; PE, RSP1	\$46.37	40%
		<b>Blended Rate:</b>	<b>\$47.98</b>
<b>Planner</b>			
Isabel Gunderson	Early Career Transportation Planner	\$34.34	100%
		<b>Blended Rate:</b>	<b>\$34.34</b>
<b>Creative &amp; Public Involvement</b>			
Becca McGovern	Assistant Vice Present, Communications Advisory	\$68.43	20%
Gilberto Zarate	Senior Consultant, Communications Advisory Servi	\$50.62	50%
Pius O'Babatunde	Associate Consultant, Communications Advisory S	\$38.71	30%
		<b>Blended Rate:</b>	<b>\$50.61</b>
<b>Project Accountant</b>			
Angi Kennedy	Consultant, Project Accounting	\$38.00	100%
		<b>Blended Rate:</b>	<b>\$38.00</b>
<b>Intern</b>			
Addison Jehorek	Intern, Transportation Engineering	\$23.00	100%
		<b>Blended Rate:</b>	<b>\$23.00</b>

# SubConsultant Hours

# Preliminary & Final Design

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Bellevue Active Mobility Plan Project Number: TAP-77(78)  
 SubConsultant: WSP USA, Inc. Control Number: 23014  
 Sub PM: Kevin Carder, 402-741-1018, kevin.carder@wsp.com  
 NDOT PC: Wala Kambal  
 Date: June 12, 2026

TASKS	PERSONNEL CLASSIFICATIONS								
	PR	PM	SPLA	ENG	PLA	CPI	ACCT	INT	Total
<b>1. Project Management, Administration, and QC</b>	<b>11</b>	<b>65</b>	<b>2</b>		<b>2</b>		<b>10</b>		<b>90</b>
1.1 Project kickoff and scope confirmation	4	6			2				12
1.2 Project management plan and detailed schedule	1	3							4
1.3 Monthly progress meetings and coordination		12							12
1.4 Budget, invoice, and progress reporting		6					6		12
1.5 Internal team coordination		22							22
1.6 Quality management and QA/QC reviews	6	6	2						14
1.7 Decision log, action item log, and deliverable tracking		6							6
1.8 Project closeout		4					4		8
<b>2. Public and Stakeholder Engagement</b>	<b>15</b>	<b>53</b>		<b>8</b>	<b>136</b>	<b>36</b>		<b>4</b>	<b>252</b>
2.1 Public Engagement and Communications Plan		4			10	4			18
2.2 Project branding and announcement materials		4			8	18			30
2.3 Online survey / "10 Simple Questions"		8			4	8			20
2.4 Technical Advisory Committee meetings	9	9			6				24
2.5 Community Stakeholder Committee meetings	6	8			4				18
2.6 Pop-up and intercept engagement		8		4	48			4	64
2.7 Public open houses		8		4	40	4			56
2.8 Engagement summary		4			16	2			22
<b>3. Existing Cond, Planning Context &amp; Needs</b>	<b>6</b>	<b>52</b>		<b>56</b>	<b>43</b>				<b>157</b>
3.1 Data and document collection		4		6	6				16
3.2 Existing facility inventory		8		10	6				24
3.3 Planning context review		6		4	7				17
3.4 Safety and barrier analysis	4	10		20					34
3.5 Equity, access, and short-trip potential		6		8	4				18
3.6 Field review		6			4				10
3.7 Existing conditions and needs summary	2	12		8	16				38
<b>4. Active Mobility Network and Project Devlpmnt</b>	<b>8</b>	<b>43</b>		<b>16</b>					<b>67</b>
4.1 Network vision and goals	2								2
4.2 Candidate project identification	2	11		8					21
4.3 Facility typology and design toolkit		6							6
4.4 Draft network improvements plan	2	12		8					22
4.5 Project prioritization		6							6
4.6 High-priority project concepts	2	8							10
4.7 Planning-level cost opinions									
<b>5. Policy, Program, Funding, and Impletn Strategy</b>	<b>4</b>	<b>15</b>	<b>3</b>						<b>22</b>
5.1 Complete Streets policy and ordinance review	2	4	3						9
5.2 Programmatic recommendations	1	4							5
5.3 Implementation phasing		2							2
5.4 Funding strategy	1	3							4
5.5 Performance measures		2							2
<b>6. Draft and Final Active Mobility Plan</b>		<b>30</b>			<b>8</b>				<b>38</b>
6.1 Plan outline and format		8							8
6.2 Administrative draft plan		6							6
6.3 Draft plan		6			6				12
6.4 Final plan		4							4
6.5 Final files and supplemental materials		6			2				8
6.6 Planning Commission final plan presentation									
6.7 City Council final adoption presentation									

TASKS	PERSONNEL CLASSIFICATIONS								
	PR	PM	SPLA	ENG	PLA	CPI	ACCT	INT	Total
<i>Total Days</i>	5.5	32.3	0.63	10	23.6	4.5	1.25	0.5	78
<b>Total Hours</b>	<b>44</b>	<b>258</b>	<b>5</b>	<b>80</b>	<b>189</b>	<b>36</b>	<b>10</b>	<b>4</b>	<b>626.0</b>







**1. PAYMENT METHOD**

Payments under this Agreement will be made based on a Cost Plus Fixed Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS, plus a fixed fee for profit in accordance with Section 6. FIXED FEE FOR PROFIT.

**2. MAXIMUM AGREEMENT AMOUNTS**

The following are the maximum payment amounts established under this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf. The "indirect costs and direct expenses" category may be adjusted to exceed the amount listed below; however, any adjustment will not increase the total agreement amount.

AMOUNT	CATEGORY
\$ 57,637.14	for actual direct labor costs
\$ 184,339.88	for indirect costs and direct expenses
<u>\$ 18,019.44</u>	for a fixed fee for profit
\$259,996.46	total agreement amount

**3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS**

Over-run: Consultant shall require all subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

#### 4. ALLOWABLE COSTS

Allowable costs are direct labor costs, indirect costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

- A. Direct Labor Costs are the costs Consultant pays its employees for the time they are working directly on the project and are calculated by multiplying the hourly rate of pay by the hours worked (in increments not less than one quarter hour).
- 1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's regular hourly pay rate during regular (40) hours of work per pay week. If overtime hours are worked on this project, State will only pay for employee's regular hourly pay rate. State will not pay the premium pay portion of the overtime hours. For salaried employees, the hourly earnings rate shall be the employee's actual hourly rate as recorded in the Consultant's accounting books of record, multiplied by the hours worked.  
  
The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. Reference Staffing Plan Section of this Agreement regarding changes in personnel.
  - 2) Time Reports: All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects; such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.
- B. Indirect Costs (Overhead and FCCM) are the indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#). Indirect costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable Indirect Cost Rates (ICR); or if the ICR is unknown or unavailable, Consultant will be allowed to use the most recent

provisional ICR approved by State. Changes in the ICR that occur during the project period will not be cause for a change in the total agreement amount established in Section 2. MAXIMUM AGREEMENT AMOUNTS.

- C. Direct Non-Labor Costs (Direct Expenses) are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

*Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf ; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.*

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.
- 2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.
- 3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
  - (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.

**EXHIBIT "C"**  
**FEES AND PAYMENTS**

- (b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:
- (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
  - (ii) The prevailing standard rate as established by the IRS.
- NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- (c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give LPA and State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.
- 4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation related tips, such as hotel, park and ride, or airport shuttles; and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.
- (a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.
  - (b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

**EXHIBIT "C"**  
**FEEES AND PAYMENTS**

- (i) Meals included in a conference or event fee
  - (ii) Meals provided by lodging facility
  - (iii) Meals purchased by 3rd Party
  - (iv) Meals charged directly to and paid for by the State
- (c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.
- (i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.
  - (ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.
- (d) SAME DAY TRAVEL – Travel that does not include an overnight stay.
- (i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.
  - (ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.
  - (iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.
    - (1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.
    - (2) Lunch – No reimbursement is allowed.
    - (3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.
    - (4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.
    - (5) The time limitations set forth above do not include the time taken for the meal.
  - (iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.

5) EXTENDED STAY/LONG TERM TRAVEL

No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

**5. INELIGIBLE COSTS**

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. **Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.**

**6. FIXED FEE FOR PROFIT**

- A. The fixed fee for profit amount payable to Consultant is identified in Section 2. MAXIMUM AGREEMENT AMOUNTS. For each invoicing period, the Consultant may invoice State a portion of the fixed fee for profit equal to the sum of the actual direct labor costs and overhead (Indirect Costs, excluding FCCM if applicable) for the period, multiplied by the profit rate of 12.00%. Upon completion of the services outlined in this Agreement, the Consultant may invoice State any remaining fixed fee for profit not previously invoiced. If all of the services under this Agreement are not completed for any reason, LPA, or State on LPA's behalf may decrease the amount of fixed fee for profit based on LPA's and State's determination of the actual percentage of services completed.
- B. Subconsultants fixed fee for profit (if applicable): Consultant must apply the above provisions regarding fixed fee for profit to all Subconsultant contracts that utilize the cost plus fixed fee (CPFF) payment method. If all of the services allocated to Subconsultant(s) under this agreement are not completed for any reason, the fixed fee for profit paid to Subconsultant(s) must be reduced based on the LPA's and State's determination, or Consultant's determination with LPA's and State's concurrence, of the actual percentage of services completed by the Subconsultant.

**7. INVOICES AND PROGRESS REPORTS**

- A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable

**EXHIBIT "C"**  
**FEES AND PAYMENTS**

costs, and when applicable, the associated Fee for Profit, for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.

- B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.
- C. Content of Invoice Package (Presented in this order)
- 1) Consultant's Invoice:
- (a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
  - (b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.
  - (c) Direct non-labor expenses:
    - (i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
    - (ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.
    - (iii) All supporting receipts must be kept as required in Section 18.  
CONSULTANT COST RECORD RETENTION.
  - (d) Time Records, as outlined in paragraph 4.A.2).
  - (e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.

**EXHIBIT "C"**  
FEES AND PAYMENTS

- 2) Progress Report: A Progress Report, containing both the Narrative and Task Summary, must accompany the invoice package documenting Consultant's work during the service period. Progress Report templates are available on the State's website at <https://dot.nebraska.gov/business-center/consultant/invoices/>. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:
  - (a) A description of the Services completed for the service period to substantiate the invoiced amount.
  - (b) A description of the Services anticipated for the next service period
  - (c) A list of information Consultant needs from LPA, or State on LPA's behalf
  - (d) Percent of Services completed to date

NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.
- 3) Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.
- 4) Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.
- 5) Mileage Log (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

**EXHIBIT "C"**  
**FEES AND PAYMENTS**

- D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.
- E. Notice of Public Record: Documents submitted to State and LPA, including invoices, supporting documentation, and other information are subject to disclosure by State and LPA pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE AND LPA INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State and LPA do not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State or LPA for the disclosure of such information.

**8. PAYMENTS**

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

**9. PROMPT PAYMENT CLAUSE**

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

**10. SUSPENSION OF PAYMENTS**

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

**11. ANNUAL OVERHEAD ADJUSTMENT (TRUE-UP) INVOICES**

- A. After State receives Consultant's latest Indirect Cost Rate (ICR) submittal and State establishes an approved ICR for Consultant, it is State's preference that Consultant submit a separate Overhead Adjustment Invoice that reconciles the indirect costs billed during the past fiscal year covered by the latest ICR submittal. If reconciling the indirect costs requires the Consultant to reimburse State for overpayment of indirect costs, Consultant may request reimbursement of additional allowable costs that have not been already reimbursed, provided that the costs were documented and subtracted out on previous invoices. In no circumstance may Consultant request reimbursement of any costs incurred that are not in accordance with Section 4. ALLOWABLE COSTS.
- B. When uploading this invoice to OnBase, append "(OH ADJ)" to the invoice number when populating the invoice number keyword in OnBase. More information regarding Overhead

Adjustment Invoices is available on the State's website at  
<http://dot.nebraska.gov/business-center/consultant/>.

- C. Consultant shall require Subconsultant(s) to submit Overhead Adjustment Invoices to Consultant consistent with this Section. Consultant must include such subconsultant overhead adjustment invoices when Consultant submits their own invoices to State.

## 12. FINAL INVOICE, FINAL OVERHEAD (TRUE-UP) INVOICE, AND PAYMENT

- A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, expenses, and, if applicable, may include the balance of Fee for Profit.
- B. Consultant, and, if applicable, its subconsultant(s), shall review the indirect costs billed to-date to determine if the indirect cost rates (overhead and FCCM) used on prior invoices match the actual indirect cost rates applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on an Overhead Adjustment Invoice (**separate from final costs incurred invoice**). Refer to Section 11. OVERHEAD ADJUSTMENT INVOICE. If a particular year's actual overhead has not yet been computed or approved by State, the most recently approved yearly rate should be applied. Consultant shall submit any final Overhead Adjustment Invoice within 180 days of completion of the work under this Agreement, and if such invoice is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant. More information regarding Overhead Adjustment Invoices is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- C. After receipt of final invoice and Overhead Adjustment Invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

## 13. AGREEMENT CLOSE-OUT

Upon submitting its final invoice and, if required, a final Overhead Adjustment invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of

Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

#### **14. FEDERAL COST PRINCIPLES**

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant.

Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

#### **15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS**

A. LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

- 1) A description of the out-of-scope services,
- 2) An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
- 3) An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on

LPA's behalf, LPA or State must determine that the situation meets the following criteria:

- (a) The out-of-scope services are not within the original Scope of Services and additional work effort is required;
- (b) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
- (c) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

B. Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement using the process set out below:

- 1) The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

#### **16. TERMINATION COST ADJUSTMENT**

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant, to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

#### **17. AUDIT AND FINAL COST ADJUSTMENT**

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse

**EXHIBIT "C"**  
FEES AND PAYMENTS

State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

**18. CONSULTANT COST RECORD RETENTION**

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

**A. Consultant agrees to:**

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this Agreement,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

**B. General Liability –**

- (1) Limits of at least:
  - a. \$ 1,000,000 Per Occurrence
  - b. \$ 2,000,000 General Aggregate
  - c. \$ 2,000,000 Completed Operations Aggregate (if applicable)
  - d. \$ 1,000,000 Personal/Advertising Injury
- (2) Consultant shall be responsible for the payment of any deductibles.
- (3) Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- (4) General Aggregate to apply on a Per Project Basis.
- (5) LPA and the State of Nebraska, Department of Transportation ("State") shall be named as Additional Insureds on a primary and non-contributory basis.
- (6) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.
- (7) Contractual liability coverage must be on a broad form basis and not be amended by any limiting endorsements.
- (8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- (9) In the event that this contract provides for consultant to construct, reconstruct or produce a completed structure, building, or facility, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five (5) years after final acceptance and payment.

**EXHIBIT "D"**  
INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICE PROVIDERS (LPA PROJECTS)

- (10) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended to include a total or absolute pollution exclusion, please refer to the following section entitled "Pollution Coverage.")

**C. Pollution Coverage –**

- (1) In the event that the standard pollution exclusion as provided by CG0001 has been amended to include a total or absolute pollution exclusion, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1,000,000 per occurrence or claim, and \$1,000,000 aggregate.
- (2) If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of Consultant.

**D. Automobile Liability –**

- (1) Limits of at least:
- a. \$ 1,000,000 CSL Per Accident
- (2) Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of Subrogation in favor of LPA and State, shall be added to the policy.

**E. Workers' Compensation –**

- (1) Limits: Statutory coverage for the state where the project is located.
- (2) Employer's Liability limits:
- a. \$100,000 Each Accident
  - b. \$100,000 Disease – Per Person
  - c. \$500,000 Disease – Policy Limit
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy

**F. Professional Liability –**

- (1) Limits of at least:
- a. \$ 1,000,000 Per Claim
  - b. \$ 1,000,000 Annual Aggregate
- (2) Coverage shall be provided for three years after work/project completion.

**EXHIBIT "D"**  
INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICE PROVIDERS (LPA PROJECTS)

**G. Electronic Data and Valuable Papers –**

- (1) Limits of at least:
  - a. \$100,000 Electronic Data Processing Data and Media
  - b. \$25,000 Valuable Papers

**H. Umbrella/Excess –**

- (1) Limits of at least:
  - a. \$ 1,000,000 Per Occurrence
  - b. \$ 1,000,000 Annual Aggregate
- (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- (3) LPA and State shall be "Additional Insureds".
- (4) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.

**I. Additional Requirements –**

- (1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subconsultant or subconsultants (at any tier).
- (2) Any insurance policy shall be written by a reputable insurance company acceptable to State or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- (3) Prior to consultant beginning work on a project under this agreement, Consultant shall provide LPA and State evidence of such insurance coverage in effect in the form of an ACORD (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the LPA and State as the certificate holders.
- (4) For so long as insurance coverage is required under this agreement, Consultant shall notify LPA and State when Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. Consultant shall forward any pertinent notice of cancellation or termination to State at the address listed below by mail (return receipt requested), hand-delivery or facsimile transmission within two (2) business days of receipt by Consultant of any such notice from an insurance carrier.

**EXHIBIT "D"**  
INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICE PROVIDERS (LPA PROJECTS)

Copies of notices received by Consultant shall be sent to LPA, in care of LPA's Responsible Charge, and to State at the following address:

Nebraska Department of Transportation  
Consultant Services– Insurance  
1500 Highway 2, P. O. Box 94759  
Lincoln, NE 68509-4759  
[NDOT.ConsultantInsurance@nebraska.gov](mailto:NDOT.ConsultantInsurance@nebraska.gov)

- (5) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this Agreement.
- (6) The Limits of Coverage's set forth in this document are minimum limits of coverage. The limits of coverage shall not be construed to be a limitation of the liability on the part of Consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving Consultant, subconsultant, or tier subconsultant of any responsibility of liability under the Agreement.
- (7) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.

*Template T-EXH-14 (rev 9/14/22)*

This Exhibit contains multiple clauses required by Title 2 of the Code of Federal Regulations, Part 200 (2 C.F.R. Part 200) for services or goods contracts that include any federal-aid direct or pass-through funding. Contractors should review each provision to determine if a dollar amount threshold is met or if a particular section is applicable to this Agreement. The Parties to this Agreement intend that each of the below clauses be read to not conflict with the provisions of the Agreement to which this Exhibit is attached, even if that means Contractor must meet two similar sets of agreement requirements. However, in the event of direct conflict between the language of a provision set out below and the other language of this Agreement, the language of this Exhibit will prevail.

Contractor shall keep appropriate documentation to evidence compliance with these provisions in Contractor's files for at least three years from the completion of final cost settlement by FHWA and project closeout by State.

The use of the word "Contractor" is intended herein to apply to both those providing services and those providing goods or materials. If this Exhibit is attached to an agreement for a Local Federal-aid project, all references to "State" mean Local Public Agency (LPA), State, or State of behalf of the LPA, unless the context otherwise requires. Likewise, if this Exhibit is attached to a Planning Agreement for a Metropolitan Planning Organization (MPO), all references to "State" means the MPO, unless the context otherwise requires.

**I. Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

If the Contractor has been approved to subcontract any part of the work, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms as defined under federal law are used when possible, including the following affirmative steps. These requirements do not impose an obligation on Contractor to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation on the Contractor to carry out and document the six affirmative steps identified below. These requirements do not preclude the Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. This does not authorize breaking down a single project into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting");
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) If lower-tier subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this subparagraph.

## **II. Domestic Preference**

In the performance of this Agreement, Contractor shall, as appropriate and to the greatest extent practicable, purchase, acquire, and/or use goods, products, and materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **III. Recovered Materials**

***[This section is applicable for any Agreement where the purchase price of an item exceeds \$10,000 or where the value of the quantity acquired during the preceding fiscal year exceeded \$10,000]***

Pursuant to 2 C.F.R. § 200.323, the Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, procuring solid waste management services in a manner that maximizes energy and resource

recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **IV. Contract Violations**

*[This section is applicable only if the Agreement exceeds the State Simplified Acquisition Threshold, which is \$49,999]*

Unless there is no provision in the Agreement for contract violations, if Contractor breaches the Agreement or anticipates breaching the Agreement, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the Agreement. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

State may terminate the Agreement, in whole or in part, if the Contractor breaches its duty to perform its obligations under the Agreement a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the Contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in U.C.C. Section 2-715, but less expenses saved in consequence of Contractor's breach, or, in case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

#### **V. Termination for Cause or Convenience**

In the event that there is no termination for cause or convenience provision in the Agreement, the Agreement may be terminated as follows:

**EXHIBIT "E"**  
**FEDERAL FUNDING**

- (1) The State and the Contractor, by mutual written agreement, may terminate the Agreement at any time.
- (2) The State, at its sole discretion, may terminate the Agreement for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the Agreement. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- (3) The State may terminate the Agreement immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Agreement by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding priorities have changed.

**VI. Davis-Bacon Act**

***[This section is applicable only for Agreements in excess of \$2,000]***

For any contract that involves the work of laborers and mechanics, as defined in 29 C.F.R. § 5.2, the Contractor must pay wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week. The Contractor 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 Contractor must report all suspected or reported violations to the Federal awarding agency. The Contractor and its subcontractors are 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. All suspected or reported violations must be reported to the Federal awarding agency.

**VII. Contract Work Hours and Safety Standards Act**

*[This section is applicable only for Agreements in excess of \$100,000 and involving mechanics or laborers]*

For any contract that involves the work of laborers and mechanics, as defined in 29 C.F.R. § 5.2, the Contractor must compute wages 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. 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.

**VIII. Rights to Inventions**

The following clause applies to each Agreement involving experimental, developmental, or research work, and is governed by 37 C.F.R. Part 401. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Parties agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the applicable Federal Agency is ultimately notified.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Parties agree to take the necessary actions to provide, through the applicable Federal Agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the applicable Federal Agency.

**IX. Clean Air Act.**

*[This section is applicable only for Agreements in excess of \$150,000]*

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the State, and Contractor understands and agrees that the State will, in turn, report each violation as required to assure notification to the applicable Federal Agency and the appropriate EPA Regional Office.

**X. Debarment, Suspension or Exclusion**

In the event that there is no debarment, suspension or exclusion provision in the Agreement, Contractor certifies that it, and any of its subcontractors, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. The State reserves the right to terminate this Agreement if a Contractor or its subcontractor is being considered for, presently being, or becoming debarred, suspended, ineligible or excluded from contracting with any state or federal entity.

**XI. Anti-Lobbying**

*[This section is applicable only for Agreements in excess of \$100,000]*

Contractor certifies, to the best of its belief, that it did not utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process. The Contractor certifies that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as

amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)] Contractor shall require that the language 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.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

## **XII. Equal Opportunity Employment**

The Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Agreement, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,

**EXHIBIT "E"**  
FEDERAL FUNDING

discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with

**EXHIBIT "E"**  
FEDERAL FUNDING

respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**RESOLUTION**

**SIGNING OF CONSTRUCTION ENGINEERING SERVICES AGREEMENT – BK2657**

City of Bellevue

Resolution No. 2026-13

**Whereas:** City of Bellevue is developing a transportation project for which it intends to obtain Federal funds; and

**Whereas:** City of Bellevue as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** City of Bellevue and Alfred Benesch & Company wish to enter into a Professional Services Agreement to provide Construction Engineering Services for the Federal-aid project.

**Be It Resolved:** by the City Council of City of Bellevue that:

Rusty Hike, Mayor of City of Bellevue, is hereby authorized to sign the attached Construction Engineering Services agreement between City of Bellevue, Nebraska and Alfred Benesch & Company.

NDOT Project Number: TAP-77(78)

NDOT Control Number: 23014

NDOT Project Description: Bellevue Action Mobility Plan

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month)

The City Council of City of Bellevue, Nebraska

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_

Moved the adoption of said resolution

Member \_\_\_\_\_ Seconded the Motion

Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent

Resolution adopted, signed and billed as adopted

Attest:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 7-7-2026		SUBMITTED BY: Human Service	
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 checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Updated FTA Title IV procedures.

SYNOPSIS/BACKGROUND:

To approve the Program 305 Agreement stating that the City of Bellevue will receive up to 149,250.00 to use towards the transportation operational budget.

FISCAL IMPACT: 0.00 BUDGETED FUNDS: N/A GRANT/MATCHING FUNDS: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: yes COUNTER-PARTY: N/A INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION: Agreement

CONTRACT EFFECTIVE DATE: 7/1/26 CONTRACT TERM: 1 year CONTRACT END DATE: 6/30/27

PROJECT NAME: N/A

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: N/A

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the City Administrator to sign the 305 Agreement between the Human Service Specialized Transportation Program and NDOT.

ATTACHMENTS:




1. Title IV Procedures on Reporting	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

## **PROGRAM 305 AGREEMENT**

NEBRASKA DEPARTMENT OF TRANSPORTATION  
CITY OF BELLEVUE  
PROJECT NO. RPT-M771(2027)  
CONTROL NO. 23030A

**THIS AGREEMENT** is between the Nebraska Department of Transportation (“State”), and the City of Bellevue (“City”), is for the purpose of providing partial funding of City's Public Transportation System (hereinafter referred to as “Project”).

**WHEREAS**, the Nebraska Public Transportation Act as provided by Neb.Rev.Stat. §13-1201 through 13-1214 (Reissue 2016), established a public transportation assistance program to provide State financial assistance to qualified eligible recipients, and

**WHEREAS**, the City qualifies as an eligible recipient of public transportation assistance, and

**WHEREAS**, the City has agreed to operate, or contract for the operation of, a public transportation system for the duration of this Agreement; and

**WHEREAS**, the City has the capability to provide local matching funds of an amount equal to that provided by the State.

**NOW THEREFORE**, in consideration of these facts the parties agree as follows:

### **SECTION 1. PROJECT SCOPE**

The City shall undertake and complete the Project as described in its Application for the Nebraska Public Transportation Assistance Program, hereinafter referred to as “Project Application”, filed with and approved by the State, and in accordance with the terms and conditions of this Agreement.

### **SECTION 2. REDUCED FARES**

The City agrees to offer, on city bus systems included in this Project and operating over regularly scheduled routes, a reduced fare to the elderly and handicapped not to exceed one-

half of the rates generally applicable to other persons at peak hours for each one-way trip. The City may designate certain peak hours during which this section shall not apply.

### **SECTION 3. AGREEMENT TERM**

The Agreement term shall be from July 1, 2026 until June 30, 2027.

### **SECTION 4. FUNDING**

The State's share shall not exceed State funds of **\$149,250** or 50% of eligible operating costs whichever is smaller. The fulfillment of this dollar amount will be contingent upon the availability of State funds during the Agreement term referred in Section 3.

### **SECTION 5. PROJECT COST**

The State shall subsidize a percentage of the eligible operating deficit and the City agrees to provide, from local sources, funds in an amount equal to the State subsidy. The City shall initiate and pursue to completion all actions necessary to enable the City to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. The City further agrees that no refund or reduction of the amount provided will be made, unless there is at the same time a refund to the State of a proportionate amount.

### **SECTION 6. PROJECT EQUIPMENT USES**

The City agrees the Project equipment shall be used as described in the approved Project Application for the duration of its useful life. If, during such useful life, any Project equipment is not used in this manner or is withdrawn from service, the City shall immediately notify the State and shall dispose of such equipment in accordance with procedures acceptable to the State.

### **SECTION 7. LEASES OR SUBCONTRACTS**

Anytime the City leases or subcontracts with a third party for the operation of public transportation, the requirements and stipulations contained herein shall be held applicable to the third party. All third-party subcontracts shall be approved by the State, prior to execution by the City.

## **SECTION 8. RECORDS AND REPORTS**

### *a) ESTABLISHMENT AND MAINTENANCE OF ACCOUNTING RECORDS*

The City shall keep and maintain satisfactory records with regard to the use of the property in accordance with the Accounting Manual and submit to the State upon request such information as is required in order to assure compliance with this Section and shall immediately notify the State in all cases where the service offered is changed substantially from that described in the Project Application. The City shall establish and maintain, in accordance with requirements established by the State in the Accounting Manual, separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account.

### *b) PROJECT COSTS DOCUMENTATION*

All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the Accounting Manual.

### *c) CHECKS, ORDERS, AND VOUCHERS*

Any check or order drawn by the City with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the City stating in proper detail the purpose for which such check or order is drawn. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

### *d) REPORTS*

The City shall advise the State regarding the progress of the Project at such times and in such manner as the State may require, including, but not limited to meetings and monthly reports. The City shall submit to the State, at such time as may be required, such financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the State, and shall permit extracts and copies thereof to be made, during the Agreement period and for three (3) years after the date of final payment.

## **SECTION 9. PAYMENTS**

- a) The State shall pay for the eligible costs incurred under the terms of this Agreement and only those costs properly documented and itemized on the City's invoice.

- b) Payments shall be made for costs incurred within the scope of this Agreement. The City shall submit monthly invoices and such invoices, or supplements thereto, shall be the basis of payment. The final invoice (for the month of June) must be submitted to the State no later than August 15<sup>th</sup> following the close of the Agreement term. The invoices shall be signed by a duly authorized representative of the City, certifying that all of the items therein are true and correct. Per these terms, the State will make every reasonable effort to provide payment to the City within (30) calendar days.

#### **SECTION 10. INSPECTIONS AND AUDIT**

The City shall permit the State, or its duly authorized representative(s), to inspect all vehicles, facilities and equipment engaged by the City as part of the Project, all transportation services rendered by the City by the use of such vehicles, facilities and equipment and all relevant Project data and records. The City shall also permit the State or its duly authorized representative(s) to conduct audit procedures of the financial records and accounts of the City pertaining to the Project.

#### **SECTION 11. TERMINATION**

Either party may, by written notice to the other party, terminate the Project and cancel this Agreement after thirty (30) days' notice for any of the following reasons:

- a) The City discontinues providing the transportation services as agreed;
- b) The City takes any action pertaining to this Agreement without the approval of the State and which under the procedures of this Agreement would have required the approval of the State;
- c) The commencement, prosecution or timely completion of the Project by the City is, for any reason, rendered improbable, impossible or illegal;
- d) The City shall be in default under any provision of this Agreement;
- e) The City fails to provide sufficient matching funds as defined in its Project Application;
- f) The City desires termination for any reason.

#### **SECTION 12. AGREEMENT CHANGES**

Any proposed change in this Agreement shall be submitted to the State for its prior approval.

### **SECTION 13. PROHIBITED INTERESTS**

Any member, officer, or employee of the City shall comply with appropriate State Statutes concerning any interest, direct or indirect in this Agreement or the proceeds thereof.

### **SECTION 14. NONDISCRIMINATION**

The City agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126 (Reissue 2010), and all regulations relative to nondiscrimination in federally assisted programs of the State of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached hereto and hereby made a part of this Agreement.

### **SECTION 15. CLAIMS**

The City indemnifies, saves and holds harmless the State and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the work to be performed by the City hereunder and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of the action taken hereunder by the City. It is further agreed that any and all employees of the City and all other employees except employees of the State while engaged in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the State, and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the State.

### **SECTION 16. INSURANCE**

The City shall maintain in amount and form satisfactory to the State such insurance or, if permitted by law, City shall maintain a self-insurance program as will be adequate to protect the equipment throughout the period of contract performance. The insurance shall consist of collision, comprehensive and liability coverage of not less than the following amounts:

**A. General Liability –**

- (1) Limits of at least:
  - a. \$ 1,000,000 Per Occurrence
  - b. \$ 2,000,000 General Aggregate
  - c. \$ 2,000,000 Completed Operations Aggregate (if applicable)
  - d. \$ 1,000,000 Personal/Advertising Injury

**B. Automobile Liability –**

- (1) Limits of at least:
  - a. \$ 1,000,000 CSL Per Accident

**C. Workers' Compensation –**

- (1) Limits: Statutory coverage for the state where the project is located.
- (2) Employer's Liability limits:
  - a. \$500,000 Each Accident
  - b. \$500,000 Disease – Per Person
  - c. \$500,000 Disease – Policy Limit

The insurance referred to in (B.) above shall be written under Comprehensive General and Comprehensive Automobile Liability Policy Forms, including coverage for all owned, hired, and non-owned automobiles. The City may at its option provide the limits of liability as set out above by a combination of the above-described policy forms and excess liability policies.

City shall verify compliance with this section by submitting a copy of its Certificate of Insurance, or if self-insured, a letter to this effect.

**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Agreement, attest and affirm the truth of each and every certification and representation set out herein.

**EXECUTED** by the City on: \_\_\_\_\_

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

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

**EXECUTED** by State on: \_\_\_\_\_

\_\_\_\_\_  
Jodi Gibson  
Local Assistance Division Manager

# EXHIBIT A

## NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C" of Part 21 of the Regulations.

(3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontractor, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions of noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the Department, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 7/7/2026		SUBMITTED BY: Chief Perry Guido	
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:

Fiber install and service for the training site.

SYNOPSIS/BACKGROUND:

Fastwyre has installed a fiber box near the training site and will install a 1GB upload and download fiber connection and construction costs for \$320.00 per month after the 60 months the bill will be reduced to approximately \$120.00 per month.

We currently have a 25mbps download and 5 mbps upload Cox connection costing \$107.39 a month. We have been experiencing many issues with presentations due to lack of bandwidth this will be 40 times faster download and 200 times faster upload.

FISCAL IMPACT:: \$212.60 per month      BUDGETED FUNDS?: Yes       GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:       CONTRACT TERM:       CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:       CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:       ACCOUNT NUMBER:

RECOMMENDATION:

Approve service agreement for Fastwyre.

ATTACHMENTS:

- |                               |                         |                         |
|-------------------------------|-------------------------|-------------------------|
| 1. Fastwyre service agreement | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text"/>       | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Willis*  
*[Signature]*  
*[Signature]*



**SERVICE ORDER**

All Services described herein are subject to the Commercial Services Agreement (including any exhibits and attachments incorporated therein by reference) by and between Fastwyre Broadband and Customer, referenced by this Service Order below (together with this Service Order, the “**Agreement**”), the terms and conditions of which are incorporated herein by reference. Capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.

<b>Order Date:</b>	<b>6/23/26</b>
<b>Customer Name:</b>	<b>City of Bellevue / Fire Department Training Facility</b>
<b>Contact Name and Title:</b>	<b>Steven Wisnieski</b>
<b>Contact Address:</b>	<b>3100 S P Benson Dr. Bellevue, NE 68147</b>
<b>Contact Phone:</b>	<b>402.293.6591</b>
<b>Contact Email:</b>	<b>steven.wisnieski@bellevue.net</b>
<b>Service Location:</b>	<b>3100 S P Benson Dr. Bellevue, NE 68147</b>
<b>Billing Address:</b>	<b>3100 S P Benson Dr. Bellevue, NE 68147</b>

Service Description	Qty	Price	Monthly Recurring Charges (MRC)	Non-Recurring Charges (NRC)	Service Term (Months)
1Gx1G Fiber Internet	1	300.00	\$300.00	-	60
1 Static IP	1	20.00	\$20.00	-	60
<b>Totals</b>			<b>\$320.00</b>	-	<b>60</b>

*Prices above do not include taxes, fees, or surcharges.*

By signing below, Customer agrees to the following: (i) this Service Order is an offer to purchase from Fastwyre Broadband the Services described herein and is not binding on Fastwyre Broadband until it is accepted by installing the Services; (ii) this Service Order and the Services described herein are subject to and governed by the terms and conditions of the governing tariff, or, if no tariff is applicable, the terms and conditions contained in the Commercial Service Agreement posted at the following URL: <https://fastwyre.com/legal-information/commercial-services-agreement/>

**Customer Name:** \_\_\_\_\_ **Fastwyre Broadband**

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_ **Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Address:** All Notices should be directed to the email address below.

**Email:** \_\_\_\_\_ **Email:** [notice@fastwyre.com](mailto:notice@fastwyre.com)  
**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 7/7/2026		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Memorandum of Understanding between the City of Bellevue and Bellevue Chamber of Commerce and Community.

SYNOPSIS/BACKGROUND:

The MOU between the City and Bellevue Chamber of Commerce and Community in conjunction with the Leadership Bellevue Program establishes a "take a first aid supply, share a first aid supply" exchange operating on a 24/7 honor system. Any citizen may take first aid supplies or bring first aid supplies to donate. Bellevue Chamber shall install exchange boxes in five city parks: American Heroes Park, Everett Park, Lookingglass Park, Stonecroft Park, and Washington Park.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the MOU with the City of Bellevue and Bellevue Chamber of Commerce and Community to establish five first aid stands to be located in American Heroes Park, Everett Park, Lookingglass Park, Stonecroft Park, and Washington Park.

ATTACHMENTS:

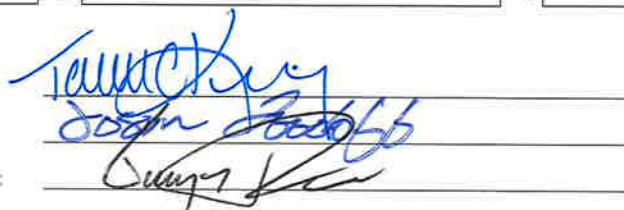
1. <input type="text" value="MOU"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



**MEMORANDUM OF UNDERSTANDING**

BELLEVUE CHAMBER OF COMMERCE & COMMUNITY

&

CITY OF BELLEVUE, NEBRASKA

---

This Memorandum of Understanding (MOU) is entered into between the City of Bellevue, Nebraska, a municipal corporation of the State of Nebraska, (hereinafter “City”), and Bellevue Chamber of Commerce & Community a Non-Profit Organization of the State of Nebraska (hereinafter “BELLEVUE CHAMBER”) for the purposes of establishing a mutually beneficial relationship and to protect the citizens of Bellevue who enjoy over 750 acres of parks, green space and trails within, Bellevue, Sarpy County, Nebraska. This is a “take a first aid supply, share a first aid supply” free first aid supply exchange operating on a 24/7 honor system. Any citizen may take first aid supplies or bring first aid supplies to donate.

**1. Agreement Term** - This MOU shall commence on the date of execution and terminate on June 30, 2027 provided, that this MOU may be extended thereafter for one (1) year periods upon the mutual written agreement of the parties, unless either party notifies the other of its decision to terminate the MOU. Such notification shall be furnished to the other party in writing at least 30 days before the MOU is terminated. Either party may terminate this MOU for any reason by providing 30 days written notice of termination.

**2. Property Control** – American Herooes, Everett, Lookingglass, Stonecroft and Washington Parks are all owned by the City and operated through its Parks & Recreations Department, hereinafter referred to as Parks. All rules and regulations governing park property shall remain in full force and effect.

**3. Fees** - No fee shall be established or collected.

**4. Free First Aid Supply Exchange** – This is a “take a first aid supply, share a first aid supply” free first aid supply exchange operating on a 24/7 honor system. Any citizen may take first aid supplies or bring first aid supplies to donate. First aid supplies include, but are not limited to, bandages, saline, sterile gauze, antiseptic wipes or tissue. The City is not responsible for stocking any first aid supplies. The Bellevue Chamber shall provide volunteer assistance to Parks Department for installation and maintenance of the one (1) first aid supply box at the following parks:

American Herooes Park  
County Highway 10  
Bellevue, NE 68005

Everett Park  
1501 Betz Road  
Bellevue, NE 68005

Lookingglass Park  
13200 S. 30<sup>th</sup> Street  
Bellevue, NE 68123

Stonecroft Park  
2477 Lynnwood Drive  
Bellevue, NE 68123

Washington Park  
1908 Hancock Street  
Bellevue, NE 68005

**5. Installation, Maintenance, Repairs & Removal** – Bellevue Chamber is solely responsible for the installation, maintenance, repairs and removal of the first aid boxes. Installation location of the first aid boxes shall be approved by Parks Department in coordination with the City Engineer and any other departments as needed and prior to any installation. Any expenses incurred that relate to this MOU and any volunteer activities shall be the sole responsibility of the Bellevue Chamber. The City may request removal of a first aid box(es) for any reason by the Chamber by providing ten (10) days written notice.

**6. Non-Funding Obligation** - This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds or transfer of anything of value, between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors, if existing, will be outlined in separate agreements, such as work plans or statements of work, which shall be made in writing between the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.

**7. Insurance and Indemnification** - Prior to installing the first aid supply boxes on City owned property, any person installing said supply boxes shall sign an accident waiver and release from liability agreement that indemnifies and holds harmless the City and Bellevue Chamber. Bellevue Chamber and the City shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party within 30 days of notice of such claim. Bellevue Chamber shall procure and maintain in effect during the term of this MOU, with companies licensed to do business in the State of Nebraska, personal and public liability insurance with minimum policy limits of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. Said policy shall expressly include the City as an additional insured. A certified copy of the policy or certificate shall be delivered to the City Clerk no later than June 30, 2026.

**8. Notice** – Notice shall be provided to each of the following individuals:

City of Bellevue  
Attn: Legal Department  
1500 Wall Street  
Bellevue, Nebraska 68005

Bellevue Chamber of Commerce & Community  
Attn: Diane Bruce  
Address: 1036 Bruin Boulevard  
Bellevue, Nebraska 68005

9. **Indemnity** – Bellevue Chamber hereby indemnifies, hold harmless and forever discharge the City, and its agents, employees, officers, directors, affiliates, successors, managers and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that they ever had or may have, arising from or in any way related to this MOU provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct. By this MOU, Bellevue Chamber assumes any risk and takes full responsibility and waives any claims of personal injury, death or damage to personal property associated with this MOU.

10. **Miscellaneous** - If any provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. These Terms are binding on and shall inure to the benefit of the City of Bellevue their respective successors and assigns.

By this MOU, the Bellevue Chamber assumes any and all risk, and takes full responsibility and waive any claims of personal injury, death or damage to personal property associated with the activity and its equipment in any manner, form or fashion, and practicing and/or engaging in said activities or other related activities on and off the premises. This MOU contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter of this MOU. The provisions of this MOU will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of the Bellevue Chamber, whether by agreement, by operation of law, or otherwise.

DATED this \_\_\_\_ day of July, 2026.

CITY OF BELLEVUE, a municipal corporation:

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

\_\_\_\_\_  
Date

Bellevue Chamber of Commerce & Community:

  
\_\_\_\_\_  
Diane Bruce, Bellevue Chamber President

  
\_\_\_\_\_  
Date

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16d.  
7/7/2026

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

SUBJECT:

US Department of Veterans Affairs requested an amendment of current lease extending their lease by 12 months to January 2029.

SYNOPSIS/BACKGROUND:

US Department of Veterans Affairs requested an amendment of current lease. The VA is a tenant at the Bellevue Professional Center. The amendment requested would extend their current lease by 12 months to January 2029. Annual rent is \$238,500.00.

FISCAL IMPACT: \$238,500.00 BUDGETED FUNDS?: N/A GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: VETERAN'S AFFAIRS INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION: LEASE EXTENSION 01/11/2028 TO 01/10/2029

CONTRACT EFFECTIVE DATE: 01/11/2028 CONTRACT TERM: 12 MONTHS CONTRACT END DATE: 01/10/2029

PROJECT NAME: N/A

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and Authorize Mayor to sign the US Department of Affairs Lease Amendment extending lease until 01/10/2029.

ATTACHMENTS:

1. VA LEASE AMENDMENT
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures]*

<b>US DEPARTMENT OF VETERANS AFFAIRS</b> <b>LEASE AMENDMENT</b>	LEASE AMENDMENT NO. P00030
	TO LEASE NO. VA263-14-L-0001
<b>ADDRESS OF PREMISES</b> Bellevue CBOC Bellevue Professional Center 2206 Longo Drive Bellevue, NE 68005	

**THIS AMENDMENT is made and entered into between**  
**CITY OF BELLEVUE**  
**whose address is:**

1500 WALL ST  
 BELLEVUE NE 68005

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to extend the term of the Lease.

**NOW THEREFORE**, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective 01-11-2028 as follows:

1. The purpose of this SLA is a bilateral agreement to extend the term of the subject lease for 12 soft months with 60-day termination rights.

This Lease Amendment contains 12 pages.

All other terms and conditions of the lease shall remain in force and effect.  
**IN WITNESS WHEREOF**, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: Kelsey Schulzetenberg, CFM-  
 ORP-2026-089  
 Title: Lease Contracting Officer  
 Entity Name: Department of Veterans  
 Affairs  
 Date: \_\_\_\_\_

---

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

2. The period of performance for the extension will be 1/11/2028-1/10/2029.
3. The Rentable Square Feet (RSF) leased by VA is 9,540 with 8,154 ABOA SF and 60 surface parking spaces on the leased premise.
4. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates.

	EFFECTIVE 1/11/2028 – 1/10/2029
	Annual Rent
<b>Shell Rent &amp; Operating Costs</b>	<b>\$ 238,500.00</b>
<b>Annual Rent</b>	<b>\$ 238,500.00</b>

*9,540 RSF, \$25.00 Annual Rate/RSF*

5. The clauses contained in the attachment "Additional FAR and GSAR Clauses for Lease Extensions and Renewals" are hereby attached to and incorporated into the Lease.
6. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**ADDITIONAL FAR AND GSAR CLAUSES FOR LEASE EXTENSIONS**

The following clauses are hereby incorporated into the Lease and replace any prior versions of these clauses contained in the Lease or its attachments:

**1. 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)**

(a) *Definitions.* As used in this clause—

*Program participation* means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

*Racially discriminatory diversity, equity, and inclusion (DEI) activities* means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

- (1) The Contractor will not engage in any racially discriminatory DEI activities;
- (2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
- (3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
- (4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
- (5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
- (6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

**2. 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025 – GSA CLASS DEVIATION RFO-2025-40)**

As prescribed in 40.205(b), insert the following clause:

Security Prohibitions and Exclusions (Deviation Date)

(a) *Definitions.* As used in this clause—

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

*American Security Drone Act-covered foreign entity* means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at <https://www.sam.gov> (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

*Covered article*, as defined in 41 U.S.C. 4713(k), means:

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (5) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (6) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

FAR and GSAR Clauses for Lease  
Extensions (Apr. 2026)  
Page 2

- (ii) For reasons relating to regional stability or surreptitious listening;
- (7) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (8) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (9) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (10) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*FASC-prohibited unmanned aircraft system* means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

*Information technology*, as defined in 40 U.S.C. 11101(6)—

- (1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
  - (i) Of that equipment; or
  - (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
- (2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
- (3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

*Intelligence community*, as defined by 50 U.S.C. 3003(4), means the following—

- (1) The Office of the Director of National Intelligence;

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

FAR and GSAR Clauses for Lease  
Extensions (Apr. 2026)  
Page 3

- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Kaspersky Lab-covered article* means any hardware, software, or service that—

- (1) Is developed or provided by a Kaspersky Lab-covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

*Kaspersky Lab-covered entity* means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

*National security system*, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

FAR and GSAR Clauses for Lease  
Extensions (Apr. 2026)  
Page 4

military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

*Unmanned aircraft* means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

*Unmanned aircraft system* means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

- (b) *Prohibitions on providing or using specific products or services in performance of contract.* Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:
  - (1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));
  - (2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));
  - (3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—
    - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - (ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

FAR and GSAR Clauses for Lease  
Extensions (Apr. 2026)  
Page 5

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

- (i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);
- (ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and
- (iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures.* The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers.* The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*

(1) *Certain telecommunications and video surveillance equipment, systems, or services.*

- (i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).
- (ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—
  - A. A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
  - B. Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions.*

- (i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

FAR and GSAR Clauses for Lease  
Extensions (Apr. 2026)  
Page 6

- (ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.
  - A. For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.
  - B. For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.
  - C. To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at <https://www.trade.gov/consolidated-screening-list>, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.
- (3) *Sudan prohibition.* The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).
- (4) *Iran prohibitions.*
  - (i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note)).
  - (ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).
  - (iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).
  - (iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over \$15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).
- (e) *Governmentwide exclusion and removal orders.*
  - (1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:
    - (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
    - (ii) For all other solicitations and contracts, DHS FASCSA orders apply.
  - (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders.
  - (3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

FAR and GSAR Clauses for Lease  
Extensions (Apr. 2026)  
Page 7

- (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).
- (f) *Reasonable inquiry.* The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
- (g) *Removal of prohibited products and services.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.
- (h) *General report.*
- (1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
- (i) Contract number and order number, if applicable;
  - (ii) The specific prohibition the product or service is not complying with;
  - (iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
  - (iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
  - (v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
  - (vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
  - (vii) Whether alternative products or services are available that would comply with the prohibition;
  - (viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
    - A. Brand;
    - B. Model number, OEM number, manufacturer part number, or wholesaler number; and
    - C. Item description, as applicable.
  - (ix) Any readily available information about mitigation actions implemented or recommended.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

- (2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
- (i) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.
  - (ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
  - (iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
- (3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.
- (4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.
- (i) *New FASCSA orders report.*
- (1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.
  - (2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
  - (3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:
    - (i) Contract number and order number, if applicable;
    - (ii) Name of the covered article or source subject to a FASCSA order;
    - (iii) The specific FASCSA order the product or service does not comply with;
    - (iv) The elements of (h)(1)(iii) through (ix) of this clause.
  - (j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

**3. 552.270-33 FOREIGN OWNERSHIP AND FINANCING REPRESENTATION FOR HIGH-SECURITY LEASED SPACE (JUN 2021)**

The attached representation is hereby attached to and incorporated into this Lease Amendment.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

FAR and GSAR Clauses for Lease  
Extensions (Apr. 2026)  
Page 9

**4. 552.270-34 ACCESS LIMITATIONS FOR HIGH-SECURITY LEASED SPACE (JUN 2021)**

- (a) The Lessor, including representatives of the Lessor's property management company responsible for operation and maintenance of the leased space, shall not—
  - (1) Maintain access to the leased space; or
  - (2) Have access to the leased space without prior approval of the authorized Government representative.
- (b) Access to the leased space or any property or information located within that Space will only be granted by the Government upon determining that such access is consistent with the Government's mission and responsibilities.
- (c) Written procedures governing access to the leased space in the event of emergencies shall be documented as part of the Government's Occupant Emergency Plan, to be signed by both the Government and the Lessor.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

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

16e.  
7/7/2026

COUNCIL MEETING DATE: July 7th, 2026		SUBMITTED BY: Scott Houghtaling	
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:**

Broker of Record for property insurance, casualty insurance, event insurance, and workers compensation (insurance coverage other than employee benefits).

**SYNOPSIS/BACKGROUND:**

After a thorough search, through our RFP process, we have selected a new broker of record (BOR) for the City of Bellevue to handle our property, casualty insurance, event insurance and workers compensation (insurance coverage other than employee benefits). We estimate significant savings for the city and taxpayers, while providing stronger coverage and less risk. The broker fee was negotiated to be \$40,000.

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 agreement with Gallagher and appoint Gallagher as the City of Bellevue's broker of record (BOR) for property, casualty insurance, event insurance, and workers compensation (insurance coverage other than employee benefits) and authorize the Mayor to sign.

**ATTACHMENTS:**

1. <input type="text" value="Client Services Agreement"/>	2. <input type="text" value="Exhibit A"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Handwritten signatures:*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## **CLIENT SERVICES AGREEMENT**

This Client Services Agreement (this "**Agreement**") is made and entered into as of the 1st day of October, 2026 (the "**Effective Date**") by and between City of Bellevue, a Nebraska Public Entity ("**Client**"), and Arthur J. Gallagher Risk Management Services, LLC, a Delaware limited liability company, and its licensed brokerage affiliates ("**Gallagher**"). Client and Gallagher shall each be referred to herein as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Gallagher is a global insurance brokerage and risk management services firm, and Client desires to retain Gallagher to provide certain services, as further described on Exhibit A attached hereto (collectively, the "**Services**").

NOW, THEREFORE, in consideration of the mutual promises contained herein, Gallagher and Client hereby agree as follows:

### **I. TERM AND TERMINATION**

This Agreement shall commence on the Effective Date and continue for a term of one (1) year (the "**Initial Term**"). This Agreement shall automatically renew on the first anniversary of the Effective Date and annually thereafter for consecutive additional periods of one (1) year each (each a "**Renewal Term**"). This Agreement may be terminated by either Party at any time upon thirty (30) days' prior written notice. In the event of any such termination, Gallagher will work with Client during such 30-day period to transition its account as directed.

### **II. SERVICES**

Gallagher will provide the Services for Client as set forth on Exhibit A and incorporated herein, which Exhibit A may be amended from time to time as agreed upon in writing by the Parties. For Services that specifically include insurance placement by Gallagher as the broker, Client hereby authorizes Gallagher to represent and assist Client in all discussions and transactions with insurance companies relating to the lines of insurance set forth on Exhibit A when acting as Client's insurance broker, provided that Gallagher shall not place any insurance on behalf of Client unless so authorized by Client in writing. In addition, Services that include the placement of insurance coverage require the following:

A. Client shall provide Gallagher with all information and documentation that may be relevant to the applicable risks that Client would like to insure, as requested by Gallagher and/or underwriters from which Gallagher intends to secure quotes. This information shall include any facts material to a fair assessment of the risk by underwriters, including risk exposures and loss experience, and shall be updated as information changes or is discovered after inception of coverage. Client's failure to fully and completely disclose all such information could result in a carrier declining coverage for a specific loss or voiding Client's insurance coverage altogether.

B. Gallagher will consult with Client regarding the terms of the insurance quotes received, and Client shall have sole discretion in the selection of the ultimate insurance markets and policies chosen, as well as any other decisions involving Client's risk management, risk transfer and/or loss prevention needs. Gallagher will use reasonable efforts to secure insurance coverages on Client's behalf and as directed by Client. Client must read all coverage proposals and policies carefully, as actual coverage is determined by the applicable policy language. Gallagher will provide guidance to Client regarding Client's policy or coverage inquiries. In the event an insurer cancels or refuses to issue a particular policy, Gallagher will use reasonable efforts to obtain replacement coverage from another insurer.

C. Client is responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters in accordance with the terms and conditions of Client's policies. Upon request, Gallagher will assist Client in determining applicable claim reporting requirements.

D. Client has no obligation to purchase an insurance product through Gallagher.

### **III. COMPENSATION, TAXES AND FEES**

A. Client shall pay Gallagher fees for the Services set forth on Exhibit A. Where permitted, the Services may include fees in lieu of or in addition to commission for placement of insurance. If Gallagher receives fees for insurance placement, the policy(ies) will be listed in Exhibit A, along with the fee for that insurance placement. In the event Client elects to pay insurance premiums or other sums due hereunder via agency bill, Gallagher may also assess billing administration fees where legally permitted. Fees for post insurance placement Services may also be included in Exhibit A.

necessary, for quoting and/or placing insurance coverages). Either Party may also disclose such information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal; provided, however, that prior to making any such disclosure such Party shall (a) first notify the other Party, to the extent legally permissible, so that the other Party may, at its sole expense, take legally available steps to resist or narrow the disclosure; and (b) disclose only that portion of Confidential Information that is legally required. Gallagher has established security controls to protect Client Confidential Information from unauthorized use or disclosure. In addition, Gallagher may also utilize aggregate, anonymized, or de-identified Client Confidential Information in connection with benchmarking, risk modeling and other data analytics, service or product improvements and offerings, and similar business purposes. Client further agrees that Gallagher may use Client Confidential Information with artificial intelligence or other automated applications for the purposes of improving or delivering the Services for the benefit of Client. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

C. Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the Services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

## VI. DISPUTE RESOLUTION

A. In the event a dispute between the Parties arising out of or relating to this Agreement or the relationship created by this Agreement ("**Dispute**"), the Parties agree to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, the Parties agree to binding arbitration. The Parties waive any and all rights they may have to commence litigation in court to resolve a Dispute, and specifically waive any and all rights to pursue relief by class action or mass action in court or through arbitration. For the avoidance of doubt, consistent with the provisions that follow, the Parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by this Agreement.

B. A Party wishing to assert a Dispute shall do so by providing a written notice ("**Notice**") of the claim to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures, unless specifically excluded under Section VI.A of this Agreement. All Dispute resolutions shall take place in Chicago, Illinois, unless otherwise agreed by the Parties. The Parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorney fees. All matters will be before neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes, which may be based in legal practice, insurance company or insurance brokerage practice, or a combination thereof.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a Memorandum of Understanding signed by both Parties and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either Party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) shall be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither a Party nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both Parties.

## VII. LIABILITY LIMITATIONS

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Without limiting the foregoing, each Party shall only be liable for actual damages incurred by the other Party, and shall not be liable for any indirect, special, exemplary, consequential, reliance, punitive damages or for any attorneys' fees other than as described in Section VIII.A below (whether incurred in a dispute or an action against the other, or as alleged damages that any Party incurred in any insurance coverage dispute, or otherwise). No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either Party any later than two (2) years after the accrual of such claim or cause of action.

## VIII. MISCELLANEOUS

A. Indemnification. Each Party agrees to defend, indemnify and hold the other Party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the

## EXHIBIT A

The following outlines Services provided by Gallagher over the term of this Agreement:

1. Gallagher will act as Broker for all contracts of property, casualty insurance, event insurance, and Workers Compensation (insurance coverage other than employee benefits) requested and agreed to by Client.
2. Gallagher will perform risk management services, which Client may from time to time need or require. The services include, but are not limited to:
  - A. Annual marketing of coverage and evaluation of program design as discussed and agreed to with Client.
  - B. Administration of coverage portfolio including all policies. Administration to include binding of coverage, policy review and delivery of all policies, endorsement processing and accounting/invoicing.
  - C. If requested by client, annually provide loss projections.
  - D. Throughout the year, actively research and facilitate discussions/meetings on various risk management and coverage issues identified by or potentially of relevance to Client. (i.e. Business Interruption, Technology Transfer, Pandemic Flu, Event Cancellation, etc.)
  - E. Provide regular communications to Client (i.e. article of interest, white papers, etc.) on insurance industry risk management developments and trends.
  - F. Attend meetings with Client and insurance carriers at various points throughout the year.
  - G. Review contracts to ensure insurance requirements match in-place coverage.
  - H. Produce Certificates of Insurance and Auto Identification documents.
  - I. Provide claim reporting, research, advocacy and communication as required based on claim activity.
  - J. Provide loss control assistance if and as desired by Client.
  - K. Work with Client's counsel, auditor and risk management team in providing needed information and/or reports as required.
  - L. Evaluate coverage terms and conditions to provide advice about the insurance program as requested.
  - M. Provide data, analytics, benchmarking, and market intelligence from Gallagher Drive annually and as requested for Client's program.
  - N. Generally, assist Client in the administration of its program.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: July 7th, 2026		SUBMITTED BY: Finance	
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:

Establish a policy for the issuance, management, and repayment of tax-supported debt

SYNOPSIS/BACKGROUND:

The purpose of this policy is to establish a consistent framework for the issuance, management, and repayment of tax-supported debt while promoting sound financial management and long-term fiscal sustainability. The policy provides guidance for evaluating proposed debt issuances, maintaining affordable debt levels, preserving the city's creditworthiness, and ensure debt is issued only for appropriate public purposes. By creating this policy, the city will strengthen its case for a AAA rating from S&P Global.

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 tax supported debt management policy.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Hillis*  
*Steve [Signature]*  
*[Signature]*



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

## Tax Supported Debt Management Policy City of Bellevue, Nebraska

### I. Purpose and Objectives

This Tax Supported Debt Management Policy (the "Policy") establishes guidelines for the issuance and management of tax supported bonds payable from a bond levy or the City's general fund ("Tax Supported Obligations") by the City of Bellevue, Nebraska (the "City") and, within the Tax Supported Obligations, management of bonds which are paid from a direct property tax bond levy (the "Bond Levy Obligations").

This policy, and all metrics, applies only to "Issued Bonds". "Issued Bonds" means, as of any date of determination, the aggregate outstanding principal amount of all bonds, notes, or other evidences of indebtedness for borrowed money that have been duly authorized, executed, and delivered by the Issuer to the original purchasers thereof in exchange for value received, and that remain unpaid and outstanding on such date. Issued Bonds shall be determined solely by reference to the stated principal amount of such instruments and shall exclude, without limitation, any amount that constitutes a "liability" under generally accepted accounting principles (GAAP) but does not represent principal indebtedness evidenced by the bonds themselves, including without limitation: (i) accrued or unpaid interest; (ii) unamortized original issue discount or premium; (iii) deferred or unamortized debt issuance costs; (iv) fair value, mark-to-market, or other non-cash accounting adjustments; (v) pension, other post-employment benefit, or similar obligations; (vi) lease liabilities, contingent liabilities, or guarantees not constituting bonds; and (vii) any other liability reflected on the Issuer's financial statements that does not represent the outstanding principal of bonds issued and delivered as described above.

The primary objectives of this policy are to:

- Ensure Tax Supported Obligations are issued and managed prudently with a goal of achieving and maintaining the highest possible credit ratings (e.g. AAA from S&P Global Ratings, which is currently the City's sole credit rating agency).
- Comply with all applicable federal, state, and local laws governing municipal bond issuance.
- Minimize borrowing costs while preserving fiscal stability, supporting long-term capital planning, and protecting taxpayer interests.
- Demonstrate commitment to sound financial management to the City's taxpayers, bondholders, and other stakeholders.
- Maintain reasonable bond levy rates for the City's taxpayers.
- The City will target retirement of at least 50% of outstanding Tax Supported Obligations principal within 10 years.
- The City does not employ derivative instruments. (the use of derivative instruments would require an amendment to this policy that would still limit exposure).

This Policy will be reviewed and updated as necessary to reflect changes in laws, market conditions, or rating agency criteria.



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## II. Scope

This Policy applies to all Tax Supported Obligations issued by the City.

## III. Financing Considerations

The City will confine long-term borrowing to capital improvements or other long-term projects which cannot and, appropriately should not, be financed from current tax revenues and/or funds established for certain projects or replacement facilities.

The City will not use long-term Tax Supported Obligations to finance current operations, nor will long-term debt be used to finance the cost of short-lived depreciable assets.

The final maturity of the City's Tax Supported Obligations should not exceed the expected useful life of the underlying project which is being financed.

Bond Levy Obligations will be issued in a manner which takes into account the overall levy rate of the City to relieve pressure on the City's levy limitations and provide additional operational flexibility for the City in future years.

## IV. Limits

The City will adhere to conservative debt limits that align with rating agency criteria emphasizing low debt burdens, strong reserves, and balanced budgets. Issuance of Tax Supported Obligations will only occur if it does not jeopardize the City's financial health.

The City shall follow the following guidelines for issuance of Tax Supported Obligations:

- Total direct Tax Supported Obligations shall not exceed 3.0% of taxable valuation;
- As subset of Tax Supported Obligations, total Bond Levy Obligations shall not exceed 1.5% of valuation.
- The principal amount of Tax Supported Obligations per capita shall not exceed \$3,000;
- As a subset of Tax Supported Obligations, the principal amount of Bond Levy Obligations per capita shall not exceed \$1,500.
- The aggregate of (a) annual debt service on Tax Supported Obligations, and (b) annual amounts due for net pension liability and other postemployment benefits, shall not exceed 3.0% of the aggregate of general fund and bond fund expenditures.
- Overlapping debt (including county, school, and other shared obligations) will be monitored to ensure total burden on taxpayers remains reasonable .

## V. Refunding/Refinancing Criteria

The City may issue refunding obligations to refinance its long-term Tax Supported Obligations for savings purposes when it is expected to achieve approximately 3% present value savings on debt service.



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**VI. Ongoing Monitoring**

Staff will maintain 5-year financial projections to assess the impact of expected capital expenditures and debt service for Tax Supported Obligations on the City’s reserves. The City’s target for reserves is the greater of (a) at least 15% of the total general fund budget and (b) at least 25% (3 months) of budgeted general fund operating expenditures for the fiscal year.

Tax Supported Obligations and Bond Levy Obligations will only be issued for capital projects that align with the City’s capital improvement plan and demonstrate clear public benefit.

All feasible alternatives for borrowing funds and all costs of issuing long-term Tax Supported Obligations must be considered and carefully evaluated for capital projects of the City.

**VII. Bond Underwriter**

The City will utilize the services of a qualified underwriting firm in monitoring the amount of debt service for the City’s Tax Supported Obligations.

The City will work with its underwriter to ensure that long-term Tax Supported Obligations are structured to protect the interest of the City for the present and in the future.

**VIII. Post-Issuance Compliance**

The City has adopted post-issuance compliance policy and procedures per Resolution 2026-03 and has designated the City Treasurer as the compliance officer to ensure tax-exempt status of the City’s Tax Supported Obligations, including private use monitoring and rebate calculations.

The City's is committed to timely continuing disclosure filings, and such efforts are also included in the City’s post-issuance compliance procedures. In addition to internal procedures, the City engages an outside firm to help ensure and complete continuing disclosure filings.

**IX. Policy Review and Amendment**

This Policy will be reviewed periodically by a finance committee composed of the Finance Director, City Treasurer, City Administrator, Mayor and City Council President of City Council designee and, if any changes are proposed, other than updates to the metrics & ratios on page 4 or audited financial statements on page 5, those changes will be approved by the City Council.

Adopted by the City Council of the City of Bellevue, Nebraska, on \_\_\_\_\_, 2026



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Finance Department  
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## Additional City of Bellevue Nebraska Information for Analysis

### Metrics & Ratios

#### Fiscal Year Ended 9/30/2025

9/30/2025 Total Obligations (Principal) \$98,295,000.00

9/30/2025 Total Tax Supported Obligations (Principal) \$97,425,000.00

1.51% of 2025 Valuation of \$6,468,288,999 (50.3% of limit)

\$1,498.13 per capita of 65,031 (49.9% of limit)

9/30/2025 Total Tax Supported Obligations (Principal) **excluding Waterpark MIBs** \$68,035,000.00

1.05% of 2025 Valuation of \$6,468,288,999 (35.0% of limit)

\$1,046.19 per capita of 65,031 (34.+% of limit)

9/30/2025 Bond Levy Obligations (Principal) \$47,585,000.00

0.74% of 2025 Valuation of \$6,468,288,999 (24.5% of limit)

\$731.73 per capita of 65,031 (24.4% of limit)

*Bellevue's certified population from the State of Nebraska was 65,031.*

#### Additional commentary:

The City will periodically embark on economic development projects that will have a temporary effect on some of the metrics (self-imposed limits). However, the plan is to create economic growth through the projects but not have the City manage private-type activities in perpetuity. At the appropriate time, the City would transfer the projects, including all underlying debt, to private industry and enjoy the remaining returns of economic development on the community (taxes and jobs).



## Audited Financial Statements

City of Bellevue, Nebraska  
Statement of Net Position  
September 30, 2025

	Governmental Activities	Business-type Activities	Total
<b>ASSETS</b>			
Cash and cash equivalents	\$ 45,628,345	\$ 7,045,438	\$ 52,673,783
Receivables, net	7,700,672	1,434,528	9,135,200
Due from other governments	6,206,866	624,757	6,831,623
Internal balances	21,573	(21,573)	-
Inventories	1,290,605	-	1,290,605
Prepaid expenses and other current assets	696,221	29,417	725,638
Capital, lease and subscription assets			
Non-depreciable	81,414,838	2,315,467	83,730,305
Depreciable, net	92,491,713	21,104,214	113,595,927
<b>Total Assets</b>	<b>235,450,633</b>	<b>32,532,248</b>	<b>267,982,881</b>
<b>Deferred Outflows of Resources</b>			
Deferred loss on refunded debt	681,383	-	681,383
Deferred outflows on pension	2,484,824	-	2,484,824
Deferred outflows on OPEB	689,390	14,069	703,459
<b>Total Deferred Outflows of Resources</b>	<b>3,855,397</b>	<b>14,069</b>	<b>3,869,466</b>
<b>LIABILITIES</b>			
Accounts payable and accrued expenses	8,296,615	3,543,469	11,840,104
Interest payable	230,394	7,683	238,077
Compensated absences			
Payable within one year	4,300,000	120,000	4,420,000
Payable in more than one year	4,279,935	2,805	4,282,740
Claims and judgments	589,339	-	589,339
Unearned revenue	124,126	-	124,126
Other long-term liabilities			
Payable within one year	28,684	-	28,684
Payable in more than one year	2,393,084	-	2,393,084
Pension and other postemployment benefits			
Payable within one year	745,648	9,319	754,967
Payable in more than one year	4,939,872	62,806	4,960,878
Long-term debt, net			
Payable within one year	7,815,000	280,000	8,095,000
Payable in more than one year	92,182,759	590,000	92,782,759
Subscriptions payable			
Payable within one year	18,274	-	18,274
Payable in more than one year	110,347	-	110,347
<b>Total Liabilities</b>	<b>125,832,277</b>	<b>4,606,102</b>	<b>130,538,379</b>
<b>Deferred Inflows of Resources</b>			
Deferred gain on refunded debt	256,915	-	256,915
Deferred inflows on OPEB	2,032,833	41,482	2,074,315
Deferred inflows on pension	1,210,088	-	1,210,088
Deferred inflows on leases	4,654,870	-	4,654,870
<b>Total Deferred Inflows of Resources</b>	<b>8,154,504</b>	<b>41,482</b>	<b>8,195,986</b>
<b>Net Position</b>			
Net investment in capital assets	86,137,041	22,391,215	108,528,256
Restricted			
Debt service	11,460,740	-	11,460,740
Community betterment	4,791,447	-	4,791,447
Economic development	2,982,415	-	2,982,415
Public safety	639,834	-	639,834
Unrestricted	(792,228)	5,507,518	4,715,290
<b>Total Net Position</b>	<b>\$ 105,219,249</b>	<b>\$ 27,898,733</b>	<b>\$ 133,117,982</b>

See Notes to Financial Statements

10

Non-policy observation: \$105,205,716 or 1.63% of 2025 Valuation of \$6,468,288,999.



# ESTIMATE

TaylorMade Co  
7356 Holliday Dr  
Kansas City, KS 66106-5102

kristin@ecoturfsurfacing.com  
+1 (913) 713-1573  
www.ecoturfsurfacing.com



ECOTURF PLAYGROUND  
SURFACING

Estimates 2025:25206

**Bill to**

Parks Department  
1500 Wall St.  
Bellevue, NE 68005

**Ship to**

Thompson Park  
151 W 26th Ave  
Bellevue, NE 68005

**Estimate details**

Estimate no.: 25206  
Estimate date: 06/23/2025

Payment Terms: Net 30

#	Product or service	Description	Qty	Rate	Amount
1.	Removal	Removal of Existing Surface	3728	\$1.38	\$5,144.64
2.	Installation	Installation of Poured In Place Safety Surface 50/50 black & color mix for 8' and below fall height (3.5' depth) installed over existing sub-base	3328	\$14.61	\$48,622.08
3.	Installation	Installation of Poured In Place Safety Surface 50/50 black & color mix for 10' and below fall height (4.5' depth) installed over existing sub-base	400	\$16.37	\$6,548.00
4.	Shipping	Estimated Shipping for Material	3728	\$1.08	\$4,026.24
				<b>Total</b>	<b>\$64,340.96</b>

Accepted date

Accepted by



**ECOTURF PLAYGROUND**  
SURFACING

**7356 Holliday Drive  
Kansas City, KS 66106  
Phone: 913-713-1573**

## Estimate Contract

The estimate price for this project has been calculated based on the current prices for the materials. However, the market for the materials is considered to be volatile, and sudden price increases could occur.

Ecoturf Surfacing agrees to use our best efforts to obtain the lowest possible prices from available material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of the Contract for use in this project, the Customer will be notified of the cost increase.

Upon notification, the Customer will then have the option to pay the cost increase or cancel the project and contract.

All projects are dependent on weather and installation dates are tentative

A standard additional insured certificate will be supplied at no charge upon customer request. If the customer requests any changes to Ecoturf Surfacing's insurance the customer will be responsible for the cost of any and all changes.

Customer is to supply and install construction fence around site and have security to watch over the site once the project has begun, up until the surface is dry and ready to be used. Any and all costs to repair or replace damage to surface caused by a lack of security or fencing will be the responsibility of the customer.

Customer is responsible for placing rubber wear mats in high traffic areas, such as under swings and at the bottom of slides. Customer is responsible for site restoration.

100% full payment is due in NET 30 days upon completion of project. Past due invoice will be billed at 2% per month (24% annum). In the case of any default, customer shall pay Taylormade Co, Inc. DBA Ecoturf Surfacing reasonable attorney fees and costs, including those on any appeal even if no suit or action is filed.

All work completed under this contract remains the property of Ecoturf Surfacing until this contract is paid in full.

**Please sign and submit this quote to have your project added to our job list. By signing you are stating that you agree to the scope, details, and terms for the above mentioned proposal.**

Customer Signature \_\_\_\_\_

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

**Leaders in Playground Surfacing**

**A Taylormade Company**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: July 7, 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:

**BPW 260602 PK26(3) American Heroes Park Restrooms Design Proposal**

SYNOPSIS/BACKGROUND:

Planning and design two new outdoor restrooms facilities located at American Heroes Park that will support park amenities to accommodate concerts, festivals, and for the use of the community year-round. Improvements will include two new restrooms based on Washington Park Restrooms and Stonecroft Park Restrooms that will coordinate with the overall park improvements and site planning needs.

FISCAL IMPACT: \$110,340.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Holland Basham Architects INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: BPW 260602 PK26(3) American Heroes Park Restrooms

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 260602 PK26(3) American Heroes Park Restrooms

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

CIP PROJECT NAME: American Heroes Park Restrooms CIP PROJECT NAME: CIPPK26(3)

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

ACCOUNTING DISTRIBUTION CODE: 7040 ACCOUNT NUMBER: 10-11

RECOMMENDATION:

Approve and authorize the Mayor to sign the Proposal between the City of Bellevue and Holland Basham Architects for the Design of the American Heroes Park Restrooms in the amount not to exceed \$110,340.00

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Willis*  
*[Signature]*  
*[Signature]*

## **Proposal for Professional Architectural & Engineering Services**

**Date** June 29, 2026

**Client** Dave Goedeken  
Public Works Director  
City of Bellevue  
206 Industrial Drive  
Bellevue, NE 68005

### **Project**

**Name:** City of Bellevue - American Heroes Park - Restrooms  
**Number:** 260100

### **Project Information**

**Total Project Area:** Two Approx. 400 sf restrooms  
**Project Description:** Planning and design of two new restroom facilities to support year-round community use of the park and associated outdoor event areas. The restroom buildings are anticipated to be based on the recently completed restroom facilities at Washington Park and Stonecroft Park and will be coordinated with the overall park improvements, utility infrastructure, and site planning needs.

For this proposal, the restroom design scope assumes minimal floodway impact on the design. A separate proposal will include services to support design for the floodway after engineering performs due diligence to understand flood scoping.

### **Scope of Services**

#### **Architectural**

Schematic Design and review  
Design Development and review  
95% Construction Documents and review  
100% biddable Construction Documents to pre-selected general and sub-contractors  
Code Review  
Construction Administration

#### **Engineering**

Mechanical (HVAC, plumbing & sprinkler)  
Electrical (power, lighting, telecom pathways)  
Structural  
Civil  
Landscape (code required around buildings)

## Meetings

10 Meetings for site verifications, code reviews, and Owner coordination & reviews  
(assumes 40 week Design Duration)

10 Construction Administration meetings, includes 6 visits for site observations  
(assumes 40 week Construction Duration)

## Owner-Provided Information/Services

Original Construction Documents

AutoCAD backgrounds

Geotechnical information

Equipment cut sheets

## Exclusions

- Topographic and boundary survey, ALTA/NSPS survey, and final plat
- Geotechnical design and exploration
- Floodway Design and Related Permitting along with considerations for flood mitigation or flood hardening design of site elements, underground utilities, and structures, this will be included in a separate proposal following due diligence activities for the project
- Coordinating Community Engagement and City Council involvement
- Studies for life cycle cost analysis, energy code compliance, and energy usage
- Site visits beyond those identified in the Scope of Service
- Record/As-Built drawings
- Finish models or renderings
- Computer design modeling and renderings, including virtual reality (VR) modeling, beyond the schematic design phase
- Telecom system design
- Low voltage design
- Special Systems design (access control and security): Design and specification of door access controls, security cameras, break glass sensors, motion sensors, etc.: Conduit pathways for these systems are included in the base design
- Special Systems design (UPS): Design and specification of rack mounted or stand-alone uninterruptable power system equipment
- Special Systems design (A/V): Design and specification of audio visual systems including but not limited to projectors, wall mounted displays, sound systems, microphones, speakers, cameras for video conferencing, room scheduling controls, etc.: 120 volt power and basic conduit pathways for these systems are included in the base design
- Construction cost estimate
- Waivers on variances required by Government Agencies
- FFE, signage, artwork & plant selection
- NPDES inspections during construction
- SWPPP permitting and inspections.
- Building Commissioning
- Building Permit Submission
- LEED, WELL, FitWELL, GreenGlobes, BuildingEQ and similar certification design documentation
- Daylight analysis and modeling

**Fee Basis**

Lump-sum fee: \$ 110,340

**Reimbursable Expenses**

- Travel costs - Scope includes the time for the trips listed in Meetings, above, but not trip expenses
- Reproduction costs for drawings and specifications
- In-house printing
- Delivery costs such as postage, courier charges, etc.
- Applicable taxes on services
- Drone video and scanning services

Reimbursable expenses are in addition to the fees stated above. All expenses are billed at 1.1 x actual cost.

**Schedule**

Design to commence from June 16, 2026 (pending City Council Approval) through February 2027.  
Construction to occur between 2027 and 2028 Bellevue Rocks (approx. June 1, 2027 – June 1, 2028).

**Terms and Conditions**

Holland Basham Architects, Olsson, and Threshold will perform the Services outlined in this Agreement for the stated Fee Basis.

Significant changes to the Scope of Services initiated by the Client will constitute a claim for a reasonable and equitable fee adjustment. Fee adjustments will be billed on a negotiated lump sum or hourly basis per the rate schedule below. Consultant's additional services are billed at 1.1x actual cost.

<b>2026 Hourly Rate Schedule</b>	<b>HBA</b>
▪ Principal	\$310.00
▪ Partner	\$240.00
▪ Senior Project Manager	\$210.00
▪ Project Manager	\$200.00
▪ Senior Project Designer	\$210.00
▪ Project Designer	\$155.00
▪ Senior Architect	\$210.00
▪ Architect III	\$185.00
▪ Architect II	\$155.00
▪ Architect I	\$130.00
▪ Senior Interior Designer	\$180.00
▪ Interior Designer III	\$160.00
▪ Interior Designer II	\$140.00
▪ Interior Designer I	\$120.00
▪ Technician	\$105.00
▪ Intern	\$60.00
▪ Admin	\$75.00

Invoices for Architectural or Consultant Services shall be payable within 30 days of invoicing. Past due accounts will be subject to a monthly service charge of one percent (1.0%) on the then unpaid balance.

In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the limits indicated below. It is intended that this limitation applies to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law. Total Liability is \$50,000.

Cost of work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include Contractor's general condition costs, overhead, and profit.

The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The Client or Architect may terminate this Agreement upon advanced written notice should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Architect for all Services rendered to the date of termination, plus all reimbursable expenses.

Inasmuch as the remodeling and/or rehabilitation of the existing building requires that certain assumptions be made by HBA or its Consultants regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the building, Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of - or in any way connected - with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Architect. The Architect will endeavor to discover existing conditions to the extent possible through review of existing documents, non-destructive survey of the existing building, and conversations with Physical Plant personnel as may be assigned by the Owner. The Architect shall not be responsible for damages or costs resulting from hidden conditions in existing facilities.

If a required item or component of the Project is omitted from the Construction Documents by the Architect or its consultants and that item or component is subsequently added by the Contractor to the Project, the Architect will only be responsible for the following: (i) payment for any additional cost and expense incurred by Owner to add the item or component to the Project, if such additional expense would not have been necessary to incur had the item or component not been omitted and had been included in the Contract Documents, such as costs incurred to demolish and reconstruct a portion of the Project previously constructed; and (ii) perform all re-design work necessary to allow for the installation of the missing item or component without charge to Owner. Other than the foregoing Architect responsibility,

Owner shall be responsible to pay all other costs of adding such item or component to the Project, including any betterment.

Three-dimensional computer modeling and renderings, including virtual reality (VR) modeling, which are utilized in the design process as a basic service through the schematic design phase, will not be maintained or extensively utilized beyond SD without incurring additional services.

The Client acknowledges that the requirements of the Americans with Disabilities Act (ADA) and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement and as they apply to the Project. The Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and the Consultant shall, accordingly, not have any liability to the Client in connection with same.

If this proposal is satisfactory, please sign and return a copy of this agreement to us for our files.

**Acceptance**

Holland Basham Architects

City of Bellevue Public Works



Name: Matt Neaderhiser  
Title: Director of Leading Industries  
Date: June 29, 2026

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

MN

Attachment

cc: Accounting

Exhibit A - Project Scope



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

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

SUBJECT:

CIP26 WW26(6) - Project Proposal for OPPD to provide and install New 500KVA, 277/480V, 3 Phase service to provide power supply for the SCCWWA SB-1 Lift Station that services the Entertainment District and is located on approximately 5th and LaPlatte Rd.

SYNOPSIS/BACKGROUND:

On February 17, 2026 the City Council authorized Valley Corp to construct and install a new lift station within the SCCWWA sewer shed SB1 that will service the Entertainment District within that sewer shed. This lift station will require a new power supply installation to operate, OPPD has agreed to provide the required power supply for a total of \$63,194.00. BPW240603

FISCAL IMPACT: \$63,194.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Project Proposal between OPPD and the City of Bellevue for the SCCWWA SB1 Lift station BPW240603

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: N/A

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

CIP PROJECT NAME: SCCWWA SB-1 Lift Station CIP PROJECT NUMBER: CIP 26-WW26 (5)

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

ACCOUNTING DISTRIBUTION CODE: 7000 ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the project proposal between the City of Bellevue and OPPD for the SCCWWA Lift Station Project in the amount not to exceed \$63,194.00.

ATTACHMENTS:

1. Project Proposal 2. Meter Specifications 3.  
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Willis*  
*David Goedecken*  
*David Goedecken*



**Project Proposal and Waiver**

<b>CIS+ Acct. No.:</b>	N/A	<b>AM:</b>	Brittany Klusaw
<b>Service Request:</b>	72254	<b>Design:</b>	N/A
<b>Date:</b>	06/09/2026	<b>AM Phone:</b>	531-226-3781
<b>Tax I.D. :</b>		<b>W. O. :</b>	3210849

<b>Capital W.O.</b> <input checked="" type="checkbox"/>	<b>Maint W.O.</b> <input type="checkbox"/>	<b>Job Order</b> <input type="checkbox"/>	<b>3 Year Refund</b> <input checked="" type="checkbox"/>
---	--	---	--

**Customer:** City of Bellevue

**Work Location:** La Platte Lift Station  
5<sup>th</sup> & La Platte St,  
Bellevue, NE 68123

**Phone:** 402-293-3135

**Contact:** Epiphany Ramos

**Description of Work:**

OPPD to provide new service for the La Platte Lift Station.

**OPPD Responsibilities:**

OPPD to provide supervision, management, labor, materials, supplies, tools, equipment, services, engineering, testing and/or any other act or thing required to diligently complete the scope of work in support of La Platte Lift Station.

Disclaimer: OPPD is an electric utility; core-business weather-related storms and unexpected delivery system facility/equipment failures and the resulting outages can impact OPPD's Work Schedule.

- Customer Responsibilities:**
- 1) Waiver signature and submittal is required prior to work scheduling.
  - 2) Notify OPPD representative if project is cancelled so invoice can be voided.
  - 3) Payment (if applicable) is required prior to scheduling work.
  - 4) Work that is required outside normal business hours may require additional overtime charges.

Coordinate and communicate with OPPD to complete work as requested.

**Customer Need**  
**Date: August 2026**

**Charge\*: \$63,194.00**

Owner or Owner Representative: \_\_\_\_\_

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

Please review this document carefully. If there are any discrepancies, questions or concerns, please contact your OPPD representative prior to the installation or modification of your electric service. This proposal is valid for 30 days. If the proposal is extended beyond 30 days, then additional charges may be required.

**Facilities Waiver**

Customers requesting OPPD to provide services that include installing underground equipment, cable and /or poles on customer-owned property are responsible for locating and identifying the location of items that are normally not locatable under the Nebraska One-Call Notification System Act. This includes but is not limited to items described in the following waiver. The waiver must be signed by either the owner or their representative and submitted to your OPPD representative prior to work order scheduling.

In consideration of the agreement of Omaha Public Power District to place electrical service facilities on my property at my request, and understanding that underground objects can be encountered during excavation and installation of these facilities despite the exercise of reasonable care, the undersigned owner hereby voluntarily and knowingly releases and discharges forever the Omaha Public Power District and its directors, officers, and employees, from any and all claims or liabilities (other than those resulting from intentional acts) arising from or related to damage to underground objects not properly located and identified by the customer, including but not limited to tree roots, sprinkler systems, piping, invisible fence lines, and other underground facilities, and ordinary impacts to sod/grass and landscaping resulting from or incurred during installation of electrical service facilities on this property. The individual signing this waiver agrees that he/she either is the Owner of the subject property or has been authorized by the Owner to execute this document on the Owner's behalf. If the subject property is owned by more than one person or entity, this waiver shall be binding if it is signed by one Owner or by a representative on behalf of one of the Owners.

Owner or Owner Representative (print name)  
\_\_\_\_\_

Owner or Owner Representative (signature) \_\_\_\_\_

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

**\*Please indicate the Name and Address the 3 Year Refund should be sent to:**

**Name:** City of Bellevue  
**Address:** 8902 Cedar Island Road  
Bellevue, NE 68147

//RESTRICTED//

**\*Please remit payment (if applicable) and a signed copy of this proposal / waiver to:**

**Omaha Public Power District  
PO Box 3065  
Omaha NE 68103**

***THANK YOU!***

//RESTRICTED//

//INTERNAL USE ONLY//

**06/09/2026**

**City of Bellevue  
8902 Cedar Island Road  
Bellevue, Ne 68147**

SUBJECT: Provide: CIR 1492 City of Bellevue La Platte Lift Station  
Location: 5<sup>th</sup> & La Platte Street, Bellevue, NE 68123  
Work Order #3210849

Omaha Public Power District has arrived at a cost to provide the service of a Lift Station for 5<sup>th</sup> & La Platte.

OPPD will need to collect the total project cost in advance of **\$63,194.00** on a three-year agreement. The agreement is as follows: If at any time during the three-year period the total revenue from the project equals or exceeds **\$63,194.00**, the amount plus interest\* will be refunded.

This electrical service must remain in use during this three-year period, with the same account identity, in order to qualify for a refund.

Upon receipt of payment as outlined above we will proceed with scheduling the project.

If you have any further questions, please feel free to contact me at (531) 226-3781.

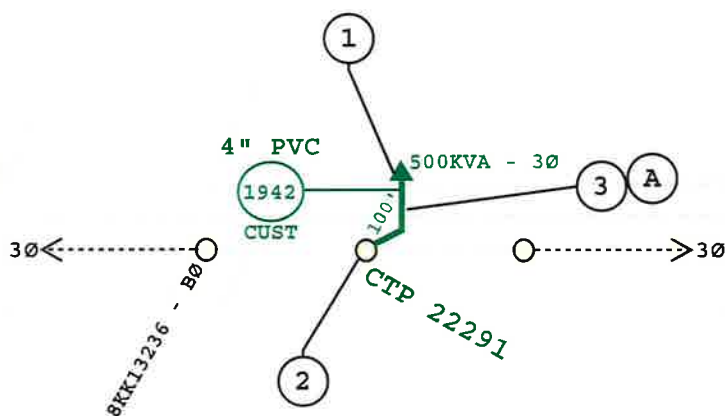
Sincerely,

**Brittany Klusaw  
Account Manager  
Omaha Public Power District  
1919 Aksarben Drive  
Omaha, Ne 68106**

//INTERNAL USE ONLY//



**WO# 3210849; AS WO# 826137  
SUB# 1366; CKT# 1942**



**NOTES**

- 1) INSTL PM XFMR STD 172Y (500KVA, 277/480V, 3Ø) ON CUST INSTLD SLAB (PG 8.08.4 OF THE METER SPEC MANUAL). METER EQUIP AEOT. CONN CUST CNDCTS TO XFMR SEC.
- 2) CTP 22291. GND STD 403NR, STD 401A4. INSTL STD 1055A (100A CO, 40E FU, 3Ø).
- 3) CUST TO INSTL 4" PVC SCHED 40 CND.

**CONDUCTOR NOTES**

- A) PULL 1-1/0 AL JCN TRX PRI CA (350, 3Ø) IN 4" CND.

**COLOR LEGEND**

 PRIMARY



# Omaha Public Power District

## Service and Metering Specifications

### *Instructions to the Customer*

These specifications supplement the General Wiring and Metering Specifications Manual. Wiring and metering must conform to the requirements of this manual. Those responsible for the wiring should be familiar with these requirements before proceeding with the work. Updated versions of the manual are available on OPPD's website at <http://www.oppd.com/business/contractors-reference-library/meter-specification-manual/>.

To contact the OPPD Metering Services Department, in Omaha call 531-226-5969. Outside the Omaha area call your local District office.

Name La Platte Lift Station  
Address 5<sup>th</sup> & Le Platte St, Bellevue, NE 68123  
Customer Representative Dave Ortiz  
Telephone Number (531) 226-3396  
Service Request Number 72254

#### Service Information

Load Group	Voltage	Phase	Wire	Meter Number	Demand	Demand Unit
A	277/480	3	4		500	KW

#### Metering Equipment Install

Load Group	Quantity	Description	CT or PT
A	1	M471D - 3PH 4WY SKT CT METERING - KW (PM)	
A	1	200:5 RATIO, EXT RNGE, PM CURR 600V	158072ICT

**AEOT – All Equipment on Transformer – OPPD will install metering equipment in & on the padmount transformer - Metering Specification Manual Drawing 8.08.4**

### **3-Phase Padmount Transformer Metering Specification Manual Page 4.06.15**

The customer is to furnish and install a transformer slab, as detailed in drawing 8.08.4 of the OPPD General Wiring and Metering Specifications Manual, and the necessary primary conduits, service conduits, and service conductors. The transformer must be accessible at all times to OPPD heavy vehicles. The customer must provide an all-

weather drive from the nearest surfaced driving area to the transformer location. **The drive must be within 15 feet of the transformer location.**

Clearance around the transformer must be maintained. This area shall be a minimum of four feet on the back and sides and ten feet in the front (door side). It is the customer's responsibility to install adequate protection for the transformer against damage by vehicles. See OPPD General Wiring and Metering Specification Manual drawing 8.08.4 for the recommended protection layout.

The customer is to furnish and install 1-4-inch PVC schedule 40 conduit for OPPD primary cables 42 inches below grade between the transformer and CTP 22291. All bends installed by the customer must be PVC schedule 40 conduit with a 36-inch radius.

The customer's service conductors will be no larger than 750 kcmil and long enough to reach 6 feet above the transformer slab for connections to the transformer secondary bushings by OPPD. No more than 4 conductors in each conduit. For safety reasons, secondary conductor should not be pulled in prior to the transformer being set. If the secondaries are installed prior to the transformer being set, OPPD reserves the right to reschedule transformer installation until the issue is corrected.

- Three-phase padmount transformer (up to 500 kVA maximum) a maximum of 6 sets of secondary are allowed.

All service conduits must terminate within the secondary area in the transformer slab. Single phase load should be balanced across all three phases.

**For 4 - wire, 277/480 volt service**, customer must run a grounded conductor(s) with service cables per NEC 250-24C. Conductor(s) size is to be per NEC table 250-102(C)(1), or if no 277 volt load exists, per NEC table 250-66. In either case, the conductor(s) is to be identified as a neutral(s) with minimum size to be one # 2 AWG copper.

The fault current with a 500 kVA transformer is approximately 46,300 amps.

A \$200 fee will be charged for opening transformers for measuring secondary lengths.

Please contact Adam Ecklund at (531) 226-3538 for slab inspection at least **24 hours in advance** of pouring concrete.

Michael Bray  
402-380-3542  
2/20/26

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: July 7, 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 Overlay Projects (BPW#250104)

SYNOPSIS/BACKGROUND:

On May 6, 2025 The Honorable Mayor and City Council approved the 2025 Overlay Projects with an original estimated cost of \$1,432,650,45. The final cost of the project is \$1,333,031.95 at closing, which is a decrease of \$99,618.50.

FISCAL IMPACT: \$1,333,031.95      BUDGETED FUNDS?: YES      GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES      COUNTER-PARTY: OMNI Engineering      INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION: BPW#250104 - 2025 Overlay Projects

CONTRACT EFFECTIVE DATE: 5/6/2025      CONTRACT TERM:      CONTRACT END DATE:

PROJECT NAME: 2025 Overlay Projects

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

CIP PROJECT NAME: Overlay Projects      CIP PROJECT NUMBER: CIPST25(3)

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

ACCOUNTING DISTRIBUTION CODE: 15      ACCOUNT NUMBER: 7010

RECOMMENDATION:

Approve final payment application in the amount of \$68,170.49. Approve Final Change Order in the amount of -\$99,618.50. Approve project as substantially complete, and accept final project quantities.

ATTACHMENTS:

1. Final progress estimate
2. Final Change Order
3. Certificate of Substantial Completion
4. Certificate of Acceptance
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Willis*  
*[Signature]*  
*[Signature]*

**Contractor's Application for Payment**

Owner: <u>City of Bellevue - Bellevue Public Works</u>	Owner's Project No.: <u>BPW 250104</u>
Engineer: <u>Benesch</u>	Engineer's Project No.: <u>1225 - 300007</u>
Contractor: <u>Oldcastle Materials Midwest co DBA OMNI Engineering</u>	Contractor's Project No.: <u>725008</u>
Project: <u>2025 City Overlay Projects</u>	
Contract: _____	
Application No.: <u>5</u>	Application Date: <u>06/20/26</u>
Application Period: From <u>11/16/25</u>	to <u>06/20/26</u>

1. Original Contract Price	\$	1,432,650.45
2. Net change by Change Orders	\$	(99,618.50)
3. Current Contract Price (Line 1 + Line 2)	\$	1,333,031.95
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,333,031.95
5. Retainage		
a. <u>0.0%</u> X <u>\$ 1,333,031.95</u> Work Completed =	\$	0.00
b. _____ X <u>\$ _____</u> Stored Materials =	\$	0.00
c. Total Retainage (Line 5.a + Line 5.b)	\$	_____
6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,333,031.95
7. Less previous payments (Line 6 from prior application)	\$	1,264,861.46
8. Amount due this application	\$	68,170.49
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: *Omni Engineering*  
 Signature: \_\_\_\_\_ Date: 6/23/2026

<p><b>Recommended by Engineer</b></p> <p>By: <u>Alejandro Barahona</u>  <small>Digitally signed by Alejandro Barahona              DN: c=US, E=abarahona@benesch.com              O=Benesch, OU=Omnia, CN=Alejandro Barahona              Reason: I am approving this document              Date: 2026.06.23 20:45:48-05'00'</small></p> <p>Title: <u>Project Manager</u></p> <p>Date: <u>6/23/26</u></p> <p><b>Approved by Funding Agency</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>Approved by Owner</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	---

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

Owner: City of Bellevue - Bellevue Public Works      Owner's Project No.: BPW250104  
 Engineer: Benesch      Engineer's Project No.: 1225-300012  
                  Oldcastle Materials Midwest co DBA  
 Contractor: OMNI Engineering      Contractor's Project No.: 725008  
 Project: 2025 City Overlay Projects  
 Contract Name: BPW-250104 \_ 2025 City Overlay Projects  
 Date Issued: 6/20/26      Effective Date of Change Order: 11/25/25

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

**Description:**

Balance contract value between estimated quantities and actual quantities perform, material performance penalties and contracted dates. Additional documentation as follows:

- Item\_OVERRUNS\_BPW-250104\_-\_2025\_Bellevue\_Overlay\_Projects.CO1.pdf
- BPW-250401 \_ 2025 City Overlay Projects - Low 28Day PCC Results.pdf

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,432,650.45</u>	Original Contract Times: Specific Dates Substantial Completion: <u>9/26/25</u> Ready for final payment: <u>10/24/25</u>
<b>[Increase] [Decrease]</b> from previously approved Change Orders No. 1 to No. <b>[Number of previous Change Order]</b> : \$ <u>N/A</u>	<b>[Increase] [Decrease]</b> from previously approved Change Orders No.1 to No. <b>[Number of previous Change Order]</b> : Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>1,432,650.45</u>	Contract Times prior to this Change Order: Substantial Completion: <u>9/26/25</u> Ready for final payment: <u>10/24/25</u>
<b>Decrease</b> this Change Order: \$ <u>(69,240.75) + (30,377.75) = (99,618.50)</u>	<b>Increase</b> this Change Order: Substantial Completion: <u>+ 4 Days</u> Ready for final payment: <u>+ 239 Days</u>
Contract Price incorporating this Change Order: \$ <u>1,333,031.95</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>9/30/25</u> Ready for final payment: <u>6/20/26</u>

**Recommended by Engineer**

By: Alejandro Barahona  
 Title: Project Manager  
 Date: 6/23/26

**Authorized by Contractor**

[Signature]  
 Vice President  
 6/23/2026

**Authorized by Owner**

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

**Approved by Funding Agency (if applicable)**

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

# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Bellevue - Bellevue Public Works      Owner's Project No.: BPW250104  
Engineer: Benesch      Engineer's Project No.: 1225-300012  
                 Oldcastle Materials Midwest co DBA  
Contractor: OMNI Engineering      Contractor's Project No.: 725008  
Project: 2025 City Overlay Projects  
Contract Name: BPW-250104 \_ 2025 City Overlay Projects

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

Date of Substantial Completion: **Tuesday, September 30<sup>th</sup>, 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.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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.

Recommended by Engineer  
By: Alejandro Barahona  
Title: Project Manager  
Date: 6/23/26

Digital signed by Alejandro Barahona.  
DN: CN=US, E=abarahona@benesch.com,  
OU=Benesch, OU=Omaha, CN=Alejandro  
Barahona  
Reason: I am approving this document  
Date: 2025.06.23 22:57:28-05'00'

Authorized by Contractor  
[Signature]  
Vice President  
6/23/2026



We Influence The World!

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

Project Name:	2025 Overlay Projects
Project Location:	Various Locations
BPW Project No.	BPW-250104
Contractor:	Oldcastle Materials Midwest Co. DBA OMNI Engineering
Final Completion Date:	June 20, 2026
Bid Amount:	\$1,432,650.45
Total Completion Cost:	\$1,333,031.95

## 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 Overlay Projects 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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

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

SUBJECT:

Change the Re-dedication of Permanent Sanitary Sewer and Storm Sewer Easements for LOT 1 FONTENELLE HILLS ESTATES IV to Zach Link and Alicia Link.

SYNOPSIS/BACKGROUND:

Property owner change to Zach Link and Alicia Link agrees to grant, transfer and convey to the City of Bellevue for the Re-dedication of Sanitary Sewer and Storm Sewer in, through, over and under Lot 1, Fontenelle Hills Estates IV, an addition to the City of Bellevue and which the Sanitary Sewer and Storm Sewer Easements are described in documents attached.

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:

Authorize the Mayor to approve the change in the ownership to Zach Link and Alicia Link in the Re-dedication of Permanent Sanitary Sewer and Storm Sewer Easements for LOT 1 FONTENELLE HILLS ESTATES IV.

ATTACHMENTS:

1. <input type="text" value="Re-dedication"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Willis*  
*[Signature]*  
*[Signature]*



## **PERMANENT STORM SEWER EASEMENT**

For valuable consideration, receipt and sufficiency hereby acknowledged, Zach Link and Alicia Link, the (Grantors), hereby grant, transfer and convey to the City of Bellevue, Nebraska, a municipal corporation and public subdivision (Grantee), its successors and assigns. A permanent Storm Sewer Easement in, through, over and under Lot 1, Fontenelle Hills Estates IV, an addition to the City of Bellevue, Sarpy County, Nebraska and which Storm Sewer Easement is particularly described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for the Legal descriptions of the Easement Area, hereinafter referred to as the Easement Area.

For the purpose of constructing, repairing, inspecting and maintaining a storm sewer line. Grantee shall have the right of ingress and egress upon said Easement Area at any time to inspect, reconstruct, maintain and repair said structure. This Easement Area is also for the benefit of any contractor, agent, employee or representative of the Grantee.

Grantor may continue to use the surface of said Easement Area for any purpose not inconsistent with the rights herein granted including landscaping, drives or sidewalks, provided that Grantee shall not construct any building, structure or other object on the Permanent Easement Area without the Grantor's prior written consent which shall not be reasonably withheld.

Grantee will replace, rebuild or repair any damage to the Easement Area caused by its construction or maintenance of said structure landscaping or improvements; provided, however that Grantee shall not be required to replace landscaping or improvements other than ordinary sod or seeding, if any such repair, maintenance or replacement of the sanitary sewer cannot be reasonably conducted without disturbance to landscaping.


Grantor warrants ownership of the Easement Area and has the right to grant and convey this Easement. This Easement runs with the land and is permanent in duration


and shall bind the parties, their successors, heirs and assigns forever.

Grantor shall indemnify and hold harmless Grantor from any liability, including reasonable attorney fees and costs, in connection with the Grantee's use under this easement.

This instrument contains the entire agreement of the parties and Grantor in executing and delivering this instrument has not relied upon any promises, inducements or representations of the Grantee or its agents or employees except as set forth herein.

DATED this 19<sup>th</sup> day of June, 2026.

  
\_\_\_\_\_  
Zach Link

  
\_\_\_\_\_  
Alicia Link

**STATE OF NEBRASKA)**

**COUNTY OF SARPY ) SS.**

On this 19<sup>th</sup> day of June, 2026, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Zach Link and Alicia Link, who is personally known by me to be the identical persons who signed the foregoing instrument, and they did acknowledge the execution thereof to be their voluntary act.

WITNESS my hand and notarial seal the day and year last above written.

  
\_\_\_\_\_  
Notary Public

**WENCHE STERLING**  
General Notary - State of Nebraska  
My Commission Expires Mar 8, 2027

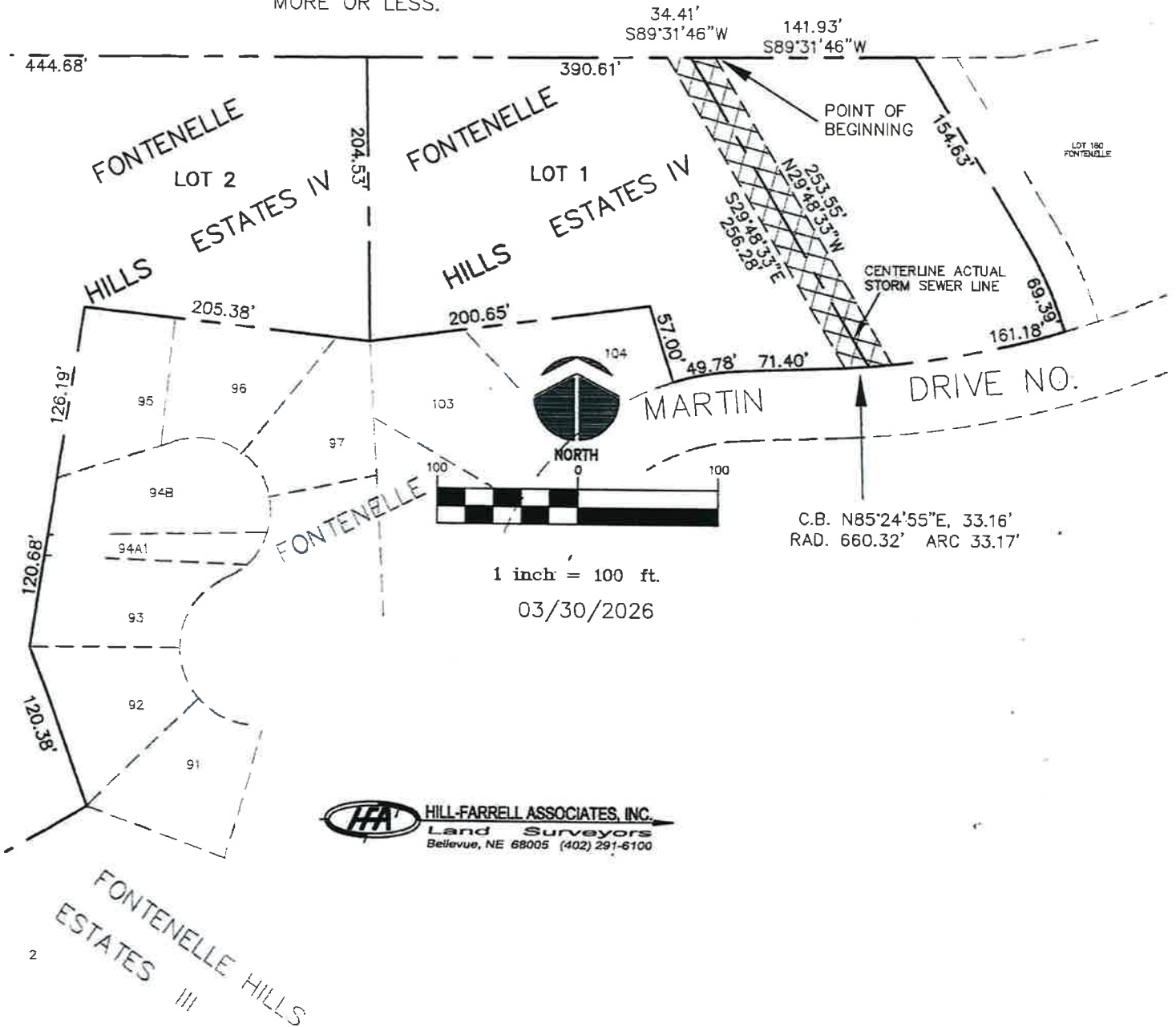
Return to:  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005

# EXHIBIT EXHIBIT "A"

LOT 1, FONTENELLE HILLS ESTATE IV

LEGAL DESCRIPTION: A PERMANENT 30.0' WIDE STORM SEWER EASEMENT LOCATED IN LOT 1, FONTENELLE HILLS ESTATES REPLAT IV, AN ADDITION TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER LOT LOT 1, FONTENELLE HILLS ESTATE IV, THENCE S89°31'46"W, 141.93 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE CONTINUING S89°31'46"W, 34.41 FEET ALONG SAID NORTH LINE; THENCE S29°48'33"E, 256.28 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1 BEING ALSO THE NORTH LINE OF MARTIN DRIVE NORTH; THENCE ALONG A CURVE TO THE LEFT CHORD BEARING N85°24'55"E, 33.16 FEET, RADIUS 660.32 FEET ARC 33.17 FEET; THENCE N29°48'33"W, 253.55 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 7,652 SQUARE FEET, MORE OR LESS.



## **PERMANENT SANITARY SEWER EASEMENT**

For valuable consideration, receipt and sufficiency hereby acknowledged, Zach Link and Alicia Link, the (Grantors), hereby grant, transfer and convey to the City of Bellevue, Nebraska, a municipal corporation and public subdivision (Grantee), its successors and assigns. A permanent Sanitary Sewer Easement in, through, over and under Lot 1, Fontenelle Hills Estates IV, an addition to the City of Bellevue, Sarpy County, Nebraska and which Sanitary Sewer Easement is particularly described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for the Legal descriptions of the Easement Area, hereinafter referred to as the Easement Area.

For the purpose of constructing, repairing, inspecting and maintaining a sanitary sewer line. Grantee shall have the right of ingress and egress upon said Easement Area at any time to inspect, reconstruct, maintain and repair said structure. This Easement Area is also for the benefit of any contractor, agent, employee or representative of the Grantee.

Grantor may continue to use the surface of said Easement Area for any purpose not inconsistent with the rights herein granted including landscaping, drives or sidewalks, provided that Grantee shall not construct any building, structure or other object on the Permanent Easement Area without the Grantor's prior written consent which shall not be reasonably withheld.

Grantee will replace, rebuild or repair any damage to the Easement Area caused by its construction or maintenance of said structure landscaping or improvements; provided, however that Grantee shall not be required to replace landscaping or improvements other than ordinary sod or seeding, if any such repair, maintenance or replacement of the sanitary sewer cannot be reasonably conducted without disturbance to landscaping.


Grantor warrants ownership of the Easement Area and has the right to grant and convey this Easement. This Easement runs with the land and is permanent in duration

and shall bind the parties, their successors, heirs and assigns forever.

Grantor shall indemnify and hold harmless Grantor from any liability, including reasonable attorney fees and costs, in connection with the Grantee's use under this easement.

This instrument contains the entire agreement of the parties and Grantor in executing and delivering this instrument has not relied upon any promises, inducements or representations of the Grantee or its agents or employees except as set forth herein.

DATED this 19<sup>th</sup> day of June, 2026.

  
\_\_\_\_\_  
Zach Link

  
\_\_\_\_\_  
Alicia Link

**STATE OF NEBRASKA)**

**COUNTY OF SARPY ) SS.**

On this 19<sup>th</sup> day of June, 2026, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Zach Link and Alicia Link, who is personally known by me to be the identical persons who signed the foregoing instrument, and they did acknowledge the execution thereof to be their voluntary act.

WITNESS my hand and notarial seal the day and year last above written.

  
\_\_\_\_\_  
Notary Public

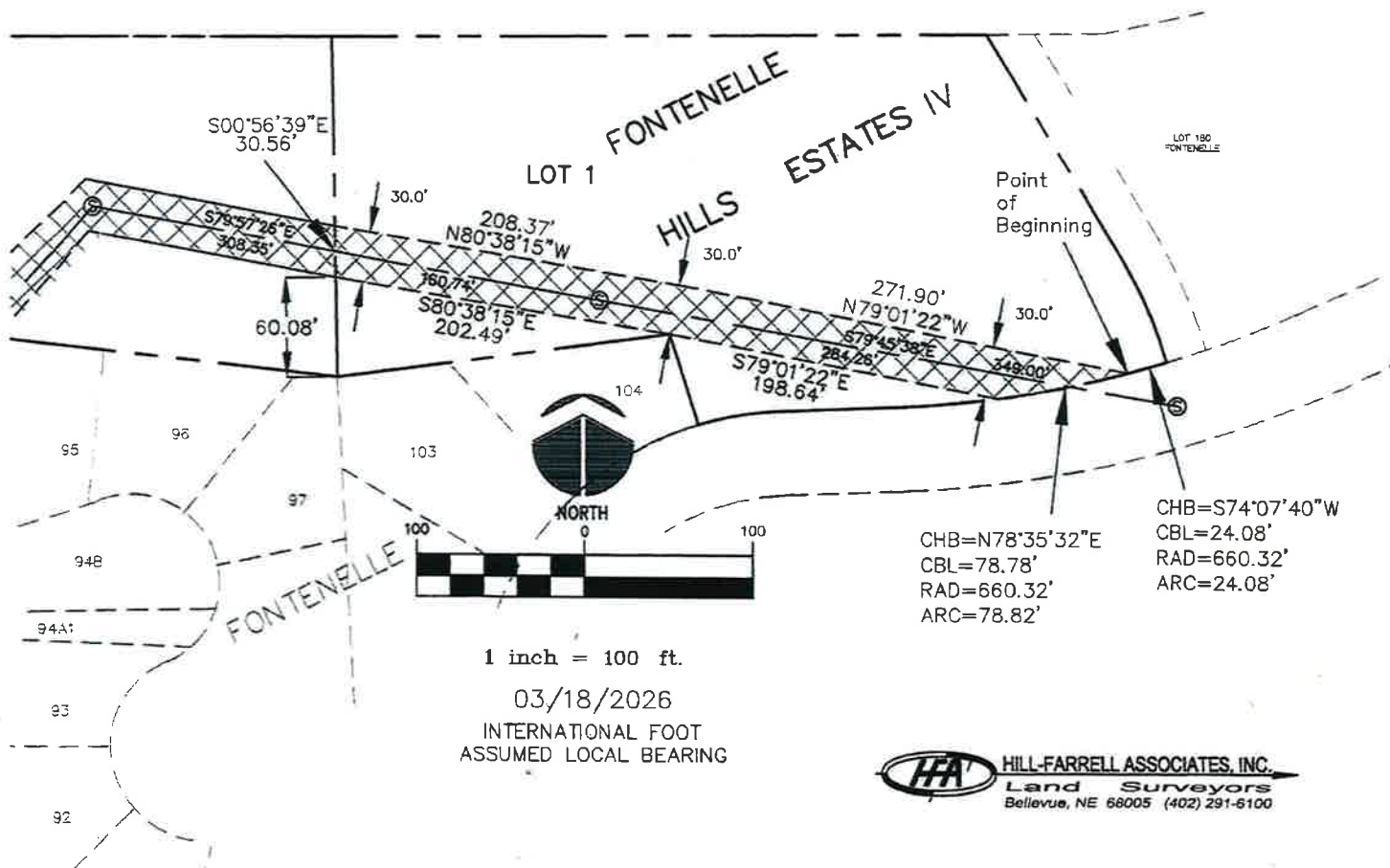
WENCHE STERLING  
General Notary - State of Nebraska  
My Commission Expires Mar 8, 2027

Return to:  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005

## EASEMENT EXHIBIT "A"

### LEGAL DESCRIPTION

A PERMANENT 30.0' WIDE SANITARY SEWER EASEMENT OVER PART OF LOT 1, FONTENELLE HILLS ESTATES IV, AN ADDITION IN THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER LOT 1, FONTENELLE HILLS ESTATE IV, THENCE WESTERLY ALONG THE NORTH RIGHT-OF-WAY OF MARTIN DRIVE NORTH ALONG A CURVE TO THE RIGHT CHORD BEARING  $S74^{\circ}07'40''E$ , 24.08', RADIUS 660.32 FEET, ARC 24.08 FEET TO THE POINT OF BEGINNING; THENCE  $N79^{\circ}01'22''W$ , 271.90 FEET; THENCE  $N80^{\circ}38'15''W$ , 208.37 FEET TO THE WEST LINE OF SAID LOT 1, FONTENELLE HILLS ETATE IV; THENCE  $S00^{\circ}56'39''E$ , 30.56 FEET ALONG SAID WEST LINE; THENCE  $S80^{\circ}38'15''E$ , 202.49 FEET; THENCE  $S79^{\circ}01'22''E$ , 198.64 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF MARTIN DRIVE NORTH; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY ALONG A CURVE TO THE LEFT CHORD BEARING  $N78^{\circ}35'32''E$ , 78.78 FEET, RAD 660.32 FEET ARC 78.82 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 13,197 SQUARE FEET, MORE OR LESS.



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: July 7, 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 260601 PW26(4) American Heroes Park Amphitheater Design Proposal

SYNOPSIS/BACKGROUND:

Planning and design of a new outdoor amphitheater structure located at American Heroes Park that will support park amenities to accommodate concerts, festivals, and for the use of the community year-round. It will be located east of the lake. Improvements will include a stage for the amphitheater. Lump-sum fee: \$280,260.00 & Publicity Render (max 3) fee: \$4,500.00 which is a total of \$284,760.00.

FISCAL IMPACT: \$284,760.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Holland Basham Architecs INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: BPW 260601 PW26(4) American Heroes Park Amphitheater Design

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 260601 PW26(4) American Heroes Park Amphitheater Design

START DATE: 07/2026 END DATE: 02/2027 PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: American Heroes Park Amphitheater Design CIP PROJECT NUMBER: CIPPW26(4)

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

ACCOUNTING DISTRIBUTION CODE: 7050 ACCOUNT NUMBER: 10-10

RECOMMENDATION:

Approve and authorize the Mayor to sign the Proposal between the City of Bellevue and Holland Basham Architecs for the Design of the American Heroes Park Amphitheater in the amount not to exceed \$284,760.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Anna P... [Signature]*  
*[Signature]*  
*[Signature]*

## Proposal for Professional Architectural & Engineering Services

**Date** June 29, 2026

**Client** Dave Goedeken  
Public Works Director  
City of Bellevue  
206 Industrial Drive  
Bellevue, NE 68005

### Project

**Name:** City of Bellevue - American Heroes Park - Amphitheater  
**Number:** 260100

### Project Information

**Total Project Area:** Approx 2,000 sf stage  
**Project Description:** Planning and design of a new outdoor amphitheater structure and supporting park amenities to accommodate concerts, festivals, and year-round community use. The project focuses on creating a flexible venue on the east side of the lake, including an amphitheater with stage and coordination with related site improvements and infrastructure needs.

For this proposal, the amphitheater design scope assumes minimal floodway impact on the design. A separate proposal will include services to support design for the floodway after engineering performs due diligence to understand flood scoping.

### Scope of Services

#### Architectural

Conceptual Strategic Site Plan  
Schematic Design and review  
Design Development and review  
95% Construction Documents and review  
100% biddable Construction Documents to pre-selected general and sub-contractors  
Code Review  
Construction Administration

#### Engineering

Mechanical (HVAC, plumbing & sprinkler)  
Electrical (power, lighting, telecom pathways)  
Structural  
Civil  
Landscape (code required around buildings and Conceptual Strategic Site Plan support for concert area)  
Acoustical (Conceptual Strategic Site Plan support)

## Meetings

- 30 Meetings for site verifications, code reviews, and Owner coordination & reviews  
(assumes 40 week Design Duration)
- 30 Construction Administration meetings, includes 6 visits for site observations  
(assumes 40 week Construction Duration)

## Owner-Provided Information/Services

- Original Construction Documents
- AutoCAD backgrounds
- Geotechnical information
- Equipment cut sheets

## Exclusions

- Topographic and boundary survey, ALTA/NSPS survey, and final plat
- Geotechnical design and exploration
- Floodway Design and Related Permitting along with considerations for flood mitigation or flood hardening design of site elements, underground utilities, and structures, this will be included in a separate proposal following due diligence activities for the project
- Acoustical – beyond scope listed above, this will be included in a separate proposal
- Coordinating Community Engagement and City Council involvement
- Studies for life cycle cost analysis, energy code compliance, and energy usage
- Site visits beyond those identified in the Scope of Service
- Record/As-Built drawings
- Finish models or renderings
- Computer design modeling and renderings, including virtual reality (VR) modeling, beyond the schematic design phase
- Telecom system design
- Low voltage design
- Special Systems design (access control and security): Design and specification of door access controls, security cameras, break glass sensors, motion sensors, etc.: Conduit pathways for these systems are included in the base design
- Special Systems design (UPS): Design and specification of rack mounted or stand-alone uninterruptable power system equipment
- Special Systems design (A/V): Design and specification of audio visual systems including but not limited to projectors, wall mounted displays, sound systems, microphones, speakers, cameras for video conferencing, room scheduling controls, etc.: 120 volt power and basic conduit pathways for these systems are included in the base design
- Construction cost estimate
- Waivers on variances required by Government Agencies
- FFE, signage, artwork & plant selection
- NPDES inspections during construction
- SWPPP permitting and inspections.
- Building Commissioning
- Building Permit Submission
- Fountain, pool, or water feature design
- Fire pit design
- Play feature design

- LEED, WELL, FitWELL, GreenGlobes, BuildingEQ and similar certification design documentation
- Design of geothermal systems
- Daylight analysis and modeling
- Design of theatrical/stage lighting
- Design of EV charging stations
- Design of photovoltaic systems

**Fee Basis**

Lump-sum fee: \$ 280,260

Publicity Renders (max 3) fee: \$4,500

**Reimbursable Expenses**

Travel costs - Scope includes the time for the trips listed in Meetings, above, but not trip expenses

Reproduction costs for drawings and specifications

In-house printing

Delivery costs such as postage, courier charges, etc.

Applicable taxes on services

Drone video and scanning services

Reimbursable expenses are in addition to the fees stated above. All expenses are billed at 1.1 x actual cost.

**Schedule**

Design to commence from June 16, 2026 (pending City Council Approval) through February 2027.

Construction to occur between 2027 and 2028 Bellevue Rocks (approx. June 1, 2027 – June 1, 2028).

**Terms and Conditions**

Holland Basham Architects, Olsson, and Threshold will perform the Services outlined in this Agreement for the stated Fee Basis.

Significant changes to the Scope of Services initiated by the Client will constitute a claim for a reasonable and equitable fee adjustment. Fee adjustments will be billed on a negotiated lump sum or hourly basis per the rate schedule below. Consultant's additional services are billed at 1.1x actual cost.

<b>2026 Hourly Rate Schedule</b>	<b>HBA</b>
▪ Principal	\$310.00
▪ Partner	\$240.00
▪ Senior Project Manager	\$210.00
▪ Project Manager	\$200.00
▪ Senior Project Designer	\$210.00
▪ Project Designer	\$155.00
▪ Senior Architect	\$210.00
▪ Architect III	\$185.00
▪ Architect II	\$155.00
▪ Architect I	\$130.00
▪ Senior Interior Designer	\$180.00
▪ Interior Designer III	\$160.00
▪ Interior Designer II	\$140.00
▪ Interior Designer I	\$120.00
▪ Technician	\$105.00

- Intern \$60.00
- Admin \$75.00

Invoices for Architectural or Consultant Services shall be payable within 30 days of invoicing. Past due accounts will be subject to a monthly service charge of one percent (1.0%) on the then unpaid balance.

In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the limits indicated below. It is intended that this limitation applies to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law. Total Liability is \$200,000.

Cost of work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include Contractor's general condition costs, overhead, and profit.

The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The Client or Architect may terminate this Agreement upon advanced written notice should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Architect for all Services rendered to the date of termination, plus all reimbursable expenses.

Inasmuch as the remodeling and/or rehabilitation of the existing building requires that certain assumptions be made by HBA or its Consultants regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the building, Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of - or in any way connected - with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Architect. The Architect will endeavor to discover existing conditions to the extent possible through review of existing documents, non-destructive survey of the existing building, and conversations with Physical Plant personnel as may be assigned by the Owner. The Architect shall not be responsible for damages or costs resulting from hidden conditions in existing facilities.

If a required item or component of the Project is omitted from the Construction Documents by the Architect or its consultants and that item or component is subsequently added by the Contractor to the Project, the Architect will only be responsible for the following: (i) payment for any additional cost and

expense incurred by Owner to add the item or component to the Project, if such additional expense would not have been necessary to incur had the item or component not been omitted and had been included in the Contract Documents, such as costs incurred to demolish and reconstruct a portion of the Project previously constructed; and (ii) perform all re-design work necessary to allow for the installation of the missing item or component without charge to Owner. Other than the foregoing Architect responsibility, Owner shall be responsible to pay all other costs of adding such item or component to the Project, including any betterment.

Three-dimensional computer modeling and renderings, including virtual reality (VR) modeling, which are utilized in the design process as a basic service through the schematic design phase, will not be maintained or extensively utilized beyond SD without incurring additional services.

The Client acknowledges that the requirements of the Americans with Disabilities Act (ADA) and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement and as they apply to the Project. The Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and the Consultant shall, accordingly, not have any liability to the Client in connection with same.

If this proposal is satisfactory, please sign and return a copy of this agreement to us for our files.

**Acceptance**

Holland Basham Architects

City of Bellevue Public Works



Name: Matt Neaderhiser  
Title: Director of Leading Industries  
Date: June 29, 2026

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

MN

Attachment

cc: Accounting

Exhibit A - Project Scope



Exhibit B – Example of Quality for Publicity Rendering



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: July 7, 2026		SUBMITTED BY: Public Works/Street Department	
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 260110 Cobblestone Emergency Sewer Repairs Damage - Heimes Construction - Change Order No.1 and Change Order No. 2

SYNOPSIS/BACKGROUND:

Heimes Corp was authorized to perform emergency storm sewer repairs at 1507 Cobblestone Lane Cir. on June 2, 2026. Damaged utilities, pipe installation detail changes at pipe joints, and rain events taking place prior to the work being started, has resulted in run-off and silt being deposited along two areas downhill from the work site. Heimes has submitted two change orders to cover these expenses and complete the repairs and site clean-up.

FISCAL IMPACT: \$44,966.26 BUDGETED FUNDS: GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 1507 Cobblestone Lane Cir - Change Order No. 1 & No. 2.

CONTRACT EFFECTIVE DATE: 06/02/2026 CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Cobblestone Lane Cir Storm Sewer Emergency Repairs BPW 260110

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

CIP PROJECT NAME: Drainage Improvements CIP PROJECT NUMBER: CIPST26(07)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 7010.15

RECOMMENDATION:

City Council approval authorizing the Mayor to sign Change Order 1 for damage from run-off downhill from work site in the amount of \$23,142.26 and Change Order 2 for Heimes Construction in the amount of \$21,824.00, for a total amount not to exceed \$44,966.26.

ATTACHMENTS:

- 265406 - CO1 - Additional Scoped Items
- 265406 - CO2 - Mud Removal Neighbor
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Stimac Portmiller*  
*[Signature]*  
*[Signature]*

# Contractor's Summary

**CO - ADDITIONAL SCOPE ITEMS**

Trade: UTILITIES

Name: HEIMES CORP

Project: STORM SEWER REPAIR

Date: 6/22/2026

Sales Tax %: 0.00%

**Scope of Work Description:**

ADDITIONAL SCOPE ITEMS NOT ORIGINALLY PART OF EMERGENCY REPAIR PRICING: SIDEWALK REPLACEMENT (DUE TO WATER MAIN RELOCATION) / SOD INSTALLATION FOR 1507 COBBLESTONE / CUT OFF WALLS PER DETAIL (5) NEEDED:

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
<b>CUT OFF WALL - PER DETAIL (5) TOTAL</b>													
	CONCRETE	CY	10	\$283.86	\$2,838.60								\$2,838.60
	REBAR	LS	5	\$134.00	\$670.00								\$670.00
	FORM LUMBER	LS	5	\$172.00	\$860.00								\$860.00
	EXCAVATOR	HR							EXCAVATOR	15.0	\$215.00	\$3,225.00	\$3,225.00
	LABORERS (3)	HR				\$70.00	90.0	\$6,300.00					\$6,300.00
<b>SIDEWALK REPLACEMENT - SMALL QNTY-CURVED MACKIE</b>													
		SF	160	\$12.80	\$2,048.00								\$2,048.00
<b>SOD REPLACEMENT - 3000 SF</b>													
	LANDSCAPER	SF	3000	\$1.10	\$3,300.00								\$3,300.00
<b>PROPERTY PIN REPLACEMENT 1507/1504 COBBLESTONE</b>													
		LS	1	\$890.00	\$890.00								\$890.00
<b>ADDITIONAL SOIL FROM UNSEEN VOID UNDER PIPE</b>													
		LD	15						IMPORT SOI	15.0	\$130.00	\$1,950.00	\$1,950.00
					\$0.00			\$0.00				\$0.00	\$0.00
<b>SUBTOTALS</b>					\$10,606.60		90.0	\$6,300.00		30.0		\$5,175.00	\$22,081.60

\$ 2,778.72 PER EA

Taxes \$0.00  
 Sub's Mark Up - Materials 10% \$1,060.66  
**Total Cost \$23,142.26**

CHANGE ORDER 1

Page \_\_\_ of \_\_\_

Approved and accepted \_\_\_\_\_

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

# Contractor's Summary

**CO - ADDITIONAL SCOPE ITEMS**

Trade: UTILITIES  
 Name: HEIMES CORP  
 Project: STORM SEWER REPAIR  
 Date: 6/30/2026  
 Sales Tax %: 0.00%

**Scope of Work Description:**

ADDITIONAL SCOPE ITEMS NOT ORIGINALLY PART OF EMERGENCY REPAIR PRICING: MUD REMOVAL FROM SEDIMENT POND AND NEIGHBORING YARD TO THE NORTHWEST

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
<b>POND CLEANING - APPROXIMATELY 260 CY OF MUD</b>													
	EXCAVATOR	HR							EXCAVATOR	12.00	\$215.00	\$2,580.00	\$2,580.00
	TRACK LOADER	HR							TRK LOADER	12.00	\$230.00	\$2,760.00	\$2,760.00
	WHEEL LOADER	HR							LOADER	9.0	\$180.00	\$1,620.00	\$1,620.00
	DUMP TRUCK	HR							TANDEM	26.0	\$130.00	\$3,380.00	\$3,380.00
<b>NEIGHBOR YARD CLEAN UP - APPROXIMATELY 160 CY</b>													
	SKID LOADER	HR							SKID LDR	12.0	\$140.00	\$1,680.00	\$1,680.00
	TURF TRACTOR	HR							TRACTOR	12.0	\$135.00	\$1,620.00	\$1,620.00
	SINGLE AXEL DUMP	HR							SM DUMP	24.0	\$110.00	\$2,640.00	\$2,640.00
	SEED W.MATTING	SY	1400	\$3.60	\$5,040.00								\$5,040.00
					\$0.00			\$0.00				\$0.00	\$0.00
<b>SUBTOTALS</b>					\$5,040.00		0.0	\$0.00		107.0		\$16,280.00	\$21,320.00
												Taxes	\$0.00
												Sub's Mark Up - Materials 10%	\$504.00
												Total Cost	\$21,824.00

CHANGE ORDER 2

Approved and accepted \_\_\_\_\_

Page \_\_\_ of \_\_\_

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

July 1st, 2026

**Administration**

- NC3 project – Working on finalizing development plans.
- United Cities weekly meetings.
- Marketing meeting with Heartland Marketing.
- Meeting with Mike Kaufman CBRE to discuss leases and one extension.
- Museum discussions for both Sarpy and Bellevue entities.
- CEAB Negotiations
- IAFF Negotiations.
- SDLEA meeting
- Downtown development discussion with Gering and architect.
- BPMA Negotiation.
- Met with Barry Rubin regarding TIF projects.
- Met with Senator Ricketts metro delegates to discuss potential areas that need federal assistance.
- Meeting with Christy Auld from Coalition Against Bigger Trucks.
- Meeting with Dan Hoins regarding sewer agency issues.
- Inland Port Authority meeting.
- Meeting with Planning and Offutt regarding prospect.
- Met with Bridge Commission .

Permits:

P & I:

- No report (June numbers will be available next month)

Planning:

- Conducted a pre-app for an industrial development in SE Bellevue
- Compiling CIP/budget information for upcoming public hearings
- Met with NRD to discuss erosion control project in SW Bellevue
- Attended OPPD meeting for leadership to discuss expansion project in Bellevue

**Public Works( See Attached)**

**Library: ( See Attached)**

**Fire: (See Attached)**

**Police ( See Attached)**

CITY OF BELLEVUE  
ADMINISTRATION REPORT

**Finance( See Attached)**



We Influence The World!

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

## Public Works Director's Report

June 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:***

---

- Working with Consultant to develop PW Dept Strategic Plan
- Closing out 2025 Project, Observing 2026 Projects
- Reviewing and preparing projects for 2026/27 Budget Year
- Reviewing various Traffic concerns

### ***Engineering:***

---

- Various project management projects
  - 2026 Concrete Rehab Projects
  - Mission Ave Streetscape Project
  - Haworth Park and Bluff Street Lift Station Project
  - South Sarpy Lift Station/Sewer Project
  - Various Traffic Studies
- Planning and P&I plan review as needed
- Projecting 2027 Projects and getting Proposals for Engineering work

### ***Parks & Recreation:***

---

- Summer Programs Underway
- Playground Inspections and Mulching
- Tree Trimming and Removal as Needed
- Mowing and Spraying Parks
- Summer Maintenance season

***Street Maintenance:***

---

- Repairing signs and facilities damaged in recent windstorms
- Pothole repairs
- Sign and signal repairs
- Concrete repair work
- Crack Sealing
- Street Sweeping

***Waste Water:***

---

- Jetting
- Lift station inspections
- Projects let and awarded
  - CIPP Construction Work mostly completed
  - Bluff Street Lift Station nearing completion
  - Haworth Park Lift Station nearing completion
  - Quail Creek Lift Station under construction
- Prevent maintenance on vehicles

***Fleet:***

---

- Typical City vehicle maintenance
- Annual Maintenance of warm weather equipment
- PM of Winter Equipment
- Assisting departments in purchasing of Capital funded vehicles
- PM work on mowing equipment and trailers
- Misc. Fabrication projects

***Building Maintenance:***

---

- Misc Painting jobs
- Typical maintenance all city facilities
- All pools splash pads and restrooms open for the summer



We Influence The World!

## City of Bellevue

### Library

2206 Longo Dr., Suite 100 • Bellevue, Nebraska • 68005 • 402-293-3157

## Memo

**To:** Jim Ristow, City Administrator

**From:** Julie Dinville, Library Director

**Date:** 6/30/2026

- The library has added 55 new book club kits to the Book Club Kit borrowing program. Twenty-five of those were made possible through donations. The Jolene Bethel Memorial funded 10 new kits. The Friends of the Bellevue Public Library provided monies for two kits, and the remaining donated kits were provided by various clubs which utilize the book club kit service. Due to the number of senior living groups and other clubs' requests, the library has been trying to purchase one large print copy for each kit. There are a total of 255 book club kits available through the library.
- The Bellevue Public Library Advisory Board met for their regular monthly meeting on Wednesday, June 17. Among the agenda items, the Board heard a recap of the 2026 Adult Library Program (ALP) from Laura Mischke, Head of Adult Services, plus Connie Barnard, Adult Services/Technology Librarian, Kristine Woods, Reference Librarian, and Rose Werther, Interlibrary Loan/Adult Services clerk. The Board also approved a new Board Policies Manual and discussed the preliminary details for the annual Nebraska Library Association conference to be held Oct. 14-16 at the La Vista Conference Center.
- The 2026 "Legends and Mythical Creatures" Adult Library Program (ALP), which was held April 19 through May 30, set a new registration record with 1,412 signing up for ALP. There were 1,800 books recorded as read, and 2,720 people attended 191 events. The most popular event was the kickoff celebration on April 19 with 1,050 people attending. This was followed by the quilt show with 356 people taking part. Over 170 people were contacted through outreach events, and 277 people received one of 17 different take-home kits. In addition, the makerspace stayed busy during this time with 367 people attending programs there.
- The library has on display a life-sized fin of a Southern Resident Killer Whale near the fish tank. The library is hosting this special display during the month of June to help the Orca Behavior Institute share information on the dire situation with these whales. Only 75 total remain, and the fin is a model of that of an actual, existing whale named Pooka. The fin is the creation of artist Erica Michels and measures 6 feet, 2 inches. There is a QR code patrons can scan to learn more about the project.
- The Bellevue Library Foundation held a meeting on June 11. The Foundation Board discussed its participation in the ALP kickoff, reviewed makerspace purchases made possible through fundraising efforts and approved purchasing \$300 in additional items for the children's new Tonies collection.
- The door count for the first three days of the Summer Library Program for children and teens was over 600 each day. The Summer Library program runs from June 1 through July 31. The Teen program theme is "Read Between Realms" and the Children's program is "Mythical Creatures & Legends." Both programs have activities, take-home kits, special programs, and reading challenges for participants to enjoy.



# City of Bellevue Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

## Bellevue Fire Department Council Report

Report Date 6/30/2026

### A. General Items:

- QA/QI
- Stroke Committee meeting with BMC this week
- Chest Pain Committee Meeting this week
- Omaha Healthcare Coalition Pharmacy Workgroup meeting next week
- Assigning Metro paramedic students to ride along in July

### B. Training:

- Continue boat training.
- Darling Ingredients tour and familiarization
- Hazmat operation deacon.
- EMS scenarios

### C. Inspections , Fire Prevention and Public Education

#### Plan Reviews:

- Remodel plan review 106 Galvin Rd. S.
- Remodel plan review 10504 S. 15.
- Remodel plan review 1803 Main St.
- Remodel plan review 1420 Harlan Dr.
- Remodel plan review 1003 Lincoln Rd.
- Plan review 11822 S. 36<sup>th</sup> St.
- Fire alarm plan review 14829 Normandy BLVD.
- Inspection of 19 firework stands.



# City of Bellevue

## Fire Department

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### Fire Prevention/Public Education:

- 2 New Smoke and CO detector installs
- 1 Detector battery replacement encounters for elderly citizens
- 5 Whole house detector swap outs.
- 1 detector inspect
- 2 Fire Dept visit with rig show off
- 1 Station Tour
- 2 Honk n Wave's (1 B. Day, 1 school parade)
- 2 Library Visits (1 Story Time, 1 "Coloring with Firefighters")

### D. Calls: May 25<sup>th</sup> through June 29<sup>th</sup>

Fire – 89

Rescue – 515

### E. Ambulance Billing

May 1-31-2026

\$ 360,498.20 in claims sent to health insurance companies May 1-31, 2026 (414 insurance claims).

<\$162,224.19> approximate amount we will have to write off due to mandatory adjustments/write-offs  
(45% of \$360,498.20)

=====

**\$ 198,274.01** the anticipated, approximate net revenue from these insurance billings

### Deposited into Bank:

**\$147,525.97** deposited into the bank May 1-31, 2026

**14,620.29** additional revenue in Credit/Debit/HSA card payments

=====

**\$162,146.26 TOTAL** May 1-31, 2026 rescue fee revenue





# City of Bellevue

## Fire Department

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**\$294,678.72** This figure represents the total “patient responsibility” balance due, as of 05.31.2026 for the past 30-180 days.

### F. Manpower Report Staffing

#### Staffing Report from 5/25/2026 through 5/31/2026

Monday	AM	T21, E41, T31	3 Person	
Monday	PM	E1, T21, E41, T31	3 Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	T21	3 Person	
Thursday	PM	Full		
Friday	AM	Full		
Friday	PM	T21	3 Person	
Saturday	AM	E1, T21, E41, T31	3 Person	
Saturday	PM	T21	3 Person	
Sunday	AM	T31, T21	3 Person	
Sunday	PM	T31, T21	3 Person	

#### Staffing Report from 6/1/2026 through 6/7/2026

Monday	AM	Full		
Monday	PM	T21	3 Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E1, T21, T31	3 Person	
Wednesday	PM	E1, E41, T31	3 Person	
Thursday	AM	E1, E41, T31	3 Person	
Thursday	PM	E1	3 Person	
Friday	AM	T31	3 Person	
Friday	PM	T31, E41	3 Person	
Saturday	AM	E1, E41, T31	3 Person	
Saturday	PM	E1, E41, T31	3 Person	
Sunday	AM	E41 3 Person	T21 Closed	
Sunday	PM	E1, T21, E41, T31	3 Person	



# City of Bellevue

## Fire Department

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### Staffing Report from 6/8/2026 through 6/14/2026

Monday	AM	Full		
Monday	PM	Full		
Tuesday	AM	E1, T21,T31, E41	3 Person	
Tuesday	PM	E41	3 Person	
Wednesday	AM	E1, T21,T31	3 Person	
Wednesday	PM	Full		
Thursday	AM	T31	3 Person	
Thursday	PM	Full		
Friday	AM	Full		
Friday	PM	Full		
Saturday	AM	E1, T21,T31	3 Person	
Saturday	PM	E1, T21,T31	3 Person	EMS Closed
Sunday	AM	E41	3 Person	
Sunday	PM	E41	3 Person	

### Staffing Report from 6/15/2026 through /21/2026

Monday	AM	T31	3 Person	
Monday	PM	Full		
Tuesday	AM	E1, T21,T31, E41	3 Person	
Tuesday	PM	Full		
Wednesday	AM	E41, T31	3 Person	
Wednesday	PM	T31	3 Person	
Thursday	AM	E41, T31	3 Person	
Thursday	PM	E41	3 Person	
Friday	AM	T21, T31	3 Person	
Friday	PM	T31	3 Person	
Saturday	AM	E1 3 Person	T31 Closed	No EMS
Saturday	PM	E1 3 Person	T31 Closed	
Sunday	AM	E1, T21,T31, E41	3 Person	
Sunday	PM	E1, T21,T31, E41	3 Person	



# City of Bellevue

## Fire Department

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### Staffing Report from 6/22/2026 through 6/28/2026

Monday	AM	Full	
Monday	PM	E1	3 Person
Tuesday	AM	E1, T21,T31, E41	3 Person
Tuesday	PM	Full	
Wednesday	AM	E1, T21,E41	3 Person
Wednesday	PM	E1, T21,E41	3 Person
Thursday	AM	E1, T21,T31, E41	3 Person
Thursday	PM	E1, T21,T31, E41	3 Person
Friday	AM	Full	
Friday	PM	Full	
Saturday	AM	E1 3 Person	E41 Closed
Saturday	PM	T21,T31	3 Person
Sunday	AM	E41, E1	3 Person
Sunday	PM	E41, E1	3 Person

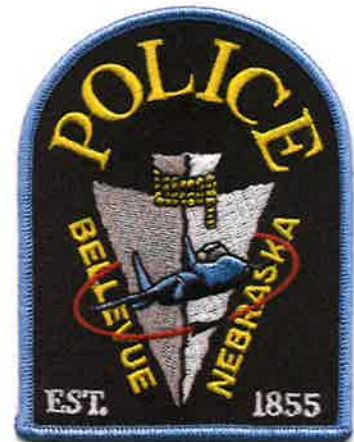
# ***BELLEVUE POLICE DEPARTMENT*** **MEMORANDUM**

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: June 2026 Directors Report

DATE: June 30, 2026



- 6/02 – City Council Meeting
  - Board of Equalization Meeting
  - Sarpy Douglas Law Enforcement Academy Board Meeting
- 6/04 – 6/07 – Bellevue Rocks
- 6/11 – Change of Command Ceremony – 55<sup>th</sup> SF
- 6/16 – City Council (Kirwan)
- 6/18 – FBI National Academy Graduation – Quantico, VA

**Financials**

The City’s Forecast for the 2025-2026 Budget Year, as of June 30, 2026, remains the same as last month, indicating higher overall revenues although Sales Tax, Occupation Tax and other service revenues lagging budgeted amounts. Highway Allocation bond proceeds more than make up the revenue shortfall. Expenditures are expected to be slightly better than budget.

**City of Bellevue**

**2025-2026 Forecast as of June 30, 2026**

	Budget	Preliminary Forecast	Better / (Worse)
Fund Balance (Cash) at 9/30/2025	\$ 45,632,077.25	\$ 52,673,782.19	\$ 7,041,704.94
Plus: FYE2026 Revenues	\$ 197,094,581.00	\$ 204,048,253.00	\$ 6,953,672.00
FYE2026 Total Resources Available	\$ 242,726,658.25	\$ 256,722,035.19	\$ 13,995,376.94
Less: FYE2026 Expenditures	\$ 197,094,581.00	\$ 197,094,579.00	\$ 2.00
Forecasted Balance of Cash Reserves at 9/30/2026	\$ 45,632,077.25	\$ 59,627,456.19	\$ 13,995,378.94

The City currently has \$131,590,000 of outstanding debt (bonds). Of that amount, \$58,790,000 is related to the Bellevue Bay Waterpark project.

**Debt at 3/31/2026**

**Outstanding Principal**

Wastewater Debt (Principal)	730,000.00	
General Obligation Bond Fund Debt (Principal)	47,330,000.00	
General Fund Debt (Principal)	24,740,000.00	
<b>Total Debt of City excluding Waterpark Debt</b>	<b>72,800,000.00</b>	1.13% of valuation
Waterpark Debt (Principal)	58,790,000.00	
<b>Total City of Bellevue Debt (Principal)</b>	<b>131,590,000.00</b>	2.03% of valuation

The City has the following cash balances as of 7/1/2026:

	<u>7/1/2026</u>	<u>7/1/2025</u>
<b>Cash &amp; Cash Equivalents</b>		
General Fund	\$ 29,648,326.89	\$ 21,724,445.45
Solid Waste	\$ 712,210.25	\$ -
Wastewater	\$ 7,304,282.31	\$ 6,987,637.67
Medical Self Funding	\$ 867,940.84	\$ -
Community Betterment	\$ 4,699,232.68	\$ 3,669,935.85
Economic Development	\$ 3,223,669.99	\$ 3,870,488.73
Community Development	\$ 127,599.77	\$ 147,420.01
Law Enforcement Trust	\$ 220,136.99	\$ 128,407.93
Federal Forfeitures	\$ 65,282.59	\$ 122,784.61
Debt Service Fund	\$ 14,802,820.51	\$ 15,100,122.17
<b>Total Cash &amp; Cash Equivalents</b>	<b>\$ 61,671,502.82</b>	<b>\$ 51,751,242.42</b>