

Bellevue City Council Meeting ++ Amended Agenda++

Tuesday, April 21, 2026 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Andrew Diorio, Midlands Baptist Church, 2407 Chandler Road East.
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 April 7, 2026 City Council Minutes.
 2. (*) Acknowledge receipt of March 10, 2026 Tree Board Minutes.
6. APPROVAL OF CLAIMS — April 21, 2026
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES:
 - a. Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "C" Liquor License to sell beer, wine, distilled spirits on and off sale, for Estanislao LLC dba La Cocina Mexican Restaurant located at 3905 Twin Creek Drive, Bellevue, NE 68123, and Estanislao Guterrez-Orelas as Manager. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4206: Request to rezone Lots 1 and 2, R & L Acres, being a replat of part of the Northeast 1/4 of the Northeast 1/4 lying North of La Platte Road, located in Section 29, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RA for the purpose of single-family residential development. Applicants: Kenneth L. & Rhonda L. Gearhart. General Location: 16402 S. 36th Street. (Planning Director)
 1. Small subdivision plat Lots 1 and 2, R & L Acres.
 - b. Ordinance No. 4207: Request to amend Section 2.04, Zoning Ordinance, adding an agritourism definition, and Section 5.05.03, adding agritourism as a conditional use permit in the AG zoning district. Applicant: Tim Colby. (Planning Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4210: Request to approve the detachment of Outlot A, Mora Acres, South 100' of Lot 2, Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Klancy Peterson for Orchard Valley Inc. (Planning Director)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. ++ Ordinance No. 4211: Create Improvement District No. 26-03 - Bike & Trail Renovations - Everett Park and authorize the Mayor to sign. (Public Works Director) **(Staff requests to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)**
 - b. ++ Ordinance No. 4212: Create Improvement District No. 26-04 - Bike & Trail Renovations - Willow Springs Park and authorize the Mayor to sign. (Public Works Director) **(Staff requests to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)**

c. ++ Ordinance No. 4213: Create Improvement District No. 26-05 - 2026 Overlay Projects and authorize the Mayor to sign. (Public Works Director) **(Staff requests to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)**

d. ++ Ordinance No. 4214: Create Improvement District No. 26-06 - 2026 Concrete Project Package 2 and authorize the Mayor to sign. (Public Works Director) **(Staff requests to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)**

e. ++ Ordinance No. 4215: Create Improvement District No. 26-07- 2026 Concrete Projects Package 1 and authorize the Mayor to sign. (Public Works Director) **(Staff requests to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)**

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request for site plan approval for Lot 1, Tregaron Towne Centre Replat Eight, for the purpose of a Centris Federal Credit Union. Applicant: Centris Federal Credit Union. General Location: South 25th Street and Capehart Road. (Planning Director)

b. Request to small subdivision plat Lots 1 and 2, Casart Addition, being a replat of Tax Lot 4A2A and Tax Lot 4A2B. Applicant: Ron Casart. General Location: 4113 Giles Road. (Planning Director)

1. Waiver of Section 6-7(7) and (8), Subdivision Regulations, regarding lot Standards for excessive depth in relation to width and flag lots.

c. Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, May 30, 2026 to September 19, 2026 (with the exception of the weekend of Arrows to Aerospace 2026, if held). (City Clerk)

d. Approval of Event License for Midlands Community Foundation/ Bellevue Community Foundation for Bellevue Rocks Festival on Thursday, June 4, 2026 from 4:00 p.m. to 1:00 a.m.; Friday, June 5, 2026 from 4:00 p.m. to 1:00 a.m.; Saturday, June 6, 2026; from 4:00 p.m. to 1:00 a.m. and Sunday, June 7, 2026 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue. (City Clerk)

1. Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of a Special Designated Liquor License application from Midlands Community Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 4, 2026 from 4:00 p.m. to 1:00 a.m. on Friday, June 5, 2026; Friday, June 5, 2026 from 4:00 p.m. to 1:00 a.m. on Saturday, June 6, 2026; Saturday, June 6, 2026 from 4:00 p.m. to 1:00 a.m. on Sunday, June 7, 2026; and Sunday, June 7, 2026 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue. (City Clerk)

e. Approval of Event License for Midlands Community Foundation/ Bellevue Community Foundation for Bellevue Riverfront Weekend Carnival on Friday, June 12, 2026 from 4:00 p.m. to 1:00 a.m. and Saturday, June 13, 2026 at American Heroes Park, Bellevue. (City Clerk)

15. RESOLUTIONS:

a. Resolution 2026-07: A resolution authorizing the City of Bellevue's participation in the remnant defendant's settlement with six remnant defendants. (Legal)

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with the Bellevue Economic Enhancement Foundation for the Chamber Small Business Assistance Program, in an amount not to exceed \$50,000.00. (CDBG Consultant)

b. Approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with Bellevue Public Schools for the Family Literacy Project, in an amount not to exceed \$20,000.00. (CDBG Consultant)

c. Approval to purchase (2) Ford F250 Trucks from Anderson Ford replacing (2) trucks for the Street Department, in an amount not to exceed \$129,382.27. (Public Works Director)

d. Approve and authorize the Mayor to sign the Professional Services Agreement with JEO Consulting Group, Inc. for the planning of Phase 1 Public Works Facility Campus, in an amount not to exceed \$165,000.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the Professional Services Agreement with SAM, LLC. for MS4 Stormsewer System Mapping, in an amount not to exceed \$195,000.00. (Public Works Director)

f. ++ Approve and authorize the Mayor to sign the Economic Development Agreement with Eaton Corp. to locate their operations into the boundaries of Bellevue and to expand their workforce, in an amount not to exceed \$400,000.00. (Economic & Community Development)
(Tabled to April 21st meeting at April 7th meeting)

g. ++ Approve and authorize the Mayor to sign the Agreement with GovWell Technologies for new building software for a 4-year term beginning May 1, 2026 to May 1, 2030, in an amount not to exceed \$104,900.00 for the first year including implementation fees and \$66,500.00 for each following year. (Chief Building Inspector)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports
(April Report will be attached to May 5th Council Packet)

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b1.
4/21/2026

Bellevue City Council Meeting, April 7, 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 April 7, 2026 at 6:00 p.m. Present were Council Members Kathy Welch, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw. Absent: Don Preister.

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Pastor Peggy Dunston, Bellevue Christian Center, 1400 Harvell Drive, provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Casey, seconded by Burns, to approve the consent agenda consisting of the following items: Approval of the March 17, 2026 City Council Minutes; Acknowledge receipt of March 26, 2026 Planning Commission Minutes; Acknowledge receipt of the Complete Streets Annual Report; and Approve and authorize the Mayor to sign the updated Federal Transit Administration Title IV Program Procedure Agreement. Roll call vote to approve the consent agenda was as follows: Welch, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Preister. Motion carried.

APPROVAL OF CLAIMS:

Motion was made by Burns, seconded by Casey, to approve April 7, 2026 Claims. Roll call vote to approve the motion was as follows: Welch, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Preister. Motion carried.

SPECIAL PRESENTATIONS:

Proclamation declaring April 13, 2025 as "Earth Day" in Bellevue, NE. (Councilman Preister)

Proclamation declaring April 25, 2025 as "Arbor Day" in Bellevue, NE. (Councilman Preister)

Mr. Killian O'Lone, 109 Valley View Drive, and Ms. Isabella Jaskot, 3214 Campbell Court spoke on behalf of Green Bellevue and the environment.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second Reading): NONE

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

Ordinance No. 4206: An ordinance to amend the Official Zoning Map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 16402 S. 36th Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

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Bellevue City Council Meeting, April 7, 2026, Page 2

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

Mr. Denny Whitfield, 2913 Sheridan Road, was present as the Land Surveyor on the development, to answer any questions.

Councilwoman Welch inquired if the parcel is to be divided into half. Mr. Whitfield replied yes. Discussion followed.

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on April 21, 2026.

Small subdivision plat Lots 1 and 2, R & L Acres – No Action Taken

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

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

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

Mr. Tim Colby, 4404 Longview Street, 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.

Mayor Hike stated the third and final reading will be at the Council meeting on April 21, 2026.

ORDINANCES FOR INTRODUCTION (1st reading):

Ord. No. 4210: Request to approve the detachment of Outlot A, Mora Acres, South 100' of Lot 2, Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Klancy Peterson for Orchard Valley Inc. (Planning Director)

Ordinance No. 4210: An ordinance to detach from the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date.

Mayor Hike stated the second reading and public hearing will be at the Council meeting on April 21, 2026.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS:

Resolution 2026-05: Request approval to operate a satellite keno location at the business operated by W & P Enterprise Inc. dba "Pat & Wally's Bar" at 701 Galvin Road S., Bellevue, NE and authorize the Mayor to sign. (City Clerk)

Motion was made by Welch, seconded by Collins, to approve Resolution No. 2026-05: Request approval to operate a satellite keno location at the business operated by W & P Enterprise Inc. dba "Pat & Wally's Bar" at 701 Galvin Road S., Bellevue, NE and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Welch, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Preister. Motion carried.

Resolution 2026-06: Request approval to operate a satellite keno location at the business operated by T Marie LLC dba "Chandler Bar" at 2617 Chandler Road W., Bellevue, NE and authorize the Mayor to sign. (City Clerk)

Motion was made by Collins, seconded by McCaw, to approve Resolution No. 2026-06: Request approval to operate a satellite keno location at the business operated by T Marie LLC dba "Chandler Bar" at 2617 Chandler Road W., Bellevue, NE and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Welch, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Preister. Motion carried.

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Bellevue City Council Meeting, April 7, 2026, Page 3

CURRENT BUSINESS:

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

Motion was made by Collins, seconded by Welch, to approve and authorize the payment of \$32,647.00 for Bellevue's portion of the Sarpy County Crisis Response Case Manager, through Heartland Family Services. Roll call vote to approve the motion was as follows: Welch, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Preister. Motion carried.

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

Motion was made by Casey, seconded by McCaw, approve and authorize the Mayor to sign Amendment No. 2 between the City of Bellevue and HGM Associates for the Library Parking Lot Resurfacing Design in an amount not to exceed \$40,135.00. Roll call vote to approve the motion was as follows: Welch, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Preister. Motion carried.

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

Motion was made by McCaw, seconded by Welch, to approve and authorize the Mayor to sign the acquisition of Temporary Construction and Permanent Easement and Acquisition Contract for TRACT 1, for the WE26(5) Interceptor Sewer and SCCWWA Connection to Structure C project in an amount not to exceed \$21,400.00. Roll call vote to approve the motion was as follows: Welch, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Preister. Motion carried.

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

Motion was made by Casey, seconded by Burns, to approve and authorize the Mayor to sign the agreement between the City of Bellevue and MidWest ROW for College Heights Drainage Improvements Amendment No. 1 in the amount of \$5,775.00. Roll call vote to approve the motion was as follows: Welch, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Preister. Motion carried.

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

Motion was made by McCaw, seconded by Burns, to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Jacobs Engineering Group for College Heights Drainage Improvements Amendment No.1 in the amount of \$38,395.00. Roll call vote to approve the motion was as follows: Welch, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Preister. Motion carried.

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

Motion was made by Collins, seconded by McCaw, to approve and authorize the Mayor to sign the agreement between the City of Bellevue and HDR for Haworth Park Wastewater Collection System Amendment No. 4, not to exceed the amount of \$30,000. Roll call vote to approve the motion was as follows: Welch, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Preister. Motion carried.

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

Motion was made by Casey, seconded by Collins, to approve and authorize the Mayor to sign the License Agreement between the City of Bellevue and NebraskaLink Holdings, LLC. dba OPTK Networks. Roll call vote to approve the motion was as follows: Welch, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Preister. Motion carried.

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

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Bellevue City Council Meeting, April 7, 2026, Page 4

Motion was made by McCaw, seconded by Collins, to approve and authorize the Mayor to sign the work to be done by Trico Mechanical Service, for the Carrier system with one heat pump condensing unit, in an amount not to exceed \$11,288.00. Roll call vote to approve the motion was as follows: Welch, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Preister. Motion carried.

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

Motion was made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign the purchase of two snow plows, with Ty's Outdoor Power and Service, in an amount not to exceed \$21,066.27.

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

Motion was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign and execute the Three-Year Reimbursable Project Proposal with OPPD in an amount not to exceed \$14,000.00, to provide new services for American Heroes Park Lift Station. Roll call vote to approve the motion was as follows: Welch, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Preister. Motion carried.

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

Motion was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the Modification and Amendment of Easement Agreement and Encroachment Agreement with Northern Natural Gas. Roll call vote to approve the motion was as follows: Welch, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign the Economic Development Agreement with Eaton Corp. to locate their operations into the boundaries of Bellevue and to expand their workforce, in an amount not to exceed \$400,000.00. (Economic & Community Development)

Motion was made by Welch, seconded by Collins, to table until April 21, 2026 to approve and authorize the Mayor to sign the Economic Development Agreement with Eaton Corp. to locate their operations into the boundaries of Bellevue and to expand their workforce, in an amount not to exceed \$400,000.00. Roll call vote to approve the motion was as follows: Welch, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Preister. Motion carried.

ADMINISTRATION REPORTS:

Comments must be limited to items on the current Reports ([March reports attached](#))

Councilman Casey initiated conversation on the on-site visit with the museum. Mr. Ristow provided a summary of the meeting. Discussion followed.

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 6:46 p.m.

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

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the City Council on April 7, 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

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Bellevue City Council Meeting, April 7, 2026, Page 5

available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk



City of Bellevue
Tree Board Minutes
March 10, 2026

Attendance – Members present were Don Preister; Tom Mruz; Kay Hegler; Kathy Radosta; Nancy Scott; and Deborah Woracek. Scott Evans was excused and Rob Clatterbuck was absent. Tom Mruz presided at the meeting

Volunteer hours and miles - Deborah had a hard copy of the hours and miles file available for people to update their contributions. **She will post the hours and miles for today's meeting for all who were present.**

Approve Minutes of February 10, 2026, meeting – Kathy Radosta made a motion to approve the minutes of the Feb. 10, 2026, meeting, Kay Hegler seconded the motion. All present approved. **Deborah will send them to the City of Bellevue to be filed.**

Park report –Jim Shada was not present at the meeting. Don said he had not heard from Jim. Kathy reported that she contacted Jim about a cracked Osage Orange tree in Looking Glass Park. She said that in less than a week the dangerous tree had been cut down and the stump was removed. **Don suggested that Deborah send an email to invite Jim to any upcoming meetings.**

Old Business:

Year End Report update – Don commended Nancy on her presentation of the Year End Report to the Bellevue City Council. She illustrated the report with photos of most

of our activities for the year. The report outlined an impressive year for the Tree Board. Nancy and Don were thanked for their work on the report.

Arbor Day – Don reported that he has ordered the official proclamations for this year's schools. Kay added that she is in contact with Logan Fontenelle Middle School and Wake Robin Elementary schools. She said they both are interested. Don reminded us Leonard Lawrence also has contacted us and would like 2 trees planted this year. Kay asked if the schools have a choice of species of trees. **Don will get the list of available trees to her.** He mentioned the schools will need to make arrangements for watering the new trees all summer. **Kay will contact the schools to set up dates, preferably at the end of April or in early May.**

Earth Day – Kathy presented several of her items she made for our event tables to be used at Earth Day, etc. The QR code on our new a-frame display leads you to the resources page for the Arbor Day Foundation. **She recommended that all members of the Board become familiar with those resources to better answer any questions that come up at our events.** She also had great cards with questions and answers to pique the interest of the public when they visit our table. A discussion followed with input from several members of the Board. Kathy feels we should also include a giveaway at our events. One of her questions is about paper towels and how they are detrimental to the environment when they are thrown away after one use. Kathy reminded the Board that Kay has made flannel washable towels to use at her home and **she is willing to make some to giveaway. Kathy brought material that she purchased for this purpose.** Her cards to be used to start conversations with the public were well received by all on the Board. Kathy will make another QR code to link to the Native Trees of Nebraska lists from Plant Nebraska website. Kathy mentioned she would like stickers to hand out. Nancy said she discovered that Victoria Bogatz made the stickers that she had handed out at Green Bellevue's Native Plants 101 series. **Nancy will check with Victoria about how to do that. Deborah said she will check on tree stickers she found on Amazon and will give the information to Kathy.**

Kathy was thanked for all her hard work to build us a professional event table space. **Kathy will bring final copies of the items to the April meeting.**

The upcoming Earth Day events were then discussed for member attendance. The Bellevue Event is April 19 at Bellevue University from 12:30-3:30 with a set up time of about 11:45. **Don will be at the event in another place but can help. Tom will be at the table. Nancy will also be at the event but possibly at the Bee table. Kay and Deborah will be at Bellevue Public Library's Family Event to kick off the summer. They will have another Tree Board table. Kathy will be out-of-town.**

The Omaha Earth Day event will be held in Elmwood Park on April 25 from 11-4 with a set up time of 10:30.

Don will set up our display Tom, Kathy and Nancy will be there all day, and Kay will come in the afternoon.

Tree Memorial Dedication – Don has sent the draft for the sign to the proper department and is waiting to have the QR code added to it. Once that is in place and the sign is up in Banner Park then we will have the dedication ceremony. He hopes this can be early summer. Any additional Memorials needed for Sarpy County Veterans and First Responders will be placed in additional locations.

The Tree Festival to give away 100 trees is tabled at this point.

Roles of Tree Board members Deborah emailed copies of the roles documents to not use more paper. All agreed the documents did not need editing at this time. Don then reminded all that we will hold the official election in April at our regular meeting and for all present to think about who should fill the necessary posts.

Bellevue Public Library upcoming events:

May 26 - Kay announced that this is the date of another plant swap like the one held in the winter where our event table was very well received. **Kay will verify it and email the Board details as they are announced.**

New Business

Elections will be held at our April meeting on April 14, 2026.

Kathy had also brought the old tri-fold displays that were previously used at any event. **It was decided that Don will archive the displays in his garage.**

Dates/times of future meetings – It was decided to continue to have the monthly meetings at 9am on the second Tuesday of the month.

Don went over what hours and miles should be entered on Deborah's Excell file for the annual report and which hours can be listed for Growth Points training points. **Those should be sent to Don with the date and the name of the presenter for each session included.**

Kay made a motion that we adjourn the meeting. Kathy seconded the motion. All present voted in favor of the motion. Next meeting will be April 14, 2026 at 9 am.. **All members**

who attend this meeting are requested to wear their polo shirts with the Tree Board logo!!

Respectfully submitted,
Deborah L. Woracek, Secretary
Bellevue Tree Board

Tentative agenda for April 14, 2026

Attendance
Volunteer Hours
Approve the March 10,2026 minutes
Park Report – Jim
Old Business
Arbor Day
Earth Day
Stickers or other give aways
Forest bathing Event
Clean up days & mulching days
Bellevue 411 articles
Election of officers
New or returning Board Members
Renewing the Board to the City Council
LIDAR webinar review
New Business
American Reforestation Initiative tree give away
Tree City USA Growth Award status
Tree Festival
Winter projects for next winter

MINUTE RECORD

6.
4/21/2026

CLAIMS FOR 2026/04/21 COUNCIL MEETING

PAGE 1

MAYOR

| | | |
|---------------|----------------------------------|-----------------|
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 43.22 |
| | | <u>\$ 43.22</u> |

CITY ADMINISTRATOR

| | | |
|--|--|------------------|
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 86.44 |
| BLACK HILLS ENERGY | 2026/03/02-03/31 MONTHLY SERVICE | 51.90 |
| CAPITAL BUSINESS SYSTEMS, INC | 2026/02/20-03/19 COPIER EXPENSE | 73.14 |
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 31.58 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE307746 | 87.60 |
| JIMMY JOHNS | PC-LUNCH MEETING FOR PRAIRIE FARM | 85.38 |
| NEBRASKA CHAMBER OF COMMERCE & OMAHA WORLD HERALD | PC-REGISTRATION FOR GO BIG FUTURE LAUNCH | 150.00 |
| OPENAI | PC-2026/01/30-02/30 DIGITAL SUBSCRIPTION | 19.99 |
| TOMMY'S EXPRESS - BELLEVUE | PC-2026/01/30-02/28 SUBSCRIPTION | 20.00 |
| UNITED OF OMAHA LIFE INSURANCE CO | PC-CAR WASH | 10.70 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 85.26 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 33.29 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 65.91 |
| WSJ/BARRONS SUBSCRIPTION | PC-2026/01/14 SUBSCRIPTION | 58.84 |
| | | <u>\$ 860.03</u> |

CITY COUNCIL

| | | |
|-----------------------------------|------------------------------|-----------------|
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 28.42 |
| | | <u>\$ 28.42</u> |

LEGAL

| | | |
|-----------------------------------|---|--------------------|
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 129.66 |
| BLACK HILLS ENERGY | 2026/03/02-03/31 MONTHLY SERVICE | 9.16 |
| CAPITAL BUSINESS SYSTEMS, INC | 2026/02/07-03/06 COPIER EXPENSE | 24.66 |
| CLERK OF THE SUPREME COURT | PC-2026/01/01-12/31 MEMBERSHIP | 98.00 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE307746 | 15.46 |
| LEAGUE OF NEBRASKA MUNICIPALITIES | PC-REGISTRATION FOR CONFERENCE-BATAILLON, KING, WILLIS | 1,230.00 |
| NEBRASKA STATE BAR ASSOCIATION | PC-2026/01/01-12/31 MEMBERSHIP-WILLIS | 295.00 |
| THOMSON REUTERS - WEST | PC-2026/01/31M ONLINE SOFTWARE SUBSCRIPTION | 636.00 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 85.26 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 33.97 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 60.60 |
| | | <u>\$ 2,617.77</u> |

CABLE ADVISORY

| | | |
|-----------------------------------|------------------------------------|------------------|
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 43.22 |
| BLACK HILLS ENERGY | 2026/03/02-03/31 MONTHLY SERVICE | 45.79 |
| COX BUSINESS SERVICES | 2026/03/19-04/18 MONTHLY SERVICE | 9.04 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE307746 | 77.29 |
| SCOTT WELCH | PC-2026/02/28M MONTHLY WEB HOSTING | 125.00 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 56.84 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 20.86 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 28.90 |
| | | <u>\$ 406.94</u> |

CITY CLERK

| | | |
|-----------------------------------|--|--------------------|
| BLACK HILLS ENERGY | 2026/03/02-03/31 MONTHLY SERVICE | 79.37 |
| CAPITAL BUSINESS SYSTEMS, INC | 2026/02/26-03/25 COPIER EXPENSE | 182.58 |
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 15.79 |
| COLUMN SOFTWARE, PBC | PC-CLAIMS ADS, NOTICE OF LIQUOR RENEWALS | 1,064.08 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE307746 | 133.97 |
| ONE SOURCE | PC-BACKGROUND CHECKS | 22.00 |
| SPARQ DATA SOLUTIONS, INC | 2026/04/01-2027/03/31 SPARQ SUBSCRIPTION | 4,250.00 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 56.84 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 21.66 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 29.43 |
| | | <u>\$ 5,855.72</u> |

MINUTE RECORD

CLAIMS FOR 2026/04/21 COUNCIL MEETING

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FINANCE

| | | |
|-----------------------------------|---|--------------------|
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 199.42 |
| AATRIX EFILE CENTER | PC-2025/01/01-12/31 FILING OF 1099 NEC | 175.69 |
| AMAZON.COM, LLC | PC-BALLPOINT PENS, ELEC STAPLER CARTRIDGES, STAPLES, UNDERDESK KEYBOARDS | 478.13 |
| BLACK HILLS ENERGY | 2026/03/02-03/31 MONTHLY SERVICE | 67.16 |
| CAPITAL BUSINESS SYSTEMS, INC | 2026/02/20-03/19 COPIER EXPENSE | 309.35 |
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 15.79 |
| DVORAK LAW GROUP | 2026/02/28 PROFESSIONAL SERVICES-AUDIT LETTERS | 434.50 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE307746 | 113.36 |
| INFOSAFE SHREDDING | ON-SITE SHREDDING SERVICE | 30.00 |
| LEAGUE OF NEBRASKA MUNICIPALITIES | PC-LEAGUE OF NEB MUNICIPALITIES | 410.00 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 360.38 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 81.40 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 118.15 |
| | | \$ 2,793.33 |

LIBRARY

| | | |
|-----------------------------------|--|---------------------|
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | |
| ABE BOOKS | PC-BOOK | 31.47 |
| AMAZON.COM, LLC | PC-BOOKPLATES, COPY PAPER, OFFICE SUPPLIES, BOOKS, PROGRAM SUPPLIES, DVD'S, SHIRTS, SIGN HOLDERS, BATTERY TESTER | 2,669.58 |
| CAPITAL BUSINESS SYSTEMS, INC | 2026/02/28-03/30 COPIER EXPENSE | 176.17 |
| CENGAGE LEARNING, INC | BOOKS | 115.16 |
| CENTER POINT LARGE PRINT | LARGE PRINT BOOKS | 408.40 |
| COLUMN SOFTWARE, PBC | PC-LEGAL AD | 18.00 |
| CURTIS MORK | 2026/06/27 LEGO PRESENTATION | 250.00 |
| DEMCO | PC-BOOK JACKETS | 664.46 |
| HOSTGATOR.COM | PC-2026/01/26-02/25 MONTHLY DOMAIN MAINTENANCE | 87.99 |
| INDOFF, INC | COPY PAPER | 163.98 |
| INGRAM LIBRARY SERVICES LLC | BOOKS | 2,229.87 |
| MATRIX BUSINESS SYSTEMS INC | 2026/03/01-03/28 COPIER EXPENSE | 26.58 |
| NEBRASKA LIBRARY COMMISSION | 2026/07/01-2027/06/30 EBSCO CONSUMER REPORTS SUBSCRIPTION | 3,011.00 |
| OMAHA WORLD HERALD | PC-2026/02/06-2027/02/06 52 WEEK SUBSCRIPTION | 1,023.99 |
| QUADIENT FINANCE USA, INC | 2026/03/31M LIBRARY NEOSHIPS | 926.46 |
| RUFF WATERS, INC | 2026/03/31M AQUARIUM MAINTENANCE | 240.00 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 255.78 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 79.12 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 106.00 |
| WALMART SUPERCENTER | PC-CUPS, CAN OPENER, WATER, BAGS, PROGRAM SUPPLIES | 68.54 |
| | | \$ 12,552.55 |

ADMINISTRIVE SERVICES/PERSONNEL

| | | |
|-----------------------------------|--|--------------------|
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 129.66 |
| BLACK HILLS ENERGY | 2026/03/02-03/31 MONTHLY SERVICE | 51.90 |
| CAPITAL BUSINESS SYSTEMS, INC | NEW CANON COPIER C3926i | 4,875.00 |
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 15.79 |
| FEDERAL EXPRESS CORPORATION | PC-MAILING CHARGE FOR CIVIL SERVICE | 14.36 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE307746 | 87.59 |
| INSTITUTE FOR COMMUNITY ALLIANCES | 2023/11/01-2024/10/31 HMIS AGENCY & USER LICENSE FEES | 470.00 |
| INTEGRATED CARE, LLC | DURG SCREEN | 50.00 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/20-03/23 MONTHLY SERVICE | 232.08 |
| SIMPLIVERIFIED, LLC | BACKGROUND CHECKS | 136.00 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 227.36 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 74.31 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 101.61 |
| WALMART SUPERCENTER | PC-TESTING SUPPLIES | 33.64 |
| | | \$ 6,499.30 |

MINUTE RECORD

CLAIMS FOR 2026/04/21 COUNCIL MEETING

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CODE ENFORCEMENT

| | | |
|-----------------------------------|--|-----------------|
| AMAZON.COM, LLC | PC-WIRELESS HEADSETS (2), DELL MONITORS (2), SCANNER | 1,250.68 |
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 216.10 |
| BLACK HILLS ENERGY | 2026/03/02-03/31 MONTHLY SERVICE | 6.39 |
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 15.79 |
| CROW LAWN CARE LLC | 2026/02/19-03/26 CODE ENFORCEMENT CLEANUP | 950.00 |
| DARRYL KUHLMAN | REIMB CDL FEE | 64.00 |
| EASYBADGES, LLC | UPGRADE SYSTEM FOR BADGE PRINTER | 550.00 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE195089 | 9.64 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 198.94 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 62.02 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 78.59 |
| | | <hr/> |
| | | 3,402.15 |

PUBLIC WORKS

| | | |
|---|--|------------------|
| AMAZON.COM, LLC | PC-FILE FOLDERS, PENS, LAPTOP CHARGER, WEBCAM | 134.59 |
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 462.02 |
| BLACK HILLS ENERGY | 2026/03/02-03/31 MONTHLY SERVICE | 10.74 |
| CAPITAL BUSINESS SYSTEMS, INC | 2026/02/22-03/21 COPIER EXPENSE | 82.53 |
| CARHARTT, INC | PC-CREDIT FOR TAXES | (10.72) |
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 31.58 |
| COLUMN SOFTWARE, PBC | PC-LEGAL AD | 48.54 |
| HDR ENGINEERING, INC | BPW 240603-SCWWA CONNECTION EVAL 2026/02/22-03/28 | 11,805.67 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE195089 | 16.20 |
| JEO CONSULTING GROUP, INC | BPW 250803-QUAIL CREEK DAM THROUGH 2026/03/20 | 2,266.25 |
| JOHN KRAGER | REIMB MILEAGE FOR CONFERENCE | 42.34 |
| NEBRASKA CONCRETE & AGGREGATES ASSOCIATES | PC-CREDIT-CONCRETE PAVING WORKSHOP-ADEKUNLE | (397.64) |
| NORTH AMERICAN SAFETY, INC | PC-HI VIZ SWEATSHIRTS, SCREEN PRINT | 363.96 |
| ONE CALL CONCEPTS | 2026/03/31M LOCATES | 1,571.62 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 170.52 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 59.74 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 98.16 |
| | | <hr/> |
| | | 16,756.10 |

PARKS

| | | |
|----------------------------------|--|----------|
| AMAZON.COM, LLC | PC-PAPER COFFEE CUPS | 80.15 |
| A-RELIEF SERVICES | 2026/03/01-03/28 PORTABLE RESTROOMS-SWANSON PARK | 199.00 |
| A-RELIEF SERVICES | 2026/03/09-04/05 PORTABLE RESTROOMS-BICYCLE CLUB | 103.00 |
| A-RELIEF SERVICES | 2026/03/09-04/05 PORTABLE RESTROOMS-HAWORTH PARK | 103.00 |
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 83.76 |
| BLACK HILLS ENERGY | 2026/03/02-03/31 MONTHLY SERVICE | 200.54 |
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 15.79 |
| COX BUSINESS SERVICES | 2026/03/31M MONTHLY SERVICE | 107.39 |
| HD SUPPLY FACILITIES MAINTENANCE | JANITORIAL SUPPLIES | 136.88 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE392127 | 0.00 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE697770 | 250.10 |
| HOME DEPOT | PC-WIPER BLADES, DRAIN CLEANER | 116.15 |
| HUGHES TREE SERVICE | TREE REMOVAL-8700 S 48TH ST FAULKLAND HTS | 4,500.00 |
| HUGHES TREE SERVICE | TREE REMOVAL-2502 PAYNE DR | 4,950.00 |
| J & J SMALL ENGINE SERVICE | PC-ADVANCECUT SAW CHAINS | 46.64 |
| MENARDS | PC-GRINDER ADAPTER, PIN WRENCH, RUST REMOVER, SPRAY PAINT, REFLECTOR TAPE, | 616.67 |
| NEBRASKA RECREATION AND PARK | PC-2026/01/01-12/31 MEMBERSHIP-SHADA | 70.00 |

MINUTE RECORD

CLAIMS FOR 2026/04/21 COUNCIL MEETING

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PARKS (cont'd)

| | | |
|-----------------------------------|-------------------------------------|---------------------|
| OMAHA PUBLIC POWER DISTRICT | 2026/02/02-03/03 MONTHLY SERVICE | 94.64 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/11-03/12 MONTHLY SERVICE | 1,072.65 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/20-03/23 MONTHLY SERVICE | 48.52 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/23-03/24 MONTHLY SERVICE | 582.74 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/24-03/26 MONTHLY SERVICE | 73.71 |
| SHERWIN WILLIAMS CO | PC-TRAILER PAINT | 705.00 |
| SITEONE LANDSCAPE SUPPLY | SEED BLEND, GRANULAR SOIL AMENDMENT | 2,821.16 |
| SITEONE LANDSCAPE SUPPLY | POLY SADDLE TEE | 13.45 |
| THE HOME DEPOT | PC-8PC SHOCKWAVE, 74PC SHOCKWAVE | 86.77 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 312.62 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 83.11 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 102.26 |
| WESTLAKE ACE HARDWARE | PC-PAILS, GRINDER WHEEL, DROP CLOTH | 39.54 |
| | | \$ 17,615.24 |

RECREATION

| | | |
|-----------------------------------|---------------------------------------|--------------------|
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 126.98 |
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 94.74 |
| COX BUSINESS SERVICES | 2026/03/31M MONTHLY SERVICE | 83.39 |
| MIDWEST IMPRESSIONS | FLAG FOOTBALL JERSEYS, SOCCER JERSEYS | 4,481.60 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/02-03/03 MONTHLY SERVICE | 52.96 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/11-03/12 MONTHLY SERVICE | 243.44 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/20-03/23 MONTHLY SERVICE | 266.59 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/23-03/24 MONTHLY SERVICE | 34.94 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 85.26 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 17.78 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 31.59 |
| | | \$ 5,519.27 |

FACILITY MAINTENANCE

| | | |
|-----------------------------------|---|-----------|
| AMAZON.COM, LLC | PC-FAUCET CONTROL SENSOR, FAUCET VALVE | 217.62 |
| ANDERSON FORD | 2026 FORD F-350 VIN #1FDRF3HT4TED72126 | 81,091.00 |
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 86.44 |
| BLACK HILLS ENERGY | 2026/03/02-03/31 MONTHLY SERVICE | 787.77 |
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 47.37 |
| CERRIS SYSTEMS NORTH CENTRAL, INC | ERV#3 MOTOR REPLACEMENT-LABOR | 1,061.00 |
| COX BUSINESS SERVICES | 2026/03/31M MONTHLY SERVICE | 107.39 |
| DAY ELECTRIC SERVICE, INC | REPAIR EXIT LIGHTS, INSTALL OUTLETS ON ROOF OF BUILDINGS | 8,562.69 |
| DUKE RENTALS | PC-ANNUAL SCISSOR LIFT SERVICE | 962.65 |
| ECHO GROUP, INC | PC-PHOTOCONTROL EYES, BALLASTS-DIST 1 | 168.27 |
| FERGUSON ENTERPRISES #227 | PC-PLUMBING SUPPLIES, VALVE, DRAIN CLEANER | 327.67 |
| FILTER SHOP | PC-FILTERS | 486.70 |
| GRAINGER | PC-VACUUM BAG-LIBRARY | 63.67 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE173904 | 85.72 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE185987 | 28.73 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE197090 | 0.00 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE387012 | 174.74 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE531772 | 98.91 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE537731 | 27.79 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 ILA057815 | 37.68 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 ILA068052 | 69.71 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 ILA072249 | 0.00 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 NGM351570 | 13.66 |
| IDEAL PURE WATER COMPANY | BOTTLED WATER, COOLE RENTAL | 33.50 |
| JACKSON SERVICES, INC | DOOR MAT SERVICE-CITY BUILDINGS | 150.82 |
| MENARDS | PC-ENGINE STARTING FLUID, BALLASTS, BATTERIES, BRAKLEEN CLEANER, CIRCUIT BREAKER, FIBERGLAS, PRIMER, STEP LADDER, UTILITY HEATER, FILTERS, SWITCHES, AERATORS | 835.13 |
| OMAHA DOOR & WINDOW COMPANY, INC | PC-QUICK DISCON ARM - DIST 3, SAFETY EYE - DIST 1 | 310.12 |

MINUTE RECORD

CLAIMS FOR 2026/04/21 COUNCIL MEETING

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FACILITY MAINTENANCE (cont'd)

| | | |
|-----------------------------------|--|----------------------|
| OMAHA PUBLIC POWER DISTRICT | 2026/02/11-03/12 MONTHLY SERVICE | 857.03 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/20-03/23 MONTHLY SERVICE | 180.46 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/23-03/24 MONTHLY SERVICE | 39.84 |
| OVERHEAD DOOR CO OF OMAHA | REPLACEMENT SPRINGS, ADJUSTMENT, CABLE | 1,408.00 |
| SHERWIN WILLIAMS CO | PC-PAINT-PD | 322.29 |
| STEVE'S FLOOR COVERINGS, INC | CARPET SQUARES-DIST 1 | 1,245.00 |
| SUN VALLEY LANDSCAPING | PRAIRIE MAINTENANCE 1510 WALL ST | 1,273.00 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 255.78 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 71.82 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 90.71 |
| WESTLAKE ACE HARDWARE | PC-BATTERIES-SOUTH SHOP | 13.99 |
| | | \$ 101,594.67 |

CEMETERY

| | | |
|-----------------------------------|--|----------------------|
| AMAZON.COM, LLC | PC-TWIN POCKET FOLDERS | 13.05 |
| ANDERSON FORD | 2026 FORD F-350 SNOW PLOW VIN #1FT8W3BT4TED74001 | 61,495.00 |
| ANDERSON FORD | 2026 FORD F-550 DUMP TRUCK VIN #1FDUF5HT4TDA10793 | 84,115.00 |
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 43.22 |
| BLACK HILLS ENERGY | 2026/03/02-03/31 MONTHLY SERVICE | 150.93 |
| CAPITAL BUSINESS SYSTEMS, INC | 2026/04/06-05/05 COPIER EXPENSE | 17.51 |
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 12.55 |
| SARPY COUNTY TREASURER | VEHICLE REGISTRATION | 15.00 |
| COX BUSINESS SERVICES | 2026/03/31M MONTHLY SERVICE | 175.38 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE147557 | 0.00 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE213015 | 0.00 |
| MENARDS | PC-DRILL BIT SET | 23.79 |
| NEBRASKA FURNITURE MART | PC-DESK CHAIRS | 479.98 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/20-03/23 MONTHLY SERVICE | 1,174.92 |
| THE SPECIAL RESTAURANT | PC-CHARGES REIMB BY ROBERT GUE ON 2/12/26 | 18.17 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 85.26 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 23.14 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 28.74 |
| WESTLAKE ACE HARDWARE | PC-BATTERIES, SHOVELS, SPADE | 131.96 |
| | | \$ 148,003.60 |

STREETS

| | | |
|-------------------------------|--|------------|
| AMAZON.COM, LLC | PC-TONER CARTRIDGES, NOTEPADS, BATTERIES | 274.01 |
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 256.64 |
| AVERY RENTS | PROPANE | 31.85 |
| BLACK HILLS ENERGY | 2026/03/02-03/31 MONTHLY SERVICE | 389.40 |
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 78.95 |
| COX BUSINESS SERVICES | 2026/03/31M MONTHLY SERVICE | 274.17 |
| DREFS TREE SERVICE | CUT DOWN TREES-25 JOSEPHINE ST W | 5,100.00 |
| HDR ENGINEERING, INC | BPW 240501-PRAIRIE HILL DEV-INFRASTRUCTURE 2026/02/22-03/28 | 6,326.28 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE231905 | 187.46 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE642709 | 248.22 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE697769 | 133.29 |
| HELENA AGRI-ENTERPRISES LLC | ROUNDUP PRO CONCENTRATE, SPRAY | 2,467.25 |
| INDEPENDENT SALT CO | ICE CONTROL SALT | 20,306.26 |
| JACOBS ENGINEERING GROUP, INC | BPW 240124-WHITTED CREEK 2026/01/24-02/20 | 36,710.92 |
| JACOBS ENGINEERING GROUP, INC | BPW 250301-QUAIL CREEK REHAB 2026/01/24- 02/20 | 22,017.01 |
| MARTIN ASPHALT | BULK ASPHALT TACK | 460.00 |
| MENARDS | PC-REPAIR MAILBOX DAMAGED BY SNOW PLOW | 15.99 |
| MIDWEST FENCE | MOBILIZATION, REPAIR SRT-350 | 2,000.00 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/02-03/03 MONTHLY SERVICE | 131.80 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/11-03/12 MONTHLY SERVICE | 844.91 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/19-03/20 MONTHLY SERVICE | 160.58 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/20-03/23 MONTHLY SERVICE | 44.46 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/23-03/24 MONTHLY SERVICE | 761.25 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/24-03/26 MONTHLY SERVICE | 13,517.60 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/26-03/30 MONTHLY SERVICE | 104,609.80 |
| OMAHA PUBLIC POWER DISTRICT | 2026/01/14 REPLACE STREET LIGHT NEAR HWY 75 & NORMANDY | 4,744.61 |

MINUTE RECORD

CLAIMS FOR 2026/04/21 COUNCIL MEETING

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STREETS (cont'd)

| | | |
|-----------------------------------|---------------------------------------|----------------------|
| READY MIXED CONCRETE COMPANY | CONCRETE | 19,548.33 |
| SAI INTERNATIONAL, INC | PC-2026/02/03-2027/02/02 SUBSCRIPTION | 831.99 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 852.60 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 267.19 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 338.95 |
| | | \$ 243,931.77 |

FLEET MAINTENANCE

| | | |
|---|--|----------|
| 4DTECH | PC-START/STOP ELIMINATOR | 182.18 |
| 911 CUSTOM, LLC | PC-CANPORT KIT, I/O BOARD ASSEMBLY, SPOT | 683.51 |
| 911 CUSTOM, LLC | MOUNT LIGHTS ON NEW CRUISER, SIREN SYSTEM, WINDOW BARS | 4,108.73 |
| AA WHEEL & TRUCK SUPPLY, INC | ELEC MANUAL ADJ, SHACKLES, LOCK NUTS, DOUBLE KEYS, BRAKE ADJUSTMENT, REPLACEMENT CABLE AND PINS | 699.28 |
| ACRE TECHNOLOGIES | PC-BATTERY CHARGERS FOR DELL TABLETS | 220.00 |
| AGRIVISION EQUIPMENT GROUP | PC-CHAIN LOOP, CLUTCH, DRUM, OIL | 246.35 |
| AMAZON.COM, LLC | PC-BOAT ROCKER TOGGLE SWITCH, FLOORLINERS, COPPER WIRE, BRAKE ROTORS, TONER FOR PRINTER, WIPTES, BALL BEARINGS, GASKETS, PREBENT PIPE, CLAMPS, SPARK PLUGS, AXLE, SUSPENSION CONTROL ARM, STRUT ASSEMBLY, FRONT LINER, LOW PROFILE LED | 2,180.42 |
| ARNOLD MOTOR SUPPLY | 2026/02/22-03/21 MONTHLY SERVICE | 118.54 |
| AT&T MOBILITY | TOW CHARGES-UNIT 609, PA 558 | 250.00 |
| AUTO BODY AUTHORITY | TRAILER PLUGS, FUSES, BEARINGS, SHOCKS, HOSE FITTINGS, PULLEY, BELT TENSIONER | 697.75 |
| AUTOMOTIVE WAREHOUSE DIST, INC | TIRES, ALIGNMENTS | 3,951.36 |
| BAUER BUILT TIRE & SERVICE | SEAL, PRESSURE SENSOR, REAR SHOCKS, ROTOR ASSEMBLY, WIRING HARNESS, RUNNING BOARDS, BUMPER, POLE HITCH | 2,337.89 |
| BAXTER FORD OF OMAHA | 2026/03/02-03/31 MONTHLY SERVICE | 244.10 |
| BLACK HILLS ENERGY | PC-WIPER ARM AND BLADE | 147.12 |
| BOBCAT OF OMAHA | 2026/02/20-03/19 COPIER EXPENSE | 80.43 |
| CAPITAL BUSINESS SYSTEMS, INC | 2026/03/22-04/21 MONTHLY SERVICE | 47.37 |
| CENTURY LINK | 2026/03/31M MONTHLY SERVICE | 107.39 |
| COX BUSINESS SERVICES | PIPE BUSHING FOR SPRAYER, BOOMLESS | 179.20 |
| DULTMEIER SALES LLC | STARTER MOTOR ASSEMBLY, STARTER MOTOR ASSEMBLY, FUEL TANK CAP | 246.65 |
| FACTORY MOTOR PARTS CO | REAR BRAKE ASSEMBLY | 16.07 |
| FLEET PRIDE | WINDSHIELD REPAIR | 45.90 |
| GALVIN GLASS | PC-TIRES | 1,548.00 |
| GRAHAM TIRE COMPANY | LEVEL GAUGE | 160.86 |
| GRAINGER | 2026/03/02-2026/03/31 BHE262116 | 328.76 |
| HEARTLAND NATURAL GAS LLC | BOTTLED WATER, COOLER RENTAL | 78.00 |
| IDEAL PURE WATER COMPANY | BATTERIES | 612.01 |
| INTERSTATE BATTERIES | PC-FUEL SUPPLEMENT, SLACK ADJUSTER, PURGE VALVE, DRYER CARTRIDGE | 646.91 |
| JIM HAWK TRUCK TRAILERS | PC-PIPE CAPS, HEX HEAD PLUGS, VALVES, FUEL HOSE, SEALS, GAUGE | 487.19 |
| KRIHA FLUID POWER CO | PC-CAB LATCH ASSY, DOOR CABLE, INDICATOR LIGHTS, VAPORATOR, LOUVER | 417.45 |
| MACQUEEN EQUIPMENT, LLC | A/C MACHINE O2 SENSOR | 723.95 |
| MARKING REFRIGERATION, INC | PC-STAINLESS STEEL CARRIAGE BOLTS, PAN HEADS, SCREWS | 98.76 |
| MCMASTER-CARR SUPPLY COMPANY | PC-BLACK NIPPLE, COUPLING, ELBOWS, CLEVIS, SPONGES, BATTERIES | 162.25 |
| MENARDS | PC-FORM CUTTING EDGES RH & LH | 1,411.64 |
| MICHAEL TODD INDUSTRIAL SUPPLY | PC-4 WHEEL ALIGNMENT | 125.00 |
| MIDLANDS AUTO REPAIR | MARKER REPAIR STEEL ROUND AND ANGLE | 140.00 |
| MILLARD METAL SERVICES | PC-BREATHER, CLAMPS, FITTINGS, HOSES | 465.84 |
| MURPHY TRACTOR | BATTERY CABLES, FILTERS, WHEEL LUGS, CLAMPS, GLOVES, WINDSHIELD WASHER, BEARING SETS, LOOM-SPLIT POLY, WINDSHIELD | 2,682.49 |
| NAPA AUTO PARTS | FRONT CASTER WHEEL BOLTS, NUS, CONNECTORS, EYELETS, STARTER LUGS, PINNACLE, HAZARDOUS CHARGE | 437.14 |
| NEBRASKA IOWA INDUSTRIAL FASTENERS, INC | | 161.37 |
| NIPPON SANZO MATHESON INC | | |

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CLAIMS FOR 2026/04/21 COUNCIL MEETING

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FLEET MAINTENANCE (cont'd)

| | | |
|--|---|---------------------|
| NOREGON SYSTEMS | 2026/04/01-2027/03/31 JPRO W/FAULT GUIDANCE REPAIR RENEWAL | 2,199.00 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/23-03/24 MONTHLY SERVICE | 1,045.28 |
| POWERPLAN | GAS OPERATOR | 116.74 |
| POWERPLAN | CREDIT-GAS OPERATOR | (116.74) |
| PRECISE MRM LLC | PC-2025/12/31M FLAT DATA PLAN | 161.00 |
| PRECISE MRM LLC | PC-WIRELESS TEMPERATURE SENSOR | 1,982.04 |
| SEAGRAVE FIRE APPARATUS, LLC | WATER DISCHARGE CHUTE SEAL | 287.17 |
| STATE STEEL SUPPLY CO | FLOOR PLATE | 256.96 |
| SUSPENSION SHOP, INC | SPRINGS, U BOLTS, SHACKLES, CENTER BOLTS | 688.24 |
| TERMINAL SUPPLY CO | WIRE TERMINALS & SEALS | 58.55 |
| TOOL SHED OF OMAHA | PC-BRAKING GRINDER PADDLE SWITCH | 262.59 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 483.14 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 154.58 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 197.63 |
| WALKERS UNIFORM RENTAL | UNIFORM RENTAL SERVICE, FENDER COVERS | 354.12 |
| WAYTEK, INC | PC-AT CONNECTORS, PLUGS, BUSHING RODS, RELAYS, CONNECTORS, FUSE BLOCK | 898.24 |
| WOODHOUSE CHRYSLER DODGE JEEP-BELLEVUE | HEATER LINE | 10.68 |
| WOODHOUSE PLATTSMOUTH | DIAGNOSE WIRING FOR WIRE HARNESS TO FUEL TANK | 180.00 |
| | | \$ 38,233.88 |

SOLID WASTE

| | | |
|----------------------|----------------------------------|----------------------|
| PAPILLION SANITATION | 2026/03/03-03/09 GLASS RECYCLING | 428.32 |
| PAPILLION SANITATION | 2026/03/31M TRASH HAULING FEES | 374,127.13 |
| | | \$ 374,555.45 |

PLANNING

| | | |
|---|---|---------------------|
| AMAZON.COM, LLC | PC-WEBCAM | 79.50 |
| AMERICAN PLANNING ASSOCIATION | 2026/04/01-2027/03/31 MEMBERSHIP DUES-A CURRY | 450.00 |
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 43.22 |
| BLACK HILLS ENERGY | 2026/03/02-03/31 MONTHLY SERVICE | 9.71 |
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 15.79 |
| COLUMN SOFTWARE, PBC | PC-ADS, BOARD MEETINGS | 36.53 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE195089 | 14.65 |
| PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT | 2026/04/01-2027/04/01 PAPILLION CREEK WATERSHED PARTNERSHIP | 33,700.00 |
| PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT | SOUTHERN SARPY WATERSHED PARTNERSHIP DUES | 25,000.00 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 56.84 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 28.39 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 42.36 |
| | | \$ 59,476.99 |

PERMITS & INSPECTIONS

| | | |
|-----------------------------------|---|--------------------|
| AMAZON.COM, LLC | PC-SPEAKERS, WEBCAM | 106.28 |
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 621.20 |
| BLACK HILLS ENERGY | 2026/03/02-03/31 MONTHLY SERVICE | 12.97 |
| CAPITAL BUSINESS SYSTEMS, INC | 2026/02/18-03/17 COPIER EXPENSE | 188.05 |
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 15.79 |
| COLORADO CHAPTER ICBO | PC-REGISTRATIONS-CHRISTENSEN, COOK | 558.36 |
| CORNHUSKER AUTO WASH | 2026/03/31M VEHICLE WASH | 69.14 |
| HAMPTON INN BY HILTON | PC-LODGING FOR TRAINING-CHRISTENSEN, COOK | 1,334.28 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE195089 | 19.57 |
| INTERNATIONAL CODE COUNCIL, INC | PC-RENEW CERTIFICATE-COOK | 105.00 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 255.78 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 88.69 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 116.22 |
| | | \$ 3,491.33 |

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| AARDVARK | SWAT VESTS, BADGES, PATCHES | 1,760.00 |
| ACE INTERDICTION TACTICS | PC-CARTEL TRAPS-ALBRECHT, CARRILLO, MURRAY, SHIVERS | 1,196.00 |
| AMAZON WEB SERVICES, INC | 2026/03/31M AMAZON WEB SERVICES | 1,413.77 |
| AMAZON.COM, LLC | PC-CHALLENGE COINS DISPLAY CABINET, PRINTER SUPPLIES, OFFICE SUPPLIES, CHARGER, BATTERIES, HOBBLE RESTRAINTS, THREADLOCKER, KENNEL LEAD, JUMP STARTER, SCANNER, WRECKING CROWBARS, MONITORS, PC-2026/02/13-03/12 TRAINING MEMBERSHIP-BANKS | 4,946.71 |
| AMERICAN COUNCIL ON EXERCISE | | 34.95 |
| AMERICAN HEART ASSOCIATION | PC-BLS PROVIDER COURSE VIDEOS | 239.03 |
| AMMO-UP | BRASS COLLECTOR | 624.35 |
| ANTHROPIC PBC | PC-2026/01/16-02/16 MEMBERSHIP-JASHINSKE, KIRWAN | 40.00 |
| ANTHROPIC PBC | PC-2026/02/03-2027/02/03 MEMBERSHIP-JASHINSKE, KIRWAN | 383.16 |
| A-RELIEF SERVICES | 2026/03/05-04/01 PORTABLE RESTROOMS-GUN RANGE | 199.00 |
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 4,357.92 |
| AUTO BODY AUTHORITY | TOW AND STORAGE CHARGES | 350.00 |
| BENEFIT PLANS | 2026/04/30M POLICE PENSION PLAN-MD, JG, MG | 8,817.56 |
| BLACK HILLS ENERGY | 2026/03/02-03/31 MONTHLY SERVICE | 229.94 |
| BLAISING FIRE & WATER | FIRE SUPPESSION AEROSOL, POUCHES | 755.00 |
| CALIBRE PRESS | PC-CREDIT FOR TRAINING-MOORE | (359.00) |
| CARHARTT, INC | PC-HI VIS SHIRTS | 486.71 |
| CCAP AUTO LEASE | 2026/04/30M USPIS VEHICLE LEASE | 696.68 |
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 126.32 |
| SARPY COUNTY TREASURER | VEHICLE REGISTRATION | 124.00 |
| CNA SURETY DIRECT BILL | PC-2026/01/23-2030/01/23 NOTARY BOND-J KOLBE | 40.00 |
| COMPLETE TACTICAL CONSULTANTS | PC-TACT ATHLETE PROGRAM-SPARR | 995.00 |
| COX BUSINESS SERVICES | 2026/03/31M MONTHLY SERVICE | 558.97 |
| CULLIGAN OF OMAHA | BOTTLED WATER | 733.55 |
| DOUGLAS COUNTY SHERIFF OFFICE | FORENSIC FEES | 1,315.00 |
| EVANS CUSTOM APPAREL, INC | PC-CREDIT FOR TOTAL INVOICE-NEW HIRES PT GEAR | (950.16) |
| FBI LEEDA | PC-COMMAND LEADERSHIP-FRANKS, GREINER, SIMONES | 2,385.00 |
| FEDERAL EXPRESS CORPORATION | MAILING CHARGE-LATE FEE | 6.59 |
| FLOWERS BY LEGACY | PC-CREDIT FOR FLOWERS NOT AUTHORIZED | (158.17) |
| GALLO PROFESSIONAL POLYGRAPH SERVICES, | POLYGRAPH SERVICE | 500.00 |
| GLOCK PROFESSIONAL, INC | PC-GLOCK TRAINING-ALBRECHT | 300.00 |
| GRAMMARLY, INC | PC-2026/01/01-12/31 PRO SUBSCRIPTION | 144.00 |
| GREAT PLAINS UNIFORMS | UNIFORM ITEMS-A SHOOK, BENDICKSON, KOLBE | 455.50 |
| HARRIS DECALS INC | COMMAND MAGNETS | 75.42 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE195089 | 346.88 |
| HOMEFRONT PROTECTIVE GROUP, INC | PC-BEHAVIOR-BASED -POHEVITZ | 450.00 |
| HOPE VALENTINE, LLC | 2026/03/31M MENTAL HEALTH 6 HOURS | 900.00 |
| HUSKER AUTO GROUP | 2026 CHEVROLET EQUINOX VIN# 3GNAXPEG0TL445934 | 28,461.00 |
| HYUNDAI MOTOR FINANCE | 2026/04/30M LEASE PMT-HIDTA-DEA | 720.01 |
| INFOSAFE SHREDDING | ON-SITE SHREDDING SERVICE | 120.00 |
| JACKSON SERVICES, INC | DOOR MAT SERVICE | 101.60 |
| MACQUEEN EQUIPMENT, LLC | FIRE INVESTIGATOR PROTECTION UNIFORM | 868.00 |
| MATRIX BUSINESS SYSTEMS INC | 2026/03/28M COPIER EXPENSE | 170.80 |
| MYZONE, INC | PC-2026/02/15M WELLNESS PROGRAM-BANKS | 75.00 |
| MYZONE, INC | PC-REPLACE DAMAGED EQUIPMENT BELTS | 716.00 |
| NAME TAPE FACTORY | PC-JUMBO NAME TAGS | 54.89 |
| NATIONAL ASSOCIATION OF SCHOOL | PC-CREDIT FOR TRAINING-MOORE | (550.00) |
| NEBRASKA DEPARTMENT OF MOTOR VEHICLES | UNDERCOVER PLATES FOR CHEVROLET EQUINOX | 8.20 |
| NEBRASKA DEPARTMENT OF MOTOR VEHICLES | UNDERCOVER PLATES FOR FORD EXPEDITION | 8.20 |
| NEBRASKA FURNITURE MART | PC-OFFICE DESK, LATERAL FILE-DEPOSIT | 1,245.35 |

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| | | |
|---|---|-----------|
| NEBRASKA SECRETARY OF STATE | PC-2026/02/11-2030-02/10 RENEW NOTARY-K MEYER | 32.50 |
| NEBRASKA SECRETARY OF STATE | PC-2026/02/17-2030/02/16 RENEW NOTARY-T MELVIN | 32.50 |
| NEBRASKA SECRETARY OF STATE | PC-2026/02/27-2030/02/26 RENEW NOTARY-J KOLBE | 32.50 |
| NEWAGE PRODUCTS, INC | PC-BOLD SERIES 4-DRAWER ROLLING TOOL CABINET, WALL CABINE, SLATWALL BACK SPLASH | 2,535.17 |
| NU CPS REGISTRATION | PC-SCHOOL OF POLICE STAFF-C BROWN, HOFFMAN | 9,600.00 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/11-03/11 MONTHLY SERVICE | 33.00 |
| PI-LIT TECHNOLOGIES | RECHARGEABLE FLARES | 1,540.00 |
| PORTABLE STORAGE OF NEBRASKA, LLC | PC-2026/01/26-02/25 EVIDENCE STORAGE | 164.00 |
| PORTABLE STORAGE OF NEBRASKA, LLC | PC-2026/02/02-03/01 EVIDENCE STORAGE | 164.00 |
| SHARP IMAGE INC | WINDOW TINTING-UNIT 136 | 95.00 |
| SOUTHWEST AIRLINES | PC-AIR FARE-SPEC EVENT SEMINAR-LAMPMAN | 136.20 |
| STRADA OCCUPATIONAL HEALTH | MEDICAL TESTING-NEW RECRUITS | 970.00 |
| TEAM ONE NETWORK | PC-CREDIT FOR TRAINING-BENDICKSON | (750.00) |
| TRAVELERS | 2026/03/31M PAID LOSS RECOVERY | 932.00 |
| TRISTAR CLAIMS MANAGEMENT SERVICES, INC | 2026/03/31M WC DISBURSEMENTS | 41,866.28 |
| TRI-TECH FORENSICS, INC | SAWTOOTH EVIDENCE TAPE | 759.90 |
| U.S. SENATE | PC-FLAG REQUEST | 81.60 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 3,704.86 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 783.98 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 2,004.05 |
| UNIVERSITY OF NEBRASKA MEDICAL CENTER | TOXICOLOGY TESTING | 3,408.08 |
| VERIZON WIRELESS | 2026/03/24-04/23 MONTHLY SERVICE | 111.53 |
| VISTA PRINT | PC-BUSINESS CARDS | 36.18 |
| WALLACE BARNETT JR CISM MEMORIAL | PC-TRAINING CISM GROUP INTERVENTION-KEYS | 110.00 |
| WESTLAKE ACE HARDWARE | PC-ENGRAVING RIFLE SIGHTS | 39.92 |
| ZOMBIE TACTICAL | PC-ENGRAVING RIFLE SIGHTS | 205.00 |
| ZOOM VIDEO COMMUNICATIONS INC | PC-2026/01/31-2027/01/30 WORKPLACE SUBSCRIPTION | 160.39 |

\$ 135,307.37

FIRE & RESCUE

| | | |
|----------------------------|--|-----------|
| AIRGAS USA, LLC | OXYGEN | 140.63 |
| AMAZON.COM, LLC | PC-ROCK CLIMBING ROPE, PRINTER, HAMMER, BATTERIES, HEATER, SERVICE BOOTS, THERMAL | 1,445.72 |
| AMERICAN HEART ASSOCIATION | PC-CPR MATERIALS FOR EMS | 1,443.90 |
| ANDERSON FORD | 2026 FORD EXPEDITION VIN | 60,405.00 |
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 1,554.08 |
| BIG RED LOCKSMITHS | PC-KEYS | 20.00 |
| BLACK HILLS ENERGY | 2026/03/02-03/31 MONTHLY SERVICE | 339.65 |
| BOUND TREE MEDICAL, LLC | RAPID RESPONDE KITS, CATHETER, MASKS, ATROPINE, SYRINGES, ELECTRODES, MAGNESIUM, DILTIAZEM, NEEDLES, | 10,790.36 |
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 94.74 |
| SARPY COUNTY TREASURER | VEHICLE REGISTRATION | 16.00 |
| COX BUSINESS SERVICES | 2026/03/31M MONTHLY SERVICE | 214.78 |
| EC DATA SYSTEMS, INC | PC-SHARE OF FAX SERVER | 7.95 |
| ED M FELD EQUIPMENT CO | STRUT EXTENSION, SWIVEL BASE, BASE FOR TRENCH RESCUE, RAPID RESPONSE KITS, 500' SUPPLY LINE | 12,694.49 |
| GRAINGER | PC-CONFINED SPACE FAN FOR RESCUE TRAILER | 601.04 |
| GREAT PLAINS UNIFORMS | UNIFORM SHIRT, EMBROIDERY, PATCHES-J FAULKNER, ROBISON, BURB RIDGE, LENSTCH, | 1,024.50 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE215876 | 82.90 |
| HEARTLAND NATURAL GAS LLC | 2026/03/02-2026/03/31 BHE235679 | 331.11 |
| JD CASEY PAINT CO | PC-CAR WASH SOAP | 100.00 |
| KFT FIRE TRAINER, LLC | 2026/04/01-2027/03/31 PREVENTIVE MAINTENANCE-TOWER | 15,360.00 |
| LEISURE LIFE SPORTS | PC-IGNITION KEYS | 39.98 |
| MARCO TECHNOLOGIES, LLC | 2026/02/27-03/26 COPIER EXPENSE | 72.46 |
| MARCO TECHNOLOGIES, LLC | 2026/03/02-04/01 COPIER EXPENSE | 140.69 |

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FIRE & RESCUE (cont'd)

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|-----------------------------------|--|----------------------|
| MENARDS | PC-TAPE, CIRC SAW, PIN CLIPS, TOOL BAG, BATTERIES, SMOKE DETECTORS (65), CLEANING SUPPLIES | 2,527.22 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/02-03/03 MONTHLY SERVICE | 931.84 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/11-03/11 MONTHLY SERVICE | 33.00 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/11-03/12 MONTHLY SERVICE | 1,359.46 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/20-03/23 MONTHLY SERVICE | 729.54 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/23-03/24 MONTHLY SERVICE | 2,402.19 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/24-03/26 MONTHLY SERVICE | 860.60 |
| QUALITY AUTO REPAIR & TOWING, INC | PC-REMOVAL OF SCHOOL BUS FROM TRAINING SITE | 1,000.00 |
| SECURITY EQUIPMENT INC | ENTRY SYSTEM FOR GARAGES-TRAINING SITE | 12,138.00 |
| SFPE GREAT PLAINS | PC-REGISTRATION FOR SPFE MEETING | 90.00 |
| STARLINK - A DIVISION OF SPACE | PC-2026/01/28-02/28 CLOUD STORAGE | 165.00 |
| STERICYCLE, INC | ON-SITE SHREDDING SERVICE | 144.00 |
| STRYKER SALES CORPORATION | LUCAS DEVICE STAIR PRO | 5,751.74 |
| STRYKER SALES CORPORATION | 2026/02/01-2027/01/31 PROCARE SERVICE CONTRACT | 20,422.10 |
| SURVEY MONKEY.COM, LLC | PC-2026/01/22-2027/01/21 TEAM ADVANTAGE PLAN | 1,080.00 |
| TELEFLEX FUNDING, LLC | NEEDLE BOXES, EZ-STAB ILIZERS | 2,300.00 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 2,842.00 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 630.08 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 1,461.20 |
| WESTLAKE ACE HARDWARE | PC-METAL NOZZLES | 38.36 |
| ZOLL DATA SYSTEMS INC | 2026/05/31M BILLING FEES | 1,654.80 |
| | | \$ 165,481.11 |

NON-DEPARTMENTAL/CONTRACTS

| | | |
|---|-------------------------------------|---------------------|
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 224.64 |
| GREAT PLAINS COMMUNICATIONS LLC | 2026/04/30M MONTHLY SERVICE | 534.88 |
| LOCKTON COMPANIES, LLC | 2026/04/30M WELLNESS CONSULTING FEE | 1,875.00 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/11-03/12 MONTHLY SERVICE | 114.02 |
| PM AM CORPORATION | 2026/03/31M ALARM FEES | 2,885.00 |
| SARPY COUNTY COURT HOUSE | 2026/05/31M ANIMAL CONTROL | 17,259.00 |
| TASC - TOTAL ADMINISTRATIVE SERVICES CORP | 2026/06/30Q FSA ADMIN FEES | 2,283.75 |
| | | \$ 25,176.29 |

INFORMATION TECHNOLOGY

| | | |
|--------------------------------|--|---------------------|
| AMAZON.COM, LLC | PC-PHONE CASE W/STAND, FLASH DRIVES, RADIO HOLDER, IPADS | 3,211.64 |
| GUIDEPOINT SECURITY LLC | 2026/04/30-2027/04/29 OKTA RENEWAL | 45,330.38 |
| INTERSTATE ALL BATTERY CENTER | BATTERIES | 449.80 |
| MENARDS | PC-BUSHINGS, WINGNUTS, BALLASTS, ADAPTER, | 118.82 |
| ONE CALL CONCEPTS | 2026/03/31M LOCATES | 10.19 |
| SENTINEL TECHNOLOGIES, INC | 2026/03/31M FORTIS SERVICES, PRODUCTS | 5,414.77 |
| STERLING COMPUTERS CORPORATION | 2026/03/16-2027/03/15 OFFICE DESK RENEWAL | 7,416.00 |
| TJ CABLE | 2026/03/31M LOCATES. EMERGENCY | 650.00 |
| WASABI TECHNOLOGIES, LLC | PC-2025/12/12-2026/01/11 CLOUD STORAGE | 164.86 |
| | | \$ 62,766.46 |

2206 LONGO DR

| | | |
|-----------------------------------|---|----------|
| C&E INDUSTRIES | 2026/03/31M JANITORIAL SERVICE | 3,991.10 |
| CENTURY LINK | 2026/03/04-04/03 MONTHLY SERVICE | 139.34 |
| CERRIS SYSTEMS NORTH CENTRAL, INC | MAU NOT HEATING | 558.00 |
| CINTAS LOCATION #749 | 2026/03/31M MAT SERVICE | 496.48 |
| COX BUSINESS SERVICES | 2026/02/27-03/26 MONTHLY SERVICE | 157.80 |
| FIRE PROTECTION SERVICES, LLC | SEMI ANNUAL FIRE ALARM AND EXTINGUISHERS INSPECTION | 553.40 |
| JIFFY/LEVENSPN'S SUPPLY | SUPPLIES | 337.64 |
| METROPOLITAN UTILITIES DIST | 2026/02/06-03/07 MONTHLY SERVICE - GAS | 278.89 |
| METROPOLITAN UTILITIES DIST | 2026/02/06-03/07 MONTHLY SERVICE - WATER & SEWER | 1,034.65 |
| OMAHA PUBLIC POWER DISTRICT | 2026/01/27-02/23 MONTHLY SERVICE | 7,270.90 |

MINUTE RECORD

CLAIMS FOR 2026/04/21 COUNCIL MEETING

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2206 LONGO DR (cont'd)

| | | |
|-----------------------------|-------------------------------------|---------------------|
| PAPILLION SANITATION | 2026/03/31M SERVICE | 430.90 |
| PROTECH PEST CONTROL | 2026/03/31M PEST CONTROL | 149.80 |
| RAPID GRAPHICS | NEW SIGN FOR VA | 1,497.50 |
| SCHUMACHER ELEVATOR COMPANY | 2026/03/31Q ELEVATOR MAINTENANCE | 580.56 |
| SELDIN LLC | 2026/02/28M MANAGEMENT FEES | 1,450.00 |
| SELDIN LLC | 2026/03/31M APPFOLIO FEES | 36.90 |
| SELDIN LLC | 2026/03/31M BANK FEES | 28.18 |
| USG | ELECTRICAL - FAMILY PRACTICE | 399.11 |
| USG | PLUMBING SUPPLIES AND REPAIR | 606.94 |
| WATERLINK INC | 2026/03/31M WATER TREATMENT SERVICE | 431.63 |
| | | \$ 20,429.72 |

BELLEVUE BAY INDOOR WATERPARK

| | | |
|------------------------------------|--|------------------------|
| AMERICAN RESORT MANAGEMENT, LLC | 2026/03/31M ADMINISTRATIVE EXPENSES | 12,500.00 |
| AMERICAN RESORT MANAGEMENT, LLC | 2026/03/31M BELLEVUE BAY INDOOR | 343.84 |
| ARCO MURRAY NATIONAL ENTERTAINMENT | APP 3-BELLEVUE BAY WATERPARK THRU 2026/03/31 | 4,592,604.83 |
| HOLLAND BASHAM ARCHITECTS, INC | PROFESSIONAL SERVICES THRU 2026/03/31 | 60,150.00 |
| | | \$ 4,665,598.67 |

MEDICAL SELF FUNDING

| | | |
|------------------------------------|--|----------------------|
| BLUE CROSS BLUE SHIELD OF NEBRASKA | 2026/04/09 BCBS-NE MEDICAL CLAIMS FOR 2026/04/01-04/07 | 217,483.41 |
| BLUE CROSS BLUE SHIELD OF NEBRASKA | 2026/04/06 BCBS-NE MEDICAL CLAIMS FOR 2026/03/25-03/31 | 100,989.12 |
| | | \$ 318,472.53 |

WASTEWATER

| | | |
|-----------------------------------|---|---------------------|
| AMAZON.COM, LLC | PC-BATTERIES, CLEANING SUPPLIES | 76.62 |
| ARMOR EQUIPMENT | O-RINGS, AXLE SEAL INSTALLATION TOOL | 124.78 |
| AT&T MOBILITY | 2026/02/22-03/21 MONTHLY SERVICE | 645.62 |
| CAPITAL BUSINESS SYSTEMS, INC | 2026/02/09-03/08 COPIER EXPENSE | 95.59 |
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 110.53 |
| CENTURY LINK | 2026/03/22-04/21 MONTHLY SERVICE | 590.73 |
| COX BUSINESS SERVICES | 2026/03/18-04/17 MONTHLY SERVICE | 91.99 |
| COX BUSINESS SERVICES | 2026/03/29-04/28 MONTHLY SERVICE | 87.32 |
| HARBOR FREIGHT TOOLS | PC-THREE-JAW PULLER, SEPARATOR | 324.97 |
| HDR ENGINEERING, INC | BPW 211123-HAWORTH PARK WW COLLECTION SYS 2026/02/22-03/28 | 16,023.72 |
| HDR ENGINEERING, INC | BPW 250114-LANDINGS LIFT STATION SERV 2026/02/22-03/28 | 9,994.76 |
| MENARDS | PC-MOPS, SHEARS, FLOOR CLEANER, METAL CUTTING, CLEANING SUPPLIES, GRASS SEEDS, PC-KNOCK LOOSE PENETRANT | 479.33 |
| NAPA AUTO PARTS | 2026/02/11-03/12 MONTHLY SERVICE | 2,437.73 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/20-03/23 MONTHLY SERVICE | 1,409.30 |
| OMAHA PUBLIC POWER DISTRICT | 2026/02/23-03/24 MONTHLY SERVICE | 834.42 |
| PRECISE MRM LLC | 2026/01/31M FLAT DATA PLAN | 253.00 |
| PRECISE MRM LLC | 2026/02/28M FLAT DATA PLAN | 253.00 |
| RJN GROUP, INC | BPW 260106-PROFESSIONAL SERVICES THRU 2026/03/27 | 5,400.00 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M DENTAL INSURANCE | 454.72 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LIFE | 130.53 |
| UNITED OF OMAHA LIFE INSURANCE CO | 2026/03/31M LTD | 165.70 |
| | | \$ 40,003.81 |

COMMUNITY BETTERMENT

| | | |
|-----------------------------|----------------------------------|------------------|
| OMAHA PUBLIC POWER DISTRICT | 2026/02/24-03/26 MONTHLY SERVICE | 100.34 |
| | | \$ 100.34 |

MINUTE RECORD

CLAIMS FOR 2026/04/21 COUNCIL MEETING

PAGE 12

ECONOMIC DEVELOPMENT

| | | |
|-----------------------------------|--|------------------|
| HOUGHTON BRADFORD WHITTED PC, LLO | PROFESSIONAL SERVICES-SWITCHGEAR FORECLOSURE | 722.50 |
| | | <u>\$ 722.50</u> |

LAW ENFORCEMENT TRUST

| | | |
|--------------------------|---------------------------------------|---------------------|
| HEARTLAND FAMILY SERVICE | 2026/04/01-2027/03/31 CRISIS RESPONSE | 32,647.00 |
| | | <u>\$ 32,647.00</u> |

FEDERAL FORFEITURES - JUSTICE FNDS

| | | |
|------------------|----------------------------------|------------------|
| VERIZON WIRELESS | 2026/03/22-04/21 MONTHLY SERVICE | 690.95 |
| | | <u>\$ 690.95</u> |

| | |
|------------------------------------|------------------------|
| TOTAL CLAIMS FOR 2026/04/21 | \$ 6,511,634.48 |
|------------------------------------|------------------------|

| | |
|-------------------------------------|------------------------|
| TOTAL PAYROLL FOR 2026/04/10 | \$ 2,046,491.78 |
|-------------------------------------|------------------------|

| | |
|---|----------------------|
| TOTAL SELF INSURANCE MEDICAL INSURANCE | \$ 602,070.17 |
|---|----------------------|

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

| | | | |
|---|--|---|--|
| COUNCIL MEETING DATE: 4/21/20 | | 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, distilled spirits on and off sale, for Estanislao LLC dba La Cocina Mexican Restaurant located at 3905 Twin Creek Drive, Bellevue, NE 68123, and Estanislao Guterrez-Orelas as Manager.

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, distilled spirits on and off sale, for Estanislao LLC dba La Cocina Mexican Restaurant located at 3905 Twin Creek Drive, Bellevue, NE 68123, and Estanislao Guterrez-Orelas as Manager.

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: _____

Shirley Bortillon


APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: April 21, 2026 Due to City Clerk: April 10, 2026

Applicant: Estanislao LLC dba La Cocina Mexican Restaurant

Location/Address: 3905 Twin Creek Drive Bellevue, NE 68123

Requested Action:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, distilled spirits on and off sale, for Estanislao LLC dba La Cocina Mexican Restaurant located at 3905 Twin Creek Drive Bellevue, NE 68123, and Estanislao Guitierrez-Ornelas as Manager.

Individuals to be Checked:

| | <u>Name & Address</u> | <u>DOB</u> |
|----|--------------------------------------|------------|
| 1. | <u>Estanislao Guitierrez-Ornelas</u> | <u></u> |
| 2. | <u></u> | <u></u> |

Comments:

Signature of Reviewer: Capt. Kurt Stroehrer Digitally signed by Capt. Kurt Stroehrer
Date: 2026.03.30 11:10:31 -05'00' Date: 3-30-26

Liquor License Application Report
City of Bellevue
Planning Department

Due to Clerk Date: 04/10/2026 City Council Date: 4/21/2026

Applicant: Estanislao LLC dba La Cocina Mexican Restaurant

Address: 3905 Twin Creek Drive

Requested Action:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, distilled spirits on and off sale, for Estanislao LLC dba La Cocina Mexican Restaurant located at 3905 Twin Creek Drive Bellevue, NE 68123, and Estanislao Guitierrez-Ornelas as Manager.

Background:

Formerly Los Tapatios Mexican Grill and Bar approved by City Council 7/2/2019

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 (General Business) Existing Land Use: Commercial Strip Retail

Will Zoning allow a liquor license: Yes

Is the current use non-conforming? No

Explanation:

Adjacent Land Use and Zoning:

North: Commercial, BG-PCO

South: Highway 370 right-of-way

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 area is strictly a commercial area known as Twin Creek. It runs from 36th Street to 42nd Street along the north side of Highway 370 and is a mix of retail, restaurants, and service type businesses.

Number of parking spaces required: n/a Provided: n/a

 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 not noise impact expected.

Lighting: There is no lighting impact expected.

General Comments:

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

LIQUOR LICENSE APPLICATION REPORT

City Clerk

Applicant: Estanislao LLC dba La Cocina Mexican Restaurant

Location/Address: 3905 Twin Creek City: Bellevue State: NE Zip: 68123

Requested Action:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, distilled spirits on and off sale, for Estanislao LLC dba La Cocina Mexican Restaurant located at 3905 Twin Creek Drive Bellevue, NE 68123, and Estanislao Guitierrez-Ornelas as Manager.

Date Application Received: 3/27/2026

Final Date Hearing can be held: (45 days from receipt): 5/11/2026

Date Advertised (not less than 7 nor more than 14 days): 4/3/2026

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>17</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> |



Nebraska Liquor Control

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

Application Copy

File Number: 131451

LICENSE TYPE

Class C Beer, Wine, Spirits On
and Off Sale

APPLICATION DATE RECEIVED

2026-03-27

SECONDARY LICENSE(S)

None selected

LICENSEE

Estanislao LLC

LICENSEE TYPE

Corporation

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Restaurant with Bar

PREMISES NAME

La Cocina Mexican Restaurant

OPERATOR

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2032-12-31

PHYSICAL ADDRESS

3905 Twin Creek Dr
Bellevue, NE 68123

MAILING ADDRESS

928 N Lincoln Ave, York, NE, 68467-2446

CONTACT NAME

Estanislao Guitierrez-Ornelas

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 646-9052

ALTERNATE PHONE

FAX

EMAIL

gmarioleon13@gmail.com

PREMISES MANAGER

Estanislao Guitierrez-Ornelas

PREMISES MANAGER EMAIL

gmarioleon13@gmail.com

QUESTIONS

Class C Beer, Wine, Spirits On a

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

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

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution.

List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE:

NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION.

No

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)

L67'2.5", W59'7.5"

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.

One floor

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.

No

9. What date do you intend to open for business?

April 16, 2026

10 What are the anticipated hours of operation?

Monday, Tuesday, Wednesday, Thursday: 11:00 AM - 9:30 PM

Friday, Saturday: 11:00 AM - 10:00 PM

Sunday: 11:00 AM - 9:00 PM

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.

US Bank will be the primary bank to be utilized by the business.

The individuals authorized to write checks and do withdrawals on accounts at this bank will be:

1. Estanislao Gutierrez
2. Mario [LAST NAME]
3. Alberto Valdez

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

Yes

Estanislao Gutierrez owns and operates two other La Cocina Mexican Restaurants which sell alcohol.

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)?

Yes

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

Yes

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.

Estanislao Gutierrez has held liquor licenses for multiple La Cocina Mexican Restaurant Locations.

Estanislao currently holds the following licenses:

La Concina Mexican Restaurant: Seward, Nebraska

- License number: 123107
- Operator name: La Cocina Mexican Restaurant
- Licensee: Estanislao LLC

La Cocina Mexican Restaurant: York, Nebraska

- License number: 104033
- Operator name: Estanislao LLC
- Licensee: Estanislao LLC

La Cocina Mexican Restaurant: McCook, Nebraska (TERMINATED)

- License number: Unknown
- Operator name: La Cocina Mexican Restaurant
- Licensee: Estanislao LLC

Reason for termination: Restuarant is closed, no longer necessary.

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

Yes

21 Are you applying for a Temporary Operating Permit?

No

22 Is your lease or deed for the premises to be licensed in the name of the applicant, i.e., the LLC, Corporation or Individual. If you own the property in your personal name, but are applying as a LLC or Corporation, you will need to lease the property to your LLC or Corporation.

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?

Estanislao Gutierrez

25 What is the manager's address?

3720 N. Division Ave, York, NE 68467

26 What is the manager's phone number?

308-340-9474

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/>

The manager is a resident of Nebraska but is not registered to vote. The manager lives in York County.

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

gmarioleon13@gmail.com

29 Is the manager married?

Yes

Estanislao Gutierrez is married to Maria L. Valdez. We will be submitting the affidavit of non-participation.

DOCUMENTS

| TYPE | FILE NAME | DESCRIPTION |
|-----------------------------------|--|---|
| Lease / Deed / Purchase Agreement | 1st Amendment to Lease - 08.05.2025 (2).pdf | Lease agreement for 3905 Twin Creek Drive, Bellevue, NE |
| Affidavit of non-participation | Spousal Affidavit of Non-Participation Insert - executed.pdf | Affidavit of non-participation |
| Business Plan | La Cocina - Business Plan.pdf | Business plan |
| Premises Description & Diagram | Premises description and diagram 4924-1537-9059 v.1.pdf | Diagram |
| Privacy Act Statement | Directions for Submitting Fingerprints and Fees - executed.pdf | Executed |

APPLICANT

Jeffrey Owusu-Ansah

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.



Additional Information Requested

File Number: 131451

LICENSE TYPE

ADDITIONAL INFORMATION DATE RECEIVED

Class C Beer, Wine, Spirits On and Off Sale

2026-03-27

SECONDARY LICENSE(S)

None selected

LICENSEE

LICENSEE TYPE

Estanislao LLC

Corporation

ADDITIONAL INFORMATION REQUESTED

- 1) Confirm that the premises address includes Stes 101-103? (answer in comment box)
- 2) We need the original that goes with the 1st Amendment.

Thank you,
Corrinne Andersen - Licensing - (402) 471-2896 -
corrinne.andersen@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

1. The premises includes Stes 101-103, which was physically extended.
2. I am uploading the original lease

DOCUMENTS

| TYPE | FILE NAME | DESCRIPTION |
|-----------------------------------|---|----------------|
| Lease / Deed / Purchase Agreement | Estanislao LLC DBA La Cocina Mexican Restaurant Executed 2025.01.23.pdf | Original lease |

APPLICANT

Jeffrey Owusu-Ansah

SPOUSAL AFFIDAVIT OF NON-PARTICIPATION INSERT

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

I acknowledge that I am the non-participating spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

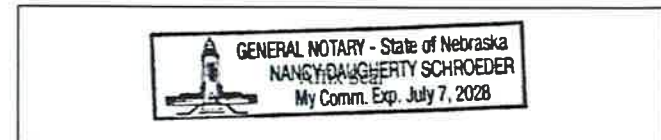
Maria Valadez
Signature of **NON-PARTICIPATING SPOUSE**
Maria D. Valadez
Print Name

State of Nebraska, County of Seward

The foregoing instrument was acknowledged before me
this March 3, 2026 (date)

by Maria D. Valadez
Name of person acknowledged
(Individual signing document)

Nancy Daugherty Schroeder
Notary Public Signature



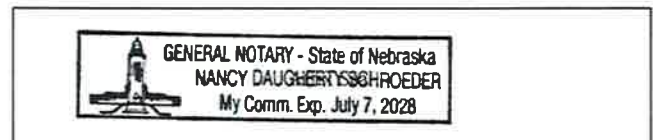
Estanislao Gutierrez-Ornelas
Signature of **APPLICANT**
Estanislao Gutierrez-Ornelas
Print Name

State of Nebraska, County of Seward

The foregoing instrument was acknowledged before me
this March 3, 2026 (date)

by Estanislao Gutierrez-Ornelas
Name of person acknowledged
(Individual signing document)

Nancy Daugherty Schroeder
Notary Public Signature



La Cocina Mexican Restaurant

The La Cocina Mexican Restaurant is a Mexican restaurant that will offer food and drinks. La Cocina Authentic Mexican Grill & Cantina will be vibrant restaurant with good food, good drinks, and a welcoming atmosphere. Much like the other two restaurants of the same name La Cocina Mexican Restaurant will have a diverse menu of food and drinks.

The La Cocina Mexican Restaurant will adhere to all Nebraska law and ensure that all employees who work with alcohol are familiar with the state's best practices. Further, we will ensure that employees are trained on carding and best practices related to not serving minors.

RETAIL LEASE

Twin Creek

THIS LEASE is made and entered into this 22 day of January, 2025, by and between Classic Street Partners, LLC, a Nebraska limited liability company, Landlord, and Estanislao LLC, a Nebraska limited liability company DBA La Cocina Mexican Restaurant, Tenant.

**ARTICLE I
FUNDAMENTAL LEASE PROVISIONS; DEFINITIONS
AND EXHIBITS**

1.1 **Fundamental Lease Provisions.** Each of the following subsections is individually referred to in this lease as a "Fundamental Lease Provision" and is contained in this Section 1.1 for convenience. Each reference in this Lease to a Fundamental Lease Provision shall be construed to incorporate all of the terms of such Fundamental Lease Provision. In the event of any conflict between a Fundamental Lease Provision and any other provision of this Lease, the other provision of this lease shall govern.

- (a) Landlord: Classic Street Partners, LLC, a Nebraska limited liability company
- (b) Landlord's Address for Notices and Rent Payments: Classic Street Partners, LLC, c/o Investors Realty, Inc., 12500 I Street, Suite 160, Omaha, NE 68137
- (c) Tenant: Estanislao LLC, a Nebraska limited liability company
- (d) Tenant's Address for Notices: 928 North Lincoln Avenue, York, NE 68467
- (e) Tenant's Trade Name: La Cocina Mexican Restaurant
- (f) Address of Premises: 3905 Twin Creek Drive, Suites 101-102 Bellevue, Nebraska 68123
- (g) Approximate Total Number of Square Feet in Premises: 2,893
- (h) Lease Term: Five (5) Years and Seven (7) Months
- (i) Option to Renew: Tenant shall have the option to renew for Five (5) years:
- (j) Lease Commencement Date: The later of January 22, 2025, or upon the closing of the business assets transaction between La Cocina and Los Tapatios.
- (k) Rent Commencement Date is the Lease Commencement Date
- (l) Minimum Rent:

| | Rent/Month |
|---|------------|
| *January 22, 2025 through June 30, 2025 | \$3,134.08 |
| July 1, 2025 through December 31, 2025 | \$3,254.63 |
| January 1, 2026 through December 31, 2026 | \$3,616.25 |
| January 1, 2027 through December 31, 2027 | \$3,736.79 |
| January 1, 2028 through December 31, 2028 | \$3,857.33 |
| January 1, 2029 through December 31, 2029 | \$3,977.88 |
| January 1, 2030 through July 31, 2030 | \$4,098.42 |

*Start date subject to change based on Lease Commencement Date as described on Exhibit "F"
- (m) Tenant Fraction: 25.55% (2,893/11,325)
- (n) Permitted Use of Premises: A restaurant serving primarily Hispanic or Latin cuisine, only.
- (o) Security Deposit: Four Thousand Ninety-Eight and 42/100 Dollars (\$4,098.42)

- (p) Estimated 2025 Operating Costs: Estimated at One Thousand Seven Hundred Fifty-Seven and 50/100 Dollars (\$1,757.50) per month.

1.2 **Definition of Tenant Fraction.** The term "Tenant Fraction" shall mean that fraction whose numerator is the approximate total number of square feet of floor space contained in the Premises and whose denominator is the approximate total number of square feet of building area contained in all of the buildings in the Shopping Center. Tenant Fraction may be adjusted in the event of addition or deletion to the Shopping Center.

1.3 **Exhibits and Addenda.** The following Exhibits and Addenda are a part of this Lease and have been attached to this Lease prior to its execution.

- Exhibit "A" - Shopping Center site plan showing location of the Premises
- Exhibit "B" - Description of Landlord's Work to be done in the Premises
- Exhibit "C" - Description of Tenant's Work to be done in the Premises
- Exhibit "D" - Sign Criteria
- Exhibit "E" - Rules and Regulations
- Exhibit "F" - Commencement Agreement

ARTICLE II SHOPPING CENTER, LEASED PREMISES

2.1 **Leased Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises situated in the location shown on Exhibit "A". The address of such premises, which is referred to in this Lease as the "Premises", will be that address which is set forth as a Fundamental Lease Provision in Subsection 1.1(f). The Premises will be a part of the "Shopping Center" as indicated on Exhibit "A" and as marked in the event of expansion or demolition.

2.2 **Term.** The "Term" of this Lease shall include the original term and any additional period as to which this Lease may be extended. This Lease shall be for a term consisting of the period of time set forth as a Fundamental Lease Provision in Subsection 1.1(h) plus such additional number of days as may be necessary to cause the term of this Lease to end on the last day of a calendar month, unless this Lease is sooner terminated pursuant to the provisions of this Lease. The term of this Lease shall commence on the date set forth as a Fundamental Lease Provision in Subsection 1.1 (j). Tenant's taking of possession of the Premises upon such delivery of possession by Landlord shall be deemed conclusively to establish that Landlord has substantially completed Landlord's work referred to in Exhibit "B" in accordance with the requirements of Exhibit "B". Notwithstanding any other provision of this Lease, all of Tenant's obligations under this Lease other than the payment of rent shall commence on the date on which Landlord delivers possession of the Premises to Tenant. Within thirty (30) days after execution of this Lease, Landlord and Tenant shall enter into a written commencement agreement (the "Commencement Agreement"), which is attached hereto as Exhibit "F", setting forth the Lease Commencement Date of the term of this Lease as referred to in Section 1.1 (j).

2.3 **Landlord's Covenants.** Landlord covenants that it is the owner of the Shopping Center and that Landlord has full power and authority to make this Lease with Tenant. Landlord further covenants that Tenant, upon the complete and timely payment of all rent and performance of all of Tenant's other obligations under this Lease, shall peacefully and quietly have, hold and enjoy the occupancy of the Premises throughout the term of this Lease or until this Lease is sooner terminated in accordance with its provisions without any disturbance from Landlord or anyone claiming by, through, or under Landlord.

2.4 **Surrender.** Upon the expiration or termination of this Lease, Tenant agrees forthwith to surrender to Landlord possession of the Premises and the fixtures and equipment constituting part thereof with all keys thereto.

ARTICLE III RENT

3.1 **Minimum Rent.** For each Lease Year during the term of this Lease, Tenant shall pay to Landlord a guaranteed minimum annual rent in the amount set forth as a Fundamental Lease Provision in Subsection 1.1(l), such minimum annual rent being referred to in this Lease as the "Minimum Rent". The Minimum Rent shall be payable in advance in equal monthly installments on the first day of each calendar month during the term of this Lease. The monthly installment of Minimum Rent for any period during the term of this Lease prior to the commencement of the first Lease Year and for any other period of less than a calendar month during the term of this Lease shall be prorated on a daily basis which shall be 1/365th, and shall be paid by Tenant to Landlord within five (5) days after the end of the period for which it is due.

3.2 **Manner and Place of Payments.** All payments of rent and any other sums payable by Tenant to Landlord under this Lease shall be made by Tenant to Landlord only by ACH without demand, deduction, or set-off at the address set forth as a Fundamental Lease Provision in Subsection 1.1(b), or at such other place as Landlord from time to time may designate in writing.

3.3 **Delinquent Payments and Late Charge.** If any rent or other sums payable by Tenant under this Lease are not paid within five (5) days after such rent or other sums are due, then Tenant agrees to pay Landlord a late charge of Two Hundred Fifty and 00/100 Dollars (\$250.00) and any delinquent amounts will bear interest at the rate of 12% per annum from the date of delinquency until paid.

ARTICLE IV USE AND OPERATION OF LEASED PREMISES

4.1 **Permitted Use.** Tenant may use the Premises only for the permitted use set forth as a Fundamental Lease Provision in Subsection 1.1(n) and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Shopping Center, to comply with all applicable governmental laws, ordinances and regulations in connection with its use of the Premises, to keep the Premises in a clean sanitary condition.

4.2 **Continuous Occupancy.** Tenant agrees continuously throughout the term of this Lease to occupy the Premises and to conduct its business therefrom during all normal business hours, except when the Premises are untenable by reason of the occurrence of any damage thereto or the destruction thereof; and Tenant's failure to comply with the preceding provisions of this sentence shall constitute a default under this Lease and shall give Landlord all of the rights and remedies set forth in Section 11.1. In the event that Tenant does not so occupy the Premises and conduct its business therefrom, then Tenant shall pay monthly as additional rent (over and above and in addition to the Minimum Rent and any other sums required to be paid by Tenant) during any such period of non-occupancy or non-conduct of its business a sum equal to the greater of (a) twenty-five percent (25%) of the Minimum Rent payable during such period or (b) one hundred twenty-five percent (125%) of the amount of Percentage Rent paid or required by the terms of this Lease to have been paid for the same period during the immediately preceding Lease Year.

4.3 **Signs and Trade Fixtures.** Tenant shall install upon the exterior of the Premises and remove therefrom, at Tenant's expense, signs relating solely to Tenant's business in the Premises which comply with all applicable laws, ordinances, and governmental regulations and which will cause no damage to the Premises; provided, that any such signs comply with the sign criteria as attached hereto as Exhibit "D". Tenant shall not place or erect any signs or other devices upon any of the Common Areas. Tenant may install in the Premises and remove therefrom if not then in default of any terms and conditions of the Lease, such trade fixtures as Tenant may deem necessary or appropriate to its business operations. Any damage to the Premises which occurs as a result of the removal of any of Tenant's signs or trade fixtures shall be repaired by Tenant at its expense forthwith upon the removal of any of such signs or trade fixtures.

4.4 **Employee Parking.** Tenant and its employees shall park their motor vehicles only in the areas of the Shopping Center specifically designated from time to time by Landlord for that purpose. At Landlord's request, Tenant agrees to furnish Landlord with a list of the automobile license numbers of Tenant's employees.

ARTICLE V MAINTENANCE, REPAIRS AND ALTERATIONS OF THE LEASED PREMISES

5.1 **Maintenance and Repairs.** Except as otherwise provided in this Lease, Landlord, at its expense, shall keep and maintain the foundation and structural portions of the walls of the Premises, and the main utility connections serving the Premises, in good condition and repair at all times during the term of this Lease, except for damage thereto caused by the acts or omissions of Tenant or any of Tenant's contractors, employees, agents, customers, or invitees.

Tenant shall be responsible for and shall, at its expense, repair any damage to the roof of the Premises resulting from any penetration of the roof of the Premises made by Tenant or its agents or contractors for the purpose of installing vents, exhaust fans, or similar devices serving the Premises, or for any other purpose, Tenant, at its expense, shall repair any damage to any portion of the Premises caused by the acts or omissions of Tenant or any of Tenant's contractors, employees, agents or invitees. Except for those items for which Landlord is responsible pursuant to the first sentence of this Section, Tenant, at its expense, shall keep and maintain the Premises in good, safe, and sanitary condition and repair at all times during the term of this Lease in such manner as Landlord and any insurer of the Premises reasonably may require and also as may be required to comply with all applicable laws, ordinances, rules and regulations of any federal, state, or local government agency or subdivision having jurisdiction over the Premises. Tenant's responsibilities under this Section shall include, but are not limited to, all plate glass windows and doors in the Premises and the fixtures and equipment serving or constituting a part of the Premises (including, but

not limited to, the lighting, heating, air conditioning, ventilating, plumbing, electrical and sewer and other mechanical systems and equipment serving the Premises). Tenant, at its expense, promptly shall make any and all repairs and replacements to the Premises and to the fixtures and equipment serving or constituting a part thereof which may be required to comply with the obligations of Tenant under this Section, in each case in a good and workmanlike manner using materials, fixtures, and equipment whose quality is at least equal to that of the materials, fixtures, and equipment being repaired or replaced. Upon the expiration or termination of this Lease, Tenant shall deliver the Premises and the fixtures and equipment constituting a part thereof (excluding Tenant's trade fixtures if Tenant is not in default of any of the terms and conditions of the Lease) to Landlord in good condition and repair, reasonable wear and tear accepted. Notwithstanding the foregoing provisions of this Section, Landlord and Tenant agree that this Section shall not be applicable to any damage to, or destruction of, the Premises falling within the scope of Section 9.1 or Section 13.1, which damage or destruction shall be governed by the provisions of such other Sections.

The heating and cooling of the Premises is served by three Roof Top Units ("RTU") described as follows:

| Unit | Brand | Model Number | Serial Number | Year | Tonnage |
|--------|--------|-------------------|---------------|------|---------|
| RTU #1 | Daikin | DSG0481151DXXX | 1903389484 | 2019 | 4 |
| RTU #2 | Trane | YCS048A1E MA001C | 353100588L | 2003 | 4 |
| RTU #3 | Daikin | DFG1203DH00001SAA | 2304313809 | 2023 | 10 |

Landlord shall deliver the RTU's in good working condition. The RTU's shall be maintained in good working order, or replaced as necessary, for the duration of the Term of this Lease. Tenant shall have an annual cap on out-of-pocket HVAC expenses (excluding any preventative maintenance and / or routine maintenance included in Operating Costs) of \$1,500 per unit/per year only for RTU #2, and \$2,500 for RTU #1. There shall be no such cap on RTU #3. Upon replacement of RTU #1 or RTU #2 during the initial lease term or any renewal periods, Tenant shall become 100% responsible for all maintenance, repairs and replacements of the replaced unit and the cap will no longer apply. Landlord shall be responsible for all HVAC expenses in excess of such caps.

5.2 **Liens.** Tenant shall have no authority to cause or permit a construction lien or other lien to arise or be perfected with respect to the Premises, or any part thereof; and Tenant shall so advise any contractor performing any work or providing any materials for Tenant in or with respect to the Premises. If any construction lien or other lien is filed against the Premises, or any part thereof, for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, then Tenant shall cause such lien to be canceled and discharged of record by bond or otherwise within ten (10) days after written request by Landlord.

5.3 **Alterations by Tenant.** Tenant, at its expense, during the term of this Lease may make such non-structural alterations to the interior of the Premises as it deems appropriate; provided, that (i) the structural integrity of the Premises is not thereby adversely affected or diminished, (ii) the roof of the Premises is not affected, (iii) the value of the building in which the Premises are located is not thereby diminished, (iv) the exterior appearance (including the store front) of the Premises is not thereby altered or changed, and (v) the cost of any alteration does not exceed Two Thousand Five Hundred and No/100 Dollars. In all other instances Tenant shall secure the prior written approval of the Landlord before making any alterations. In all cases Tenant must obtain Landlord's written consent before making any roof penetrations for the purpose of installing vents, exhaust fans, or similar devices to serve the Premises or for any other purpose. Any work completed by Tenant as part of Alterations or ongoing maintenance which involves the roof, HVAC or other building systems shall comply with any requirement of any existing warranty to use materials or methods to ensure that the warranty is not invalidated or terminated. Tenant will be required to use Landlord's roof contractor or complete the work under the supervision of Landlord's roof contractor in order to avoid any claim of invalidation of Landlord's roof warranty. All such alterations shall be completed in a good and workmanlike manner with first-class materials and workmanship. At Landlord's option, any additions or alterations made to the interior of the Premises by Tenant shall remain a part of the Premises and be surrendered therewith upon the expiration or termination of this Lease, or upon the expiration or termination of this Lease, Tenant, at its expense, shall restore the Premises to their condition at the time of Landlord's delivery of possession thereof to Tenant.

ARTICLE VI UTILITIES

6.1 **Utilities.** Beginning at Lease Commencement, Tenant shall pay for all gas, water, electricity, telephone, and other utility services used or consumed in or about or furnished to the Premises during the term of this Lease and shall pay all sewer use fees or similar charges made or imposed with respect to or against the Premises during the term of this Lease. Tenant shall hold Landlord and the Premises harmless from all liens, charges, and costs with respect to such items. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities serving the Premises, and if any equipment

installed by Tenant requires additional utility facilities, such additional utility facilities shall be installed at Tenant's expense in accordance with plans and specifications approved in writing in advance by Landlord. Landlord shall not be liable for any interruption in the supply of any utilities, and Landlord does not guarantee the availability of any utilities. Tenant's payments for utility services shall be made directly to the utility or other provider of such service. If any utility is not separately metered to the Premises, Tenant shall pay its prorata share through Operating Costs.

ARTICLE VII OPERATION AND COST OF MAINTENANCE OF COMMON AREAS

7.1 **Definition of Common Areas.** The term "Common Areas" shall mean all areas within the exterior boundaries and ingress and egress roadways of the Shopping Center, and private drives providing ingress egress to public streets, which are now or hereafter may be available for the joint and common use and benefit of Landlord, occupants of the Shopping Center and their employees, agents, servants and other invitees including, without limitation: any pedestrian malls, customer and employee parking areas; access roads; driveways; fences; water, sanitary and storm sewer, gas, electric, telephone and other utility lines, systems, conduits, and facilities to the perimeter walls of any building; landscaped areas; loading areas; sidewalks; any Shopping Center Pylon or monument sign; and the facilities appurtenant to each and all of the foregoing.

7.2 **Definition of Operating Costs.** The term "Operating Cost" shall mean the total cost (other than the cost properly chargeable to capital account according to Generally Accepted Accounting Principles, except as herein specifically provided) and expense incurred in operating, maintaining, equipping, inspecting, protecting, and repairing the Common Areas in and on the Shopping Center, including, without limitation, the cost or expense of or incurred in connection with or reasonably attributable to lighting, heating, ventilating, air conditioning (specifically including but not limited to a preventative maintenance plan for regular filter replacement, lubrication and adjustments to the heating and cooling equipment), and other utility expenses; gardening and landscaping (including planting, replanting, and replacing flowers and shrubs); roof repair (not including roof replacement, which is a Landlord capital expense), cleaning; fire protection (including, without limitation, installation and maintenance of an ADT or similar type system); fees for required licenses; personal property taxes; line painting; operating of loudspeakers and other equipment supplying music; sanitary control; water charges; sewer service charges (including, without limitation, costs and expenses incurred in connection with on-site and off-site sanitary storm and sewer systems servicing the Shopping Center); removal of ice, snow, trash, rubbish, debris, garbage and other refuse; security and traffic direction services; personnel to provide and supervise such services, and to police the Common Areas, and Shopping Center management fees, and including the cost, amortized over its useful life, of the purchase and installation of any device including the maintenance and repair of such device, to improve the operating efficiency of any system in the building or reduce the cost of insurance and thereby reduce operating expenses.

7.3 **Operation by Landlord.** Notwithstanding anything set out in this Lease to the contrary, it is agreed that (i) all Common Areas shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right at any time, once or more often, to change the size, area, level, location and arrangement of the access roads, parking areas, and other Common Areas thereon and therein and to permit the owners or occupants of land located outside the Shopping Center and their invitees to use the Common Areas, (ii) Landlord shall have the right to temporarily close all or any portion of said parking areas and other common facilities in order to make repairs, changes and additions thereto.

7.4 **Common Areas Contribution.** In each Fiscal Year Tenant shall pay to Landlord Tenant's Fraction of the "Operating Costs" (as defined in Subsection 7.2).

7.5 **Payment.** Beginning at Lease Commencement, the Common Areas Contribution payable by Tenant under this Article shall be paid in monthly installments on the first day of each calendar month in advance, in an amount reasonably estimated by Landlord. Within sixty (60) days after the end of each Calendar year, Landlord shall furnish Tenant with a statement summarizing the actual Operating Costs for the preceding Calendar Year and setting forth the method by which Tenant's Common Areas Contribution was determined as herein provided. To the extent the aggregate of the monthly Common Areas Contributions paid by Tenant during such Calendar year exceeds the amount which is payable by Tenant during such Calendar Year, as provided in Section 7.4, the difference shall be credited against the next succeeding monthly Common Areas Contribution to be made by Tenant under this Article, except during the last Lease Year of the term. For the last Lease Year, Landlord will refund such excess to Tenant within thirty (30) days following the expiration of the term, provided Tenant has discharged all of its obligations under this Lease. If the aggregate of the monthly Common Areas Contribution paid by Tenant during any Calendar Year is less than the actual amount due, Tenant shall pay Landlord the difference between the amount paid by Tenant and the actual amount due, within thirty (30) days of demand therefor by Landlord. Any claim by Tenant for revision of any statement submitted by Landlord hereunder for any such Calendar Year, which is not made within thirty (30) days after receipt of such statement, shall be deemed waived and discharged. For the Calendar Year in which this Lease commences or terminates, Tenant's Common Areas Contribution shall be prorated, if applicable, on the basis of a 365-day year.

**ARTICLE VIII
TAXES, INSURANCE AND INDEMNIFICATION**

8.1 **Taxes.** Beginning at Lease Commencement, Tenant shall pay to Landlord as additional rent, its Tenant Fraction of the real estate taxes and assessments levied and assessed against the Premises and Shopping Center less any credits against the payment of such taxes and assessments which Landlord may claim or be entitled to claim, provided that Tenant shall pay to Landlord for each year as additional rent, Tenant's Tax Contribution (as defined in the following sentence). For Purposes of this Lease, Tenant's "Tax Contribution" for a Calendar Year shall be the Tenant Fraction of the taxes actually paid by Landlord (less any applicable tax credits) during such Calendar Year, regardless of the tax period to which such taxes related; provided that not more than twelve (12) months taxes shall be taken into account by Landlord for purposes of determining Tenant's Tax Contribution for any Calendar Year, and provided further that if Landlord pays more than twelve (12) months taxes during any Calendar Year, then the taxes for the period in excess of twelve (12) months (to the extent not previously taken into account for purposes of this Section) shall be carried forward to the next Calendar Year and shall be taken into account by Landlord for purposes of computing Tenant's Tax Contribution for such next Calendar Year. Providing, however, if the Building in which the Premises is located is separately assessed for tax purposes, then the Tenant Fraction shall be adjusted for purposes of the Tenant's Tax Contribution. The denominator of the Tenant's Tax Fraction shall be the approximate total number of square feet of the building area containing the Premises, and the numerator shall be the approximate total number of square feet of the Premises. Tenant shall pay to Landlord, concurrently with Tenant's payments of the monthly installments of Minimum Rent, an amount equal to one-twelfth (1/12) of Tenant's estimated Tax Contribution for the current Calendar Year, as determined annually and communicated to Tenant in writing by Landlord; within sixty (60) days after the end of each Calendar Year, Tenant shall pay to Landlord any unpaid portion of its actual Tax Contribution for the final Lease Year or shall be entitled to a credit from Landlord for any excess Tax Contribution actually paid by Tenant for such Lease Year. Tenant's Tax Contribution for the final Lease Year shall be prorated if such final Lease Year contains less than twelve (12) full months. Tenant agrees to pay when due all property taxes of any kind that may be assessed during the term of this Lease against any personal property fixtures, or leasehold improvements of Tenant at any time located in or about the Premises.

8.2 **Public Liability & Casualty Insurance.** Beginning at Lease Commencement, Tenant shall pay as additional rent its Tenant Fraction of the general liability insurance and all risk property damage insurance carried by Landlord for the Premises and Shopping Center. Providing, however, if the building in which the Premises is located is separately billed for insurance purposes, then the Tenant Fraction shall be adjusted for purposes of the Tenant's Insurance Contribution. The denominator of the Tenant's Insurance Fraction shall be the approximate total number of square feet of the building area containing the Premises and the numerator shall be the approximate total number of square feet of the Premises. Tenant will not use or occupy the Premises in a manner that would invalidate or cause an increase in the cost of such insurance.

Tenant, at its expense, at all times during the term of this Lease and any other period of occupancy of the Premises by Tenant shall obtain and keep in force with respect to the Premises commercial general liability insurance in form customarily written for the protection of owners, landlords, and tenants of real estate, with Landlord and managing agent as additional insured, which insurance shall provide coverage of not less than \$2,000,000.00 combined single limits of liability per occurrence. The policies for all such insurance shall be deemed to be primary and non-contributory in regard to the leased Premises and shall provide that they may not be canceled without at least thirty (30) days' prior written notice to Landlord. Tenant shall furnish to Landlord appropriate certificates evidencing that such insurance is in force, and an endorsement showing Landlord and managing agent as additional insured. Tenant shall obtain Landlord's prior approval to the insurance company Tenant selects for issuance of insurance coverage required by this Section.

Tenant agrees, at its expense, during the term of this Lease and any other period of occupancy of the Premises by Tenant to obtain and keep in force with respect to Tenant's leasehold improvements, inventory, fixtures and equipment, signs and other personal property in the Premises replacement value fire and broad form extended coverage insurance on at least eighty percent (80%) co-insurance basis; Landlord shall be included as a named insured under the policies providing such insurance with respect to Tenant's leasehold improvements, and Tenant shall furnish Landlord with an appropriate certificate evidencing that all insurance required by this Section of this Lease is in force and that Landlord is a named insured thereunder as to such leasehold improvements; and such policies shall provide that they may not be canceled without at least thirty (30) days prior written notice to Landlord.

8.3 **Waiver of Subrogation Claims.** Each party hereto hereby waives any and all claims for or right of recovery which such party or anyone claiming through such party may have against the other party hereto (or such other party's officers, agents, or employees) for, or with respect to, any loss of or damage to such waiving party's property or for any business interruption which is insured or indemnified under valid policies, whether or not such loss, damage, or business interruption is caused by the negligence of such other party or such other party's officers, agents, employees, or any other person or persons for whose actions such other

party may be responsible or liable; provided, that the foregoing waiver shall be effective only to the extent of the insurance proceeds actually collected under such policies in respect of such loss, damage, or business interruption and only when permitted by the applicable insurance policy. Such waiver of claims by Tenant also shall operate as a similar waiver in favor of the other tenants of the Shopping Center and the respective officers, agents and employees or such other tenants.

8.4 **Indemnification.** Tenant hereby indemnifies Landlord against, and agrees to hold landlord harmless from, any and all claims or demands of any third party arising from, or based upon, any act, omission, or negligence of Tenant's contractors, agents, invitees, customers, employees, or anyone else for whom Tenant may be responsible. In the event that Landlord shall, without fault on its part, be made a party to any litigation commenced by any third party against Tenant, the Tenant shall hold Landlord harmless from such litigation and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation, together with any judgments rendered against Landlord.

Landlord hereby indemnifies Tenant against, and agrees to hold landlord harmless from, any and all claims or demands of any third party arising from, or based upon, any act, omission, or negligence of Landlord's contractors, agents, invitees, customers, employees, or anyone else for whom Landlord may be responsible. In the event that Tenant shall, without fault on its part, be made a party to any litigation commenced by any third party against Landlord, Landlord shall hold Tenant harmless from such litigation and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by Tenant in connection with such litigation, together with any judgments rendered against Tenant.

ARTICLE IX DAMAGE OR DESTRUCTION

9.1 **Damage or Destruction.** If the Premises shall be partially or wholly damaged or destroyed by fire or any other casualty except Tenant's negligent or intentional acts, then Landlord forthwith shall proceed to repair and restore the Premises to at least the condition the Premises were in immediately prior to such damage or destruction; provided, that Landlord's work shall not include the repair or restoration of any improvements installed or other work done by Tenant in or about the Premises. If the Shopping Center is more than thirty three and one-third percent (33 1/3%) damaged or destroyed by fire or any other casualty covered by such insurance, then Landlord shall have the option either to cancel this Lease by notice to Tenant in writing within sixty (60) days after the occurrence of such damage or destruction or to repair and restore the Shopping Center to at least the condition it was in immediately prior to such damage or destruction, in which latter event this Lease shall continue in full force and effect; provided, that Landlord's work shall not include the repair or restoration of any improvements installed or other work done by Tenant in or about the Premises. If Landlord repairs or restores the Premises or the Shopping Center, as the case may be, pursuant to this Section, then Tenant at its expense promptly shall repair, restore or replace all of its leasehold improvements, trade fixtures, and personal property damaged or destroyed by such fire or other casualty. In the event of termination, all proceeds from Tenant's fire and extended coverage insurance under Paragraph 8.2 covering Tenant's Leasehold Improvements, but excluding proceeds for trade fixtures, merchandise, signs and other removable personal property, shall be disbursed and paid to Landlord.

9.2 **Abatement of Rent.** In the event of any damage to, or destruction of, the Premises which makes the Premises in whole or in part unfit for use by Tenant in the normal course of its business in the Premises, then the Minimum Rent, or a proportionate part thereof based upon that portion of the Premises which is unfit for use by Tenant in the normal course of its business, shall abate until the Premises have been repaired or restored by Landlord. Nothing in this Section shall be construed to abate the Additional Rent due Landlord from Tenant under this Lease.

ARTICLE X ASSIGNMENT AND SUBLETTING

10.1 **Assignment and Subletting.** Tenant shall have no right to assign this Lease or to sublet the Premises without the prior written consent of Landlord, except that Tenant may assign this Lease to a limited liability company in which Estanislaio Gutierrez-Omelas is a member. In the event that Landlord in its absolute discretion gives such consent, or Tenant assigns this Lease as permitted above, Tenant shall remain primarily liable to Landlord for the payment of the rent and the performance of all of Tenant's other obligations under this Lease for the remainder of the term of this Lease. Tenant shall not allow, or permit any transfer of this Lease, or of any interest in or rights under this Lease, by operation of law and shall not mortgage, pledge, or encumber this Lease, or any interest herein. In the event Tenant requests Landlord's approval, Landlord may assess Tenant an administrative fee of \$700 to prepare or review the necessary documentation.

ARTICLE XI
DEFAULT, BANKRUPTCY, SECURITY INTEREST, AND SECURITY DEPOSIT

11.1 **Default.** If Tenant defaults in the payment of any rent or other sums due and payable by Tenant to Landlord under this Lease for a period of more than five (5) days after the particular payment was due, or if Tenant violates or defaults in the performance of any covenant, agreement, or other condition contained in this Lease (other than the payment of rent or other sums payable under this Lease) for a period of more than ten (10) days after written notice of such violation or default has been given by Landlord to Tenant (or, in the case of a default not curable within ten (10) days, if Tenant shall fail to commence to cure such default within such ten (10) days and thereafter proceed diligently to complete the cure thereof), then Landlord, at its option, may re-enter and repossess the Premises, with or without process of law, and, at its option, may declare this Lease terminated and the term of this Lease ended forthwith; and Landlord shall not be liable for damages by reason of such re-entry and repossession. Notwithstanding such re-entry and repossession by Landlord and whether or not Landlord exercises its option to terminate this Lease, the liability of Tenant for the payment of the rent and other sums due or to become due under this Lease and for the performance of Tenant's other obligations under this Lease for the remainder of the term of this Lease (determined as if Landlord had not terminated this Lease) shall not be relinquished or extinguished but shall continue in full force and effect; and Landlord at any time may commence such one or more actions as it may deem necessary to collect any sums due from or payable by Tenant under this Lease for such period. In the event of any such re-entry and repossession, Landlord shall have the right to relet all or any portion of the Premises upon such terms and conditions as Landlord may deem appropriate; and any such reletting shall not relieve Tenant of any of its obligations to Landlord under this Lease, except to the extent of any net rentals actually received by Landlord from such reletting after deducting all of Landlord's expenses (including, but not limited to, legal expenses, brokerage commissions, and the costs of remodeling the Premises so as to render the Premises suitable for reletting) incurred in preparing for and accomplishing such reletting. Tenant further agrees to pay, in addition to the rent and other sums payable under this Lease, such additional sums as a court of competent jurisdiction may adjudge reasonable as attorneys' fees in any suit or action instituted by Landlord to enforce the provisions of this Lease or the collection of the rent or other sums payable by Tenant under this Lease. Tenant hereby waives any right of redemption that it may have under any present or future law in the event Tenant is evicted from or dispossessed of the Premises by reason of Tenant's Default. Unless Landlord otherwise agrees in writing, Tenant's surrender of possession of the Premises to Landlord prior to the end of the term of this Lease and Landlord's acceptance of such surrender shall not effect a termination of this Lease or release Tenant from any of its obligations under this Lease for the remainder of the term of this Lease.

11.2 **Bankruptcy.** In the event Tenant becomes the subject of voluntary or involuntary proceedings under the federal bankruptcy statutes as in effect from time to time, Landlord shall have all of the rights and remedies available to a landlord under such statutes in such an event. Such event also shall constitute a default under this Lease, and Landlord thereupon may exercise all of its rights and remedies under Section 11.1 unless prohibited from doing so by such statutes.

11.3 **Security Deposit.** Upon execution of the Lease Tenant shall deposit with Landlord as a security deposit under this Lease the amount set forth as a Fundamental Lease Provision in Subsection 1.1(o). Such security deposit shall be held by Landlord, without interest, as security for the faithful performance by Tenant of all the terms of this Lease to be observed and performed by Tenant.

11.4 **Waivers.** One or more waivers by Landlord or Tenant of a breach of any covenant or condition by the other of them shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord or Tenant to or of any act by either requiring the other's consent or approval shall not be deemed to waive or render unnecessary either party's consent to, or approval of, any subsequent similar act by the other party. No waiver or consent of either party shall be binding unless in writing, and Landlord's acceptance of rent with knowledge of the existence of any breach of this Lease by Tenant shall not constitute a waiver of such breach.

11.5 **Cumulative Rights.** The rights, options, elections and remedies of Landlord and Tenant contained in this Lease shall be cumulative and may be exercised on one or more occasions; and none of them shall be construed as excluding any other or additional right, priority or remedy allowed or provided by law.

ARTICLE XII
ENTRY BY LANDLORD

12.1 **Entry by Landlord.** Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the Premises, for the purpose of making repairs, additions or alterations thereto, or for any other lawful purpose; provided, such entry shall not unreasonably interfere with the conduct of Tenant's business. For a period commencing six (6) months prior to the expiration of this Lease, Landlord may have reasonable access to the Premises for the purpose of exhibiting the Premises to prospective tenants thereof and may display "For Rent" signs on the Premises.

**ARTICLE XIII
EMINENT DOMAIN**

13.1 **Eminent Domain.** If the whole of the Premises or the Shopping Center or the parking area in the Shopping Center shall be taken under the power of eminent domain, then this Lease shall terminate and expire as of the date upon which the title vests in the public authority involved; the rent and any other sums payable under this Lease shall be prorated as of such date, and Landlord shall be released from any further liability under this Lease. If more than twenty-five (25%) percent, but less than all of the floor area of the Premises or of the Shopping Center shall be taken or condemned, or if the ratio of square feet of parking area in the Shopping Center to the square feet of all leasable floor space in the buildings then located in the Shopping Center is reduced to less than 3 1/2 to 1 through condemnation or eminent domain proceedings, then either Landlord or Tenant may terminate this Lease by serving upon the other party a written notice of termination effective as of the date upon which possession must be surrendered to the public authority involved. In the event that such option to terminate is exercised, the Minimum Rent and any other sums payable under this Lease shall be prorated as of such date of surrendered possession, and Landlord and Tenant shall be released from any further liability under this Lease. Landlord shall be entitled to the entire award or compensation in such proceedings, whether such damages shall be awarded as compensation for demerit in value of the leasehold or for the fee of the Premises. The rental and other charges for the lease month on the Tenant's occupancy shall be prorated. Nothing herein shall be construed to preclude Tenant's rights to receive compensation or damages for the unamortized cost depreciated on a straight-line basis over the original term of this Lease of fixtures and removable personal property; provided, however, that no such claims shall diminish Landlord's award or the award of Landlord's mortgage. For the purposes of this Paragraph 13.1, a voluntary sale or conveyance in lieu of condemnation, but under the threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

**ARTICLE XIV
SUBORDINATION OF LEASE; ESTOPPEL CERTIFICATES**

14.1 **Subordination of Lease.** Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Building or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

14.2 **Estoppel Certificates.** Tenant, from time to time upon written request from Landlord, agrees to execute, acknowledge and deliver to Landlord, in form reasonably satisfactory to Landlord, a written statement certifying that Tenant has accepted the Premises, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, setting forth the modifications), that the Landlord has performed all of its obligations under this Lease and is not in default under this Lease, the date to which the rent and other sums payable by Tenant under this Lease have been paid in advance (if any), the commencement and termination dates of the term of this Lease, and such additional facts as reasonably may be required by Landlord. Tenant understands and agrees that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of the Premises or by any mortgagee or prospective mortgagee of the Premises, and their respective successors and assigns.

**ARTICLE XV
EXCLUSIVE COVENANTS AND EASEMENTS**

15.1 **Exclusive Covenants and Easements.** Notwithstanding anything to the contrary contained herein, this Lease is subject to and made on the understanding that Landlord has or will grant certain exclusive use rights to other tenants, owners, or occupants of the Shopping Center (herein the "Exclusive Covenants") pursuant to Leases or Operating Agreements (defined below)

Tenant acknowledges that Tenant's use and/or occupancy of the Premises in violation of any current or future Exclusive Covenants or Operating Agreements would subject Landlord to substantial damages and Tenant agrees that any violation by Tenant of any Exclusive Covenants or Operating Agreements shall constitute a default hereunder entitling Landlord to immediately upon delivery of notice to Tenant to cancel this Lease, or to obtain relief from a court of competent jurisdiction enjoining Tenant from violating such Exclusive Covenants or Operating Agreements or to exercise any of the remedies stated herein and any other remedies available under the Law of the state where the Premises are located.

ARTICLE XVI MISCELLANEOUS PROVISIONS

16.1 **Holdover.** In the event that Tenant remains in possession of the Premises after the expiration or termination of this Lease, then Tenant shall be deemed to be occupying the Premises as a Tenant from month to month, subject to all of the conditions, provisions and obligations of this Lease, but without any rights to extend the term of this Lease; provided, that the Minimum Rent payable by Tenant during any such period of holdover shall be computed at the rate of two hundred percent (200%) of the Minimum Rent payable by Tenant during the Lease Year most recently ended. Landlord's acceptance of rent from Tenant in such event shall not alter the status of Tenant as a month-to-month tenant whose occupancy of the Premises may be terminated by Landlord at any time upon one (1) months' notice in advance.

16.2 **Notices.** Any notice to be given hereunder shall be given in writing and be sent by registered or certified mail to the address set forth as a Fundamental Lease Provision in Subsection 1.1(b) or (d). Either party may by written notice to the other party change the address at which it wishes to receive any notice given under this Lease.

16.3 **Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by Landlord or Tenant, or by any third party, to create the relationship of principal and agent's partnership or joint venture between Landlord and Tenant or any relationship other than Landlord and Tenant.

16.4 **Time of Essence.** Time is of the essence of this Lease, and all provisions of this Lease relating to the time or performance of any obligation under this Lease shall be strictly construed.

16.5 **Brokers.** The brokers involved in this transaction are:
Agent for Landlord is Mark Obermeyer or CBRE. Agent for Tenant is Regi Powell and Kara Guinto of P.J. Morgan Real Estate

Landlord and Tenant acknowledge that CBRE is being paid a fee by Landlord and this fee will be shared by the Brokers based on their separate agreement.

16.6 **Severability.** If any provision of this Lease shall be declared legally invalid or unenforceable, then the remaining provisions of this Lease nevertheless shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

16.7 **Number and Gender.** Where the context of this Lease requires, singular words shall be read as if plural, plural words shall be read as if singular, and words of neuter gender shall be read as if masculine or feminine.

16.8 **Captions and Interpretations.** The captions, section numbers, article numbers and table of contents appearing in this Lease in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning, and not strictly for nor against either Landlord or Tenant, and should a court be called to interpret any provision hereof, no weight shall be given to, nor shall any construction or interpretation be influenced by, any presumption of preparation of a Lease by Landlord or by Tenant.

16.9 **Counterparts.** This Lease may be executed by counterparts, including but not limited to facsimile and electronic mail transmittal, and each shall be deemed to constitute an original for all purposes.

16.10 **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

16.11 **Binding Agreement.** All rights and liabilities given to, or imposed upon, Landlord or Tenant in this Lease shall extend to, and bind, their respective heirs, executors, administrators, personal representatives, successors and assigns provided that such assignment has been approved in writing by Landlord.

16.12 **Entire Agreement.** Landlord and Tenant hereby agree that this document contains the entire agreement between them and that there are no other agreements, written or verbal, between them pertaining to the Premises or the subject matter hereof. This Lease may not be amended or supplemented orally, but only by an agreement in writing which has been signed by the party against whom enforcement of any such amendment or supplement is sought.

16.13 **Attorney's Fees.** In the event that at any time during the term of this Lease, either Landlord or Tenant shall institute any action, proceeding, or appeal against the other relating to the provisions of this Lease, or incur any attorney's fees in connection with any default hereunder, then the unsuccessful party in such action or proceeding shall reimburse the successful party for the reasonable expenses of attorney's fees and expenses incurred therein by the successful party.

16.14 **Sale by Landlord.** In the event of any sale or exchange of the Premises by Landlord or assignment by Landlord of this Lease, the selling, exchanging or assigning Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises or this Lease that occurs after the consummation of such sale, exchange or assignment; provided such purchaser or assignee shall expressly assume said covenants and obligations of Landlord.

16.15 **Rules and Regulations.** Landlord and Tenant agree to be governed by Rules and Regulations that the Landlord shall from time to time promulgate and such Rules and Regulations are expressly made a part of this Lease.

16.16 **Option to Renew Lease.** If this Lease shall be in force and effect on the date for the expiration of the term hereof, and the Tenant on that date shall have fully performed all of its obligations hereunder, the Tenant shall have the right, at its option, to extend this lease for One (1) additional term of Five (5) years except that the Minimum Rent for the Premises during such extended term shall increase Three Percent (3%) over the preceding year. Such option shall be null and void if Tenant shall fail to notify the Landlord in writing, at any time during the term hereof but not later than six (6) months prior to the expiration of such term.

16.17 **First Months' Rent.** Tenant shall pay Base Rent and Operating Costs for the first month that rent is due, in the amount of Four Thousand Eight Hundred Ninety-One and 58/100 Dollars (\$4,891.58), to Landlord when the Lease is signed.

16.18 **Exhaust and Plumbing.** Tenant is responsible for all intake and exhaust systems within the leased Premises. Any grease exhaust system which is vented through the roof must have a filtration system installed at the roof vent. The grease exhaust system must be cleaned on a quarterly basis, at the Tenant's expense, and documentation of the cleaning sent in writing to the Landlord. Tenant will be responsible for any roof damage caused by the accumulation of grease or cooking residue on the roof surface.

Additionally, the plumbing facilities shall not be used for any purpose other than that which they are constructed, and no grease or foreign substance of any kind shall be disposed of therein, and the expense of any breakage, stoppage or damage (both within and outside the Lease Premises) resulting from a violation of this rule shall be the responsibility of the Tenant.

Landlord, at Landlord's election, may require Tenant to participate in a regular maintenance program to jet clean the property sewer line at Tenant's cost.

16.19 **Odors.** At initial construction and throughout the term of this Lease, Tenant will make commercially reasonable efforts to eliminate obnoxious odors from escaping from the Premises into other portions of the building in which the Premises is located.

Commercially reasonable efforts shall include, but are not limited to the following:

1. Tenant shall professionally design and install exhaust and air replacement systems that meet or exceed current code and are customary for similar quality restaurants.
2. Such exhaust will be located an appropriate distance from neighboring air intake vents.
3. Such systems will be checked no less frequently than quarterly to insure they are performing as designed.
4. Within two (2) business days of notification from Landlord of complaints about obnoxious odors, Tenant shall check such systems and report the findings to Landlord within two (2) business days thereafter, and make any recommended repairs or adjustments to such system.

16.20 **Nuisances and Offensive Activity.** Tenant shall not create a nuisance within the Premises or within the Shopping Center, or use any portion of the Premises for any activity or purpose which is considered by the Landlord, in Landlord's reasonable discretion, to be objectionable due to sound, odor, visual effect or physical impact and which in the opinion of the Landlord will disturb other tenants or occupants of space within the Shopping Center, or which is deemed by the Landlord to constitute a

nuisance. Included among the activities prohibited because of their detrimental effect upon the general appearance, enjoyment and use of the Premises and the Shopping Center are, without limitation, the following:

- (i) Any excessive vibration, noise, sound or disturbance that is objectionable due to intermittence, beat, frequency, shrillness, loudness or pulsating effect.
- (ii) Any lighting which is flashing or intermittent that unreasonably disturbs the other tenants within the building
- (iii) Any air pollution, including, without limitation, any dust, dirt, mold, microbials or other environmental pollutants in excessive quantities
- (iv) Any emission of excessive, noxious or offensive odors.

No nuisance shall be permitted to exist or operate within the Premises and no activity shall be conducted within the Premises which is offensive or detrimental to any portion of the Shopping Center or any other tenants or occupants of space within the Shopping Center. A violation of this Section 16.21 shall constitute a default under the terms and conditions of this Lease.

16.21 **Disclaimer.** Tenant acknowledges that Landlord's agent, as part of its responsibility herein, may from time to time, and at the discretion of Landlord, draft leases, lease amendments, extensions and other documents and correspondence relating to the Premises. Tenant further acknowledges that Landlord's agent is not providing, and will not provide, any legal advice. In the event that Tenant does not fully understand the terms of any agreement, Tenant should seek separate legal advice related to such matters.

16.22 **Contingency.** This Lease is contingent upon the successful purchase by Tenant of the business assets of Los Tapatios, which is expected to close on or before January 22, 2025 and the successful termination of the lease for the Premises by Los Tapatios if the purchase of the business and the full execution of the termination of the lease does not occur by January 22, 2025, this Lease may be terminated by Tenant or Landlord.

LANDLORD

Classic Street Partners, LLC, a Nebraska limited liability company

BY: Mitchell Straub
Mitchell Straub (Jan 23, 2025 13:47 CST)

Mitchell Straub, General Partner

TENANT

Estanislao LLC, a Nebraska limited liability company

BY: 

Estanislao Gutierrez-Ornelas, Manager

PERSONAL GUARANTY

To induce Classic Street Partners, LLC, a Nebraska limited liability company, its successors and assigns, Landlord, to enter into the Lease dated January 22, 2025 (herein the "Lease") with Estanislao LLC, a Nebraska limited liability company DBA La Cocina Mexican Restaurant, as Tenant, concerning the Premises described as 3905 Twin Creek Drive, Suites 101-102 Bellevue, Nebraska 68123, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Estanislao Gutierrez-Ornelas hereby unconditionally guarantee(s) to Landlord: (i) prompt and full payment of all Minimum Rent and other payments due from the Tenant under the Lease; and (ii) prompt and complete performance of all of the other terms, conditions and covenants of the Tenant under the Lease.

The Guarantor(s) intend(s) and agree(s) that this Guaranty shall remain effective until full and complete payment and performance of all of Tenant's obligations under the Lease, including any modifications or extensions thereof, notwithstanding any act or occurrence which might otherwise act to reduce or discharge the Guarantor(s). In this regard, the Guarantor(s) acknowledge(s) and agree(s) that the liability of the Guarantor(s) under this Guaranty shall continue notwithstanding any assignment, extension, amendment or modification of, or any forbearance under the Lease; and the Guarantor(s) waive(s) notice of any such assignment, extension, amendment, modification or forbearance. Guarantor(s) further agree(s) that Landlord may pursue its remedies under this Guaranty without proceeding against the Tenant.

This Guaranty shall be binding upon the heirs, successors and personal representatives of the Guarantor(s) and shall be construed according to Nebraska law. If more than one person or entity executes this Guaranty as Guarantor, the liability and obligation of each shall be joint and several.

Dated this 22 day of January 2025.

GUARANTOR:

By: 

Print Name: Estanislao Gutierrez-Ornelas

Home Address

Street: 3770 N DIVISION AVE
City, State, Zip: NE 68416 F

EXHIBIT 'A' PREMISES

The Shopping Center is Outlined and the Premises is crosshatched below



EXHIBIT 'B'
LANDLORD'S WORK

Landlord shall provide to Tenant the initial Premises in as-is condition.

EXHIBIT 'C'

TENANT'S WORK

Tenant shall be responsible for all work not being completed by Landlord according to Exhibit "B". All Tenant's Work shall be at Tenant's cost based on a plan approved in advance by Landlord. Prior to construction, Tenant shall submit to Landlord certificates of insurance for any and all contractors and sub-contractors evidencing \$2,000,000 combined single limits of commercial general liability insurance and statutory limits of workers compensation insurance. Tenant shall obtain a Certificate of Occupancy.

EXHIBIT 'D'

SIGN CRITERIA

The purpose of the sign criteria is to establish standards and guidelines of tenant signage.

GENERAL REQUIREMENTS:

1. Tenant will be responsible for all design and installation of all signage at its sole cost and expense.
2. Tenant will submit to Landlord drawings for Landlord's review and approval. These drawings must be in color, must show the proposed sign in elevation on the full extent of the Tenant's store front leased area, must show all dimensions and the total sign area computed by City of Bellevue standards to determine sign budget.
3. All permits and approvals as required by local building or sign codes shall be obtained by the Tenant at its sole cost. Tenant to submit Permit Application to Landlord/Property Manager for appropriate signature.
4. Illuminated store front signs shall be wired back to the Tenant's electrical panel.
5. The following are prohibited:
 - a. Flashing or blinking sign.
 - b. Channelume letters utilizing armour ply backing.
 - c. Descriptions of services, products or merchandise other than the Tenant's trade name.
 - d. Banners, flags or pennants.
 - e. Trailer signs or box type signs and marquee type signs.
 - f. Projecting signs, roof signs or animated or audible devices,
 - g. No paper, cloth, cardboard, decal or similar signs shall be applied to any store front or window.
6. Tenant shall maintain all signs in good appearance and illumination and shall be responsible for penetrations, leaks or damage to Landlord's property caused by the sign.
7. All illumination signs must bear the UL label and the installation must comply with the building and electrical codes.
8. All signs shall be reviewed by Landlord for conformance with these criteria and overall design quality. Approval or disapproval of signs based on aesthetics of design shall remain in the sole discretion of Landlord.
9. Upon termination of the Lease Tenant shall remove it's signs from the Premises (Building and Property) and shall clean and/or repair the building fascia and/or raceway to its original condition.

CONFIGURATION:

1. Sign shall be in the form of individual, full metal channel letters, illuminated from the interior, mounted to a raceway.
2. The overall length of the sign shall not exceed 80% of the leased frontage and the sign must be centered vertically within the sign band, and shall also be centered on the sign bank between side leased lines.
3. Maximum sign height is 24 inches (i.e. one line of 24 inch high letters or two lines of 10 inch letters with 4 inches of space between or any combination that does not exceed 24 inches in height from top to bottom of overall signage).

OPERATION:

1. Tenant shall operate signs by means of a photoelectric cell which turns signs on at dusk and a time clock which will turn the signs off no earlier than 11:00 P.M.

EXHIBIT 'E'
RULES AND REGULATIONS

TENANT AGREES AS FOLLOWS:

1. Tenant shall use its best efforts to complete all deliveries, loading, unloading and services to the premises prior to 10:00 a.m. of each day. Tenant shall attempt to prevent delivery trucks or other vehicles servicing the premises from parking or standing in front of, or at the rear of the premises from 10:00 A.M. to 9:00 P.M. of each day.
2. Tenant shall not, without the prior consent of Landlord, allow any vending, amusement or gaming machines on the premises, or use or permit any person to use the premises or any part thereof for conducting a second-hand store, auction, distress, fire, bankruptcy or going-out-of business sale, or for any use or purpose in violation of any federal, state, or local laws, ordinances, regulations and requirements and that during the term of this Lease the premises, and every part thereof, shall be kept by Tenant in a clean and sanitary condition, free from any objectionable noises, odors and nuisances.
3. All trash and rubbish of Tenant shall be deposited only within receptacles provided or approved by Landlord and no other trash receptacles shall remain outside of the building. Landlord agrees to cause such receptacles to be emptied and trash removed at Tenant's cost and expense.
4. Tenant agrees at all times to conduct its business in a dignified, ethical, responsible, and reputable manner consistent with the highest standards of service and merchandising; and to store or stock only such goods, and merchandise in the premises as Tenant intends to offer for sale at retail in the premises.
5. No radio or television antenna, aerial, satellite dish, or other similar device shall be installed without first obtaining in each instance Landlord's written consent.
6. Tenant shall not affix or maintain upon the glass panes and supports of the windows (and within 24 inches of any window), doors and the exterior walls of the premises, any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items except as shall have first received the written approval of the Landlord as to size, type, color, location, copy, nature and display qualities. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof of the premises.

In addition, no advertising medium shall be utilized by Tenant which can be heard or experienced outside the premises, including without limitation, flashing lights, search lights, loudspeakers, radios or televisions. Tenant shall not display, paint, place or cause to be displayed, painted or placed, any handbills, bumper stickers, or other advertising devices on any vehicle parked in the parking area of the Shopping Center, whether belonging to Tenant, or to Tenant's agent, or to any other person; nor shall Tenant distribute, or cause to be distributed in the Shopping Center, any handbills, fliers or other advertising devices; nor shall Tenant disrupt, any patrons of the Shopping Center. In the event of a violation of this covenant by Tenant, Tenant shall pay to Landlord the cost and expense necessary to remove any such unauthorized material from the Shopping Center.

Tenant may not display or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or remain outside the defined exterior walls, roof and doorways of the premises, nor on the common areas.

7. Tenant shall keep the leased premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
8. The outside areas immediately adjoining the leased premises shall be kept clean and free from rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction or merchandise in such areas.
9. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant or whose employees, agents or invitees shall have caused it.
10. Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.
11. Landlord may amend or add new rules and regulations not inconsistent with the terms of Tenant's lease.

EXHIBIT 'F'
COMMENCEMENT AGREEMENT

This form will be completed and executed by Landlord and Tenant within 30 days after the conditions have been met to determine the items listed below

This Commencement Agreement made this ____ day of _____, 2025, by and between Classic Street Partners, LLC, a Nebraska limited liability company, Landlord, and Estanislao LLC, a Nebraska limited liability company DBA La Cocina Mexican Restaurant, Tenant.

WITNESSETH:

WHEREAS, on _____, Landlord and Tenant entered into a lease agreement (the "Lease") relating to certain Premises located at 3905 Twin Creek Drive, Suites 101-102 Bellevue, Nebraska 68123.

WHEREAS, the Landlord has delivered the Premises to Tenant; and

WHEREAS, the Landlord and Tenant desire to confirm the finalized certain terms of the Lease.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Lease executed by the parties, Landlord and Tenant agree as follows:

1. The Lease Commencement Date is _____.
2. The Rent Commencement Date is _____.
3. The Lease Term shall expire on _____.
4. Rent schedule:

_____ through _____ \$ _____ per month
_____ through _____ \$ _____ per month

5. The Lease and any addendums therewith are in full force and effect and hereby ratified and confirmed.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Commencement Agreement to be duly executed on the date first written above.

LANDLORD
Classic Street Partners, LLC, a Nebraska limited liability company

TENANT
Estanislao LLC, a Nebraska limited liability company

BY: _____
Mitchell Straub, General Partner

BY: _____

PRINT NAME: _____

ITS: _____







Twin Creek - La Cocina Lease

Final Audit Report

2025-01-23

| | |
|-----------------|--|
| Created: | 2025-01-23 |
| By: | Andrea Armstrong (aarmstrong@investorsomaha.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAMnBIZaAtfYZPS_iRL30j2XV0dVrGEu3r |

"Twin Creek - La Cocina Lease" History

-  Document created by Andrea Armstrong (aarmstrong@investorsomaha.com)
2025-01-23 - 7:36:17 PM GMT
-  Document emailed to Mitch Straub (mstraub34@hotmail.com) for signature
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-  Email viewed by Mitch Straub (mstraub34@hotmail.com)
2025-01-23 - 7:43:16 PM GMT
-  Signer Mitch Straub (mstraub34@hotmail.com) entered name at signing as Mitchell Straub
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-  Document e-signed by Mitchell Straub (mstraub34@hotmail.com)
Signature Date: 2025-01-23 - 7:47:53 PM GMT - Time Source: server
-  Agreement completed.
2025-01-23 - 7:47:53 PM GMT

1st AMENDMENT TO LEASE

This Amendment is made by and between Classic Street Partners, LLC, a Nebraska limited liability company, Landlord, and Estanislao LLC, a Nebraska limited liability company DBA La Cocina Mexican Restaurant, Tenant, as of the date both Landlord and Tenant execute this Agreement.

WHEREAS, the parties previously entered into a Lease dated January 22, 2025, for the Premises located at 3905 Twin Creek Suites 101-102, Bellevue, Nebraska, containing approximately 2,893 square feet, and

WHEREAS, the parties desire to modify said Lease,

NOW THEREFORE, in consideration of the premises hereto the parties agree as follows:

1. **Expanded Premises.** Tenant currently occupies suites 101-102 consisting of approximately 2,893 square feet (the "Original Premises"). Beginning upon delivery of Premises (the "Delivery Date"), Tenant is expanding the Premises to include suite 103, as shown on the attached Exhibit A, consisting of approximately 1,384 square feet (the "Expansion Space"), for a total of 4,277 square feet (collectively the "Premises").
2. **Term.** The Term for the Original Premises shall be extended, and the Term for the Expansion Space shall begin upon the Delivery Date of the Expansion Space. Notwithstanding the Delivery Date, the Term for both the Original Premises and the Expansion Space shall expire on December 31, 2032.
3. **Original Premises Extended Term Rent.** Base Rent for the Original Premises will be as follows:

| | |
|---|----------------------|
| August 1, 2030 through December 31, 2030 | \$4,098.42 per month |
| January 1, 2031 through December 31, 2031 | \$4,218.86 per month |
| January 1, 2032 through December 31, 2032 | \$4,339.50 per month |

4. **Expansion Space Term Rent.** Base Rent for the Expansion Space will be as follows:

| | |
|--|----------------------|
| Delivery Date through October 31, 2025 | \$0.00 per month |
| November 1, 2025 through December 31, 2025 | \$1,557.00 per month |
| January 1, 2026 through December 31, 2026 | \$1,730.00 per month |
| January 1, 2027 through December 31, 2027 | \$1,787.61 per month |
| January 1, 2028 through December 31, 2028 | \$1,845.33 per month |
| January 1, 2029 through December 31, 2029 | \$1,903.00 per month |
| January 1, 2030 through December 31, 2030 | \$1,960.67 per month |
| January 1, 2031 through December 31, 2031 | \$2,018.33 per month |
| January 1, 2032 through December 31, 2032 | \$2,076.00 per month |

5. **Additional Security Deposit.** Tenant shall provide Landlord with an additional security deposit in the amount of Two Thousand Seventy-Six and 00/100 Dollars (\$2,076.00) ("Additional Security Deposit") in connection with the lease of the Expansion Space. The Additional Security Deposit shall be delivered to Landlord upon fully executed Amendment, and will be held, applied, and refunded in accordance with the terms governing the original security deposit under the Business Property Lease. This additional deposit is separate from and in addition to the original security deposit of Four Thousand Ninety-Eight and 42/100 Dollars (\$4,098.42), bringing the total security deposit to Six Thousand One Hundred Seventy-Four and 42/100 Dollars (\$6,174.42).

6. **Tenant's Proportionate Share.** Beginning on the Delivery Date, Tenant will be responsible for the increase in Tenant's Proportionate Share of Operating Expenses. The Tenant's Proportionate Share shall be increased to 37.77% (4,277sf/11,325sf).
7. **Utilities.** In addition to Tenant's obligations under Section 6.1 of the Lease, effective on the Delivery Date, Tenant shall also be responsible for all utility charges attributable to the Expansion Space.
8. **Tenant Improvement Allowance.** Landlord shall deliver the Premises in a demised condition. Except for Landlord's obligation to demise the space, Tenant accepts the Premises in its as-is condition. Tenant shall be responsible for all additional improvements, as shown in Exhibit "B". Landlord will provide the sum of Twenty-Seven Thousand Six Hundred Eighty and 00/100 Dollars (\$27,680.00) (the "Tenant Improvement Allowance") for Tenant to make improvements to the Premises. Tenant shall have the right to use such allowance at its sole discretion in the design and construction of the leased Premises granted it is put toward physical improvements to the space. In no event shall the allowance be used for furniture, fixtures, or equipment. Tenant must obtain certificates of insurance for any and all contractors and sub-contractors evidencing \$2,000,000 combined single limits per occurrence of commercial general liability insurance and statutory limits of Workers Compensation Insurance prior to the start of construction in the Premises. Landlord shall pay the contractors directly after receiving a written request from the Tenant to the Landlord accompanied by copies of invoices and a signed lien waiver for each invoice. No rent offsets will be allowed against the improvement allowance. Costs in excess of the amount specified herein shall be the sole responsibility of the Tenant. Prior to commencing any such work, Tenant shall first obtain the written approval of Landlord for the proposed work, which approval shall not be unreasonably withheld or delayed.
9. **First Month's Rent.** Tenant shall pay the first month's rent for the Expansion Space of One Thousand Five Hundred Fifty-Seven and 00/100 Dollars (\$1,557.00) to be applied to the first month of Base Rent, upon full execution of this Amendment.
10. **Option to Extend.** If this Lease shall be in full force and effect on the date for the expiration of the term hereof, and the Tenant on that date shall have fully performed all of its obligations hereunder, the Tenant shall have the right, at his option, to extend this lease for an additional term of Five (5) years, commencing January 1, 2033 and expiring December 31, 2037, upon the same terms and conditions contained in this Lease, except that the Base Rent for both the Original Premises and Expansion Space during said extended term shall be Six Thousand Six Hundred Seven and 97/100 Dollars (\$6,607.97) per month and increase by Three percent (3%) annually on the 1st of January. To exercise such option, the Tenant shall notify the Landlord, in writing, at any time during the original term hereof, but not later than Six (6) months prior to the expiration of such term, of the Tenant's intention to extend such term. In the event that Tenant does not give notice to renew this Lease on the first option; any succeeding renewal options shall terminate.
11. **HVAC Warranty.** Landlord shall deliver the HVAC system serving the Expansion Space in good working condition as of Lease Commencement. Tenant shall be responsible for all repairs to the HVAC system; however, Tenant's out-of-pocket costs for non-routine HVAC repairs shall be capped at \$1,500.00 per calendar year. This cap shall not apply to routine maintenance costs, which shall be billed to Tenant through Common Area Maintenance charges. In the event the HVAC unit requires replacement during the term, the Tenant shall assume full responsibility for the HVAC system thereafter.
12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. In addition, this Agreement may be transmitted digitally between the parties via facsimile/PDF email (or DocuSign-type software), and signatures so transmitted shall be deemed originals and shall be binding upon the parties.

All other terms and conditions of the Lease, except as modified herein, shall remain the same and in full force and effect.

LANDLORD

Classic Street Partners, LLC, a Nebraska limited liability company

BY: Mitchell Straub
Mitchell Straub (Aug 6, 2025 08:21:09 CDT)

Mitchell Straub, General Partner

Date: 08/06/2025

TENANT

Estanislao LLC, a Nebraska limited liability company

BY: Estanislao Gutierrez
Estanislao Gutierrez-Ornelas, Manager

Date: August 5, 2025

The undersigned Guarantor of Tenant's payment and performance under this Business Property Lease hereby approves of the foregoing 1st Amendment to Lease, and acknowledges the continuation of its Guaranty, and the extension of such Guaranty to the obligations under this 1st Amendment to Lease.

BY: [Signature]
Estanislao Gutierrez-Ornelas

EXHIBIT A
The Expansion Space is crosshatched below

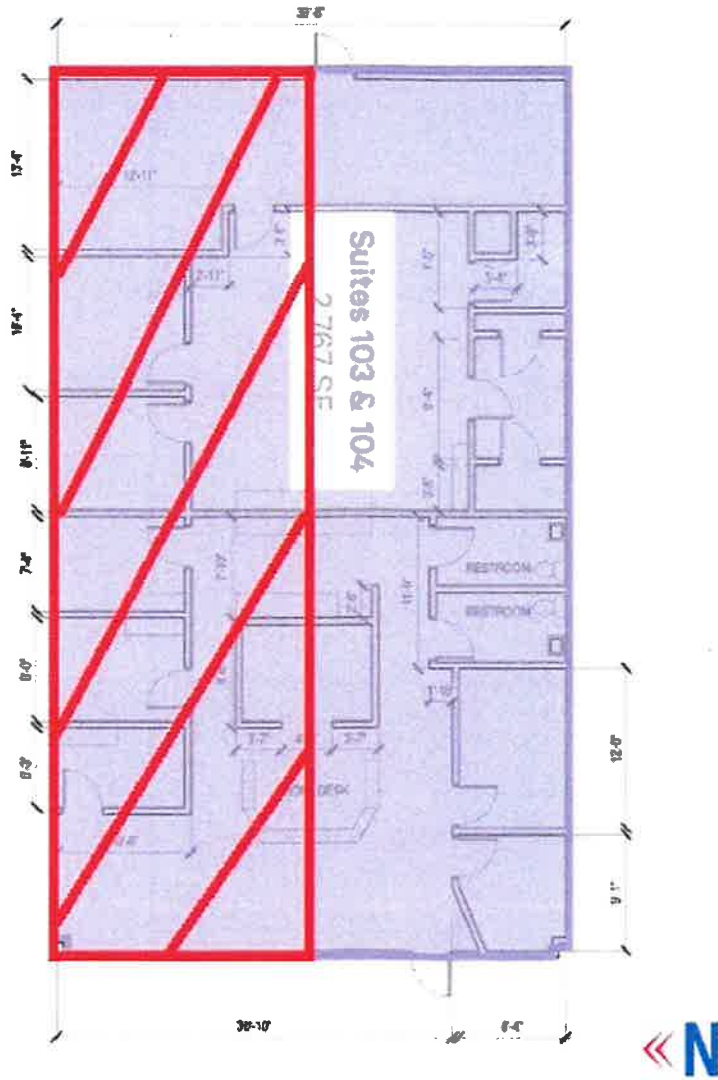


EXHIBIT B
Tenant's Work

IDEAL CONSTRUCTION COMPANY
PO Box 241339
OMAHA, NE 68124

INTEGRITY – RESULTS - PROVEN
ESTABLISHED 2001

WEB--WWW.IDEALCONSTRUCTION.COM
E-MAIL--INFO@IDEALCONSTRUCTION.COM

P/402-592-4020 F/402-991-2995

Date: S-23-25 (rev 6-24-25) (rev7-9-25)
Attn: Molly Kuehl
Company: Investors Realty
Job Address: Twin Creek – Suites 103 & 104
Class Code: PM

PROPOSAL FOR THE FOLLOWING WORK

1. General Conditions

- a. Pre-Construction.
- b. Supervisor.
- c. General Labor.
- d. Tool & Equip usage.
- e. Dumpsters/trash removal as needed.
- f. Portable restrooms if needed.
- g. Protect existing surfaces.
- h. Complete clean-up of our work throughout the project.
- i. Supply architectural plans for a building permit.
- j. Permit fee with the City of Bellevue.

2. Demo.

- a. **Demo below is all on the future La Cocina side. Note that we will be removing all the center walls and the reception desk in its entirety to build the demising wall.**
- b. Demo walls in space per the walk-through, including related electrical, doors, and frames.
- c. Demo lighting.
- d. Demo spiral HVAC ductwork
- e. Demo (2) sections of cabinets with sinks in them in (2) existing north rooms.
- f. Demo grid ceilings in areas where walls will be removed.
- g. Demo grid ceiling in the back area as needed for the new demising wall (nothing in the remaining offices).
- h. Hang HVAC flex lines, save registers and grills for future use.
- i. In the back area, demo the cabinetry and the plumbing in the center of the room, where a past sink was in the back. Cap plumbing just above the floor or just above the grid ceiling line in case the future tenant wants to reuse the rough-ins.
- j. Demo the reception desk.
- k. Remove the ceiling grid as needed in the back to construct the demising wall.

i. No work in the existing restrooms.

3. Patch all existing walls where walls were removed and make paint ready.
4. In the back area, where the vent/waste pipe is in the middle of the room, cap the pipe above the floor.
5. Construct a demising wall to the deck using 6" x 20-gauge studs. Insulate the wall, install 5/8" sheetrock on both sides. Tape and finish psint ready to 12" above the ceiling grid line. Fire tape/caulk above.
6. After the demising wall is built and finished, reinstall the ceiling grid and tiles in the back area.
7. Demo and finish a drywall 6 ft wide x 7 ft tall opening between the two spaces.
8. HVAC- from the existing RTU serving Bay 103, install spiral duct in the open ceiling area with sidewall registers/grills. Insulate existing ductwork that will remain in the offices and the back storage room. Relocate the existing thermostat.
9. Sprinklers.
 - a. Add/plug/relocate sprinkler heads per the new space layout per code.
10. Electrical.
 - a. Install exit/emergency lighting per code.
 - b. Separate all conduits and junction boxes that go between spaces 103 and 104. This amount of the bid is \$ 2000.00
11. Cut a 3' x 7' opening from the storage room to the existing kitchen. Drywall the opening and wrap with FRP paneling
12. Supply and install new floor sink and water supply for a new beverage station includes removal of flooring and pour back around new floor sink.

Subtotal: \$ 47,790.00

Overhead & Profit: \$ 4,779.00

Total Bid Amount: \$ 52,569.00

Alternate #1 – Remove and replace the existing sound system on the existing side with a new complete Polk Audio system with new ceiling-mounted speakers and add (6) additional ceiling-mounted speakers to the new seating area on the expansion side. ADD \$ 4980.00

Alternate #2 – to rough in conduits, junction boxes, and install (15) owner-provided hanging pendant lights over each table on (1) separate switch. ADD \$ 3,375.00 and \$ 275.00 for (1) single-pole switch to turn on these lights.

Alternate #4 – Supply and install approximately 721 sf of tile to match the existing on the floors. Install epoxy grout.
ADD \$10,815.00 My flooring company is trying to find this tile to match it. is there a spec on it?

Alternate #5 – Prep and paint 656 sq ft. of open ceiling area black. ADD \$ 1,148.00

Alternate #6 – Prime and paint both sides of the new demising wall. ADD \$ 2,940.00

Exclusions: Bonds, plans, engineering, restrooms, permits, priming/painting of any existing walls in the expansion space and anything not-mentioned above.

Payments

1. Commercial work - Once the project starts, we will send invoices out bi-weekly, which will be due within 30 days. Invoices will be either a standard invoice or an AIA document. These will be sent until we have billed up to 95% of the project. We will bill the final 5% within a week of the punch list completion.
2. Final payment will be made no later than 20 days from the final invoice date.
3. If payments are not made on time, Ideal Construction has the right to pause/stop work as needed, until funds are received.
4. When payments are delayed, we pay interest to the bank, therefore we have the right to pass said interest onto the customer.

Change Orders

1. Any alteration/deviation of the contract will require a written change order, which will be signed and accepted by both parties prior to any additional work beginning. Without exception, ICC field superintendents are not authorized to issue/approve Change Orders.
2. Change orders may add to the initial timeline given for your project.
3. Change orders will be computed with a 10% markup for overhead and profit.

Other

1. Punch list- there will be (1) punch list scheduled. We will provide paperwork that both parties will have during the walk through. This will cover every aspect of the job. Once that sheet is filled out, we will come back, make the necessary repairs. The paperwork will be signed off on from the customer/landlord and representative and the supervisor or project manager with Ideal.

Ideal Construction Company is an A+ member of the Better Business Bureau. Proof of insurance and references are available upon request.

Acceptance _____ Date _____

Upon acceptance of this proposal, information for billing purposes is required before your project can begin:

1. Party responsible for payment: _____
2. Email where you would like invoices to be sent: _____
3. PO or project name needed on invoice: _____
4. Do you need a lien waiver for each invoice? _____
5. Do you need subcontractor lien waivers at the end of your project? _____

**If you are securing a loan for your project, please confirm with the bank that you are answering the above questions per their requirements.*







1st Amendment to Lease - 08.05.2025 4924-2420-0026 1

Final Audit Report

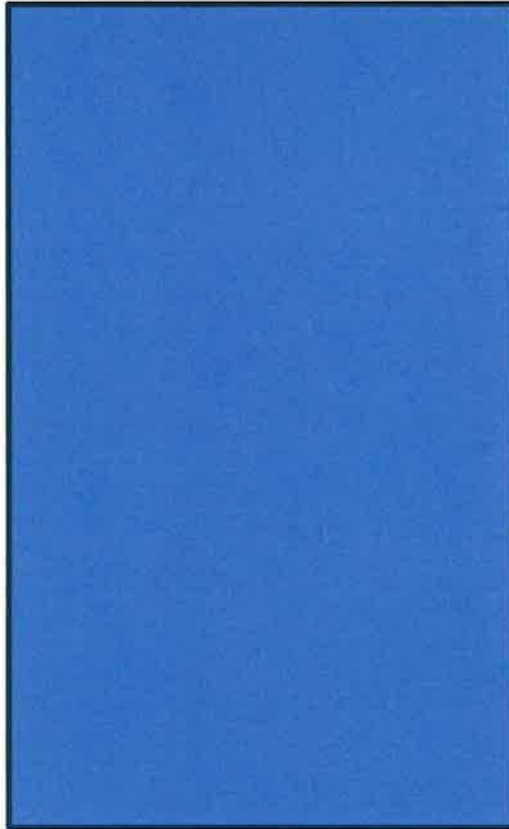
2025-08-06

| | |
|-----------------|--|
| Created: | 2025-08-06 |
| By: | Yvette Houlihan (yhoulihan@investorsomaha.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAQj65VUF1MH1dnnPPo1-2byXEB8d5ZC_r |

"1st Amendment to Lease - 08.05.2025 4924-2420-0026 1" History

-  Document created by Yvette Houlihan (yhoulihan@investorsomaha.com)
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-  Document emailed to mstraub34@hotmail.com for signature
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-  Email viewed by mstraub34@hotmail.com
2025-08-06 - 1:20:03 PM GMT
-  Signer mstraub34@hotmail.com entered name at signing as Mitchell straub
2025-08-06 - 1:20:58 PM GMT
-  Document e-signed by Mitchell straub (mstraub34@hotmail.com)
Signature Date: 2025-08-06 - 1:21:00 PM GMT - Time Source: server
-  Agreement completed.
2025-08-06 - 1:21:00 PM GMT

59'7.5"



67'2.5"

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
4/21/2026

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

SUBJECT:

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

SYNOPSIS/BACKGROUND:

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

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Tammi Palm
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Kenneth L. & Rhonda L. Gearhart

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

CITY COUNCIL HEARING DATE: April 7, 2026

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

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

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

VOTE:

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

Planning Commission Hearing was held on: February 26, 2026

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

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

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

I. GENERAL INFORMATION

A. APPLICANT:

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

B. PROPERTY OWNER:

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

C. GENERAL LOCATION:

16402 S 36th St

D. LEGAL DESCRIPTION:

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

E. REQUESTED ACTIONS:

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

F. EXISTING ZONING AND LAND USE:

AG, Single Family Residential

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The entire site is approximately 20.40 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

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

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

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

C. RELEVANT CASE HISTORY:

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

D. APPLICABLE REGULATIONS:

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

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

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

D. UTILITIES:

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

E. ANALYSIS:

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

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

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

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

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

4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department,

and the Springfield Platteview School District. The cover letter indicated a deadline to send comments back to the Planning Department and stated if the requested department did not have comments pertaining to the application, no response was needed.

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

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

No other comments were received on this case.

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

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

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

VII. COPIES OF REPORT TO:

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

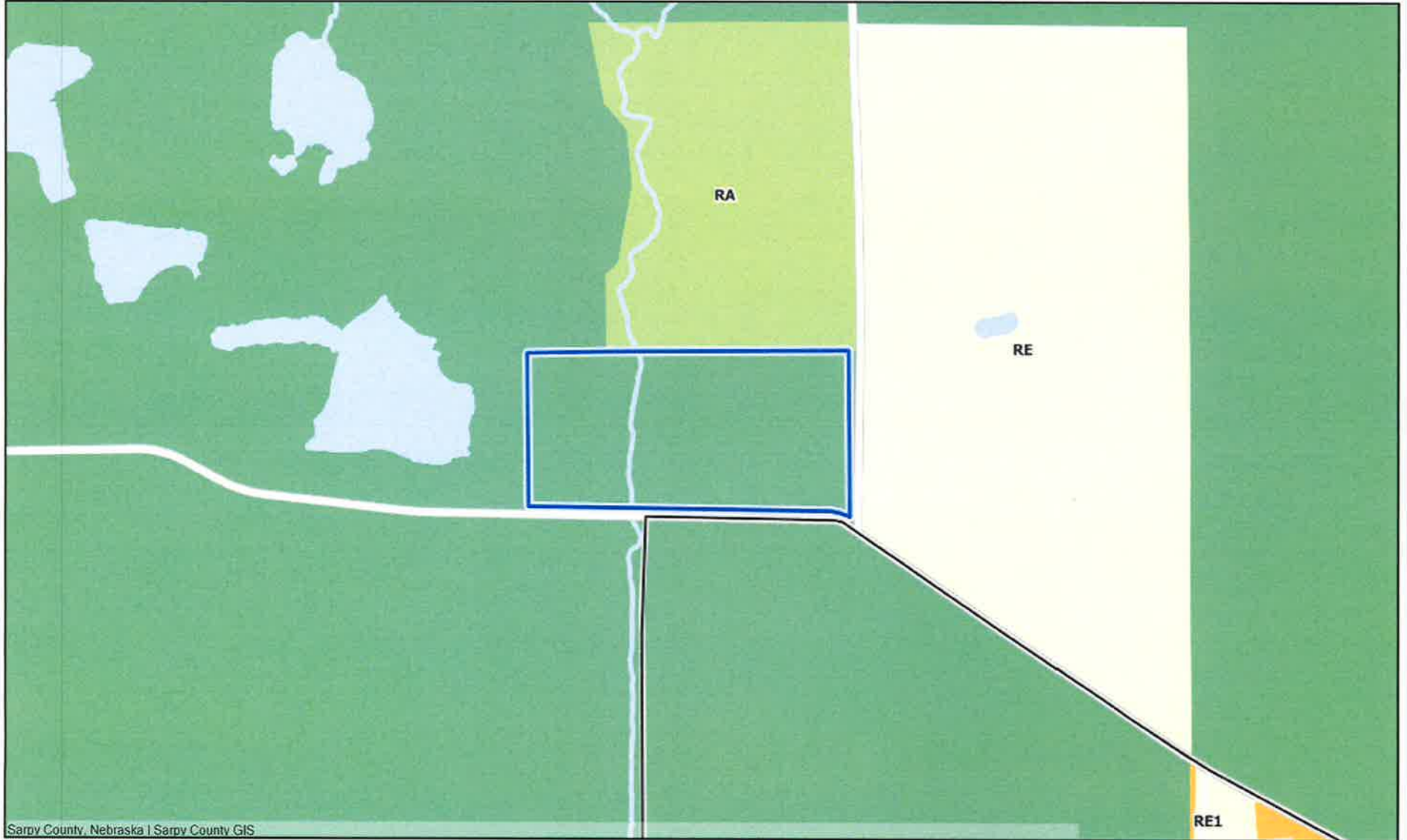

Assistant Planning Manager

 03/10/2026
Planning Director Date of Report



SARPY COUNTY
NEBRASKA

16402 S 36th St



Sarpy County, Nebraska | Sarpy County GIS

0 500 1000
ft

Map Scale 1: 8578

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



Notes



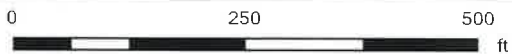


SARPY COUNTY
NEBRASKA

16402 S 36th St



Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 3088

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



Notes





Land Surveying

2915 Sheridan Road
Bellevue, NE 68123-1993

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

January 23, 2026

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

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

Dear Ms. Palm,

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

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

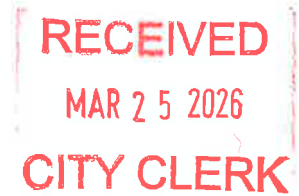
Please advise should additional questions or concerns need to be addressed.

Best Regards,

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

Shirley Harbin

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



Email of support for Agenda Item 12 a.

Thanks,

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

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

Hello Tammi

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

Thank you

Greg Stava

402 850-8090

ORDINANCE NO. 4206

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 16402 S 36TH ST, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 4206 is hereby amended to change the zone classification of the following described parcel of land:

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

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

(Kenneth L. and Rhonda L. Gearhart)

Section 2. This ordinance shall not take effect until such time as the small subdivision plat of R & L Acres is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

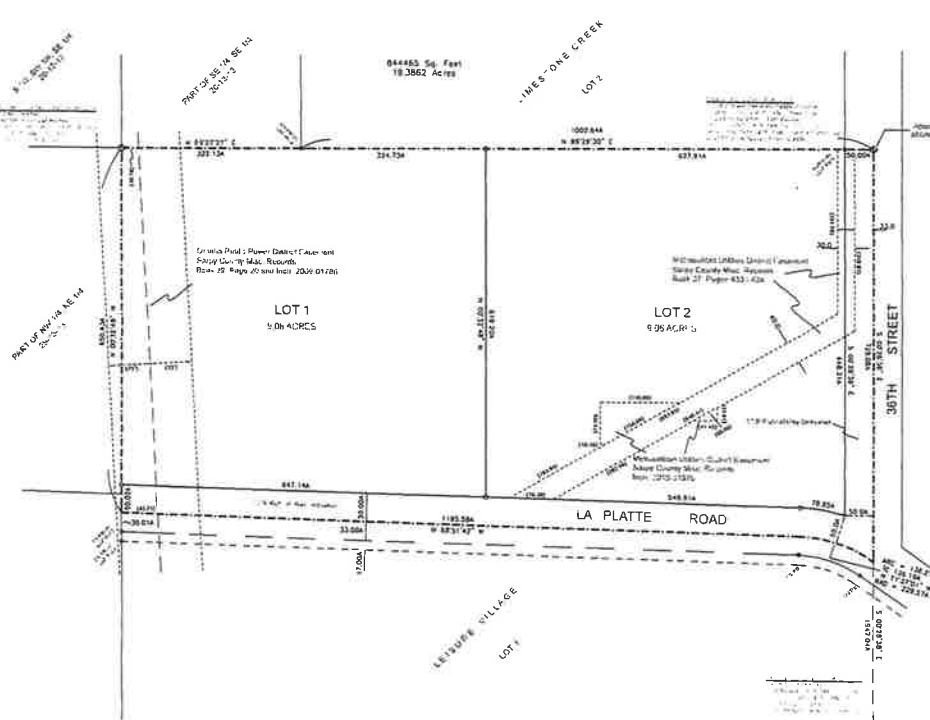
Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

R & L ACRES
LOTS 1 & 2



I, DENNIS L. WHITFIELD, Nebraska Professional Land Surveyor No. 649, duly licensed under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat; that said plat is a true delineation of said survey performed personally or under my direct supervision; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct and in accordance with the Minimum Standards for Surveyors in Nebraska in effect at the time of this survey; the subdivision herein and all permanent measurements have been found or set as all corners of said subdivision to be known as R & L ACRES, being a replat of all of the Northeast Quarter of the Northeast Quarter lying North of La Platte Road in Section 29, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:
Beginning at the Northeast corner of said Section 29; thence South 00°28'30" East along the East line of said Northeast Quarter a distance of 729.86 feet to a point on the Centerline of said La Platte Road; thence on a non-tangent curve to the left having a radius of 225.57 feet an arc distance of 136.19 feet, Long Chord bears North 71°17'00" West a distance of 136.19 feet to a point of tangency; thence continuing along said Centerline North 88°53'40" West a distance of 1,195.58 feet to point on the West line of said Northeast Quarter of the Northeast Quarter; thence North 00°27'48" West along said West line a distance of 656.43 feet to the Northwest corner of said Northeast Quarter of the Northeast Quarter; thence North 89°27'27" East along the North line of said Northeast Quarter of the Northeast Quarter a distance of 327.13 feet; thence continuing along said North line North 89°29'40" East a distance of 1,000.64 feet to the Point of Beginning and containing 20.40 Acres more or less.

RECEIVED
FEB 04 2026
PLANNING DEPT.

Dennis L. Whitfield (P.L.S. #649)
Date _____

DEDICATION

Know all by whom these presents that my Kenneth L. Gorman Jr. and Rhonda L. Gorman, husband and wife, being the owners of the property described within the Surveyor's Certificate and embodied within this Plat, have caused said land to be replatted as shown, said addition to be hereinafter known as "R & L ACRES" and we do hereby certify and approve of the preparation of this plat, as shown on this plat. We do hereby dedicate to the Public for public use, the additional Easement Right-of-Way as shown. Do also grant perpetual easements to Omaha Public Power District (OPPD) for Communications and Centurion services to five (5) feet wide strip of land abutting all front and rear boundaries of all lots, an eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots, and a one (1) foot wide strip of land abutting the rear boundary lines of all exterior lots. The same when laid it is to be defined as three (3) feet from the rear perimeter of the above described addition. The surface (150) foot wide easement may be reduced to eight (8) feet wide when the adjacent land is surveyed, graded and improved. The easement shall grant perpetual easements to Omaha Public Power District and/or Black Hills Energy their successors and assigns to erect, install, operate, maintain, repair and remove powerlines, hydrants and other related facilities and to enter at all times upon the premises for the transmission of gas and water, through, under and across a lot. 20 feet wide strip of land abutting all east-west streets. The easement easements or retaining walls shall be situated in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not obstruct or impede traffic with the abutting or rights herein granted.

In witness whereof, we do set our names this _____ day of _____, 2026.

Kenneth L. Gorman Jr. Rhonda L. Gorman

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska :
County of _____ 155
On this _____ day of _____, 2026, before me a Notary Public duly commissioned and qualified in and for said County, appeared Kenneth L. Gorman Jr. and Rhonda L. Gorman, husband and wife, known to me to be the persons whose names are affixed to the Dedication on this Plat, and did acknowledge the execution of the same to be their voluntary act and deed.
My Commission expires _____
Notary Public: _____

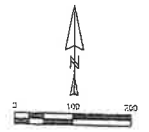
REVIEWED BY SARPY COUNTY PUBLIC WORKS

This Plat of "R & L ACRES" was reviewed by the Sarpy County Surveyor & Office.
Sarpy County Engineer / Surveyor: _____ Date: _____

COUNTY TREASURER'S CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property as depicted on the Surveyor's Certificate and as shown on the records of this office.
Sarpy County Treasurer: _____ Date: _____

HORIZONTAL DATUM:
BEARINGS AND U.S. FEET BASED ON SARPY COUNTY
LIP DETERMINED BY RTK HIGH SMARTNET



- LEGEND**
- Pin Set
 - Pin Found
 - Plot Dimension
 - Actual Dimension
 - Feet, Top
 - OF Spent
 - 20' Meter
 - Centerline
 - Section Corner
 - Long Chord
 - Smooth Bar

City of Bellevue - Small Subdivision

R & L ACRES

D W S
Land Surveying
2915 Sheridan Road, Bellevue, NE 68123
402/292-1221

DATE: 4/21/26
PROJECT: 13517
SHEET: 1 of 1

APPROVAL OF CITY OF BELLEVUE PLANNING COMMISSION
This Plat of "R & L ACRES" was reviewed by the City of Bellevue, Planning Commission.

Chairman of City of Bellevue Planning Commission: _____ Date: _____

BELLEVUE CITY COUNCIL APPROVAL
This Plat of "R & L ACRES" was approved by the City Council of Bellevue on this _____ day of _____, 2026.
Approved by the City Council of Bellevue on this _____ day of _____, 2026.
Approved by the City Council of Bellevue on this _____ day of _____, 2026.
Approved by the City Council of Bellevue on this _____ day of _____, 2026.

Mayor: _____
Attest: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b.
4/21/2026

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

SUBJECT:

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

SYNOPSIS/BACKGROUND:

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

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

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

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

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

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

VOTE:

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

Planning Commission Hearing was held on: February 26, 2026



We Influence The World!

MEMORANDUM

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

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

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

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

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

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

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

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

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

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

As such, staff is recommending the following amendments:

Section 2.04 **A**

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

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

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

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

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

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

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

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

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

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

ADULT ENTERTAINMENT ESTABLISHMENT (See "Sexually Oriented Businesses")

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

One A.U.= One Cow/Calf combination

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

One A.U.= One Horse;

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

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

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

One A.U.= Two Sows with Litters;

One A.U.= 10 Sheep;

One A.U.= 100 Chickens;

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

ANIMALS, DOMESTIC (See “Household Pet”)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Ord No. 3757, April 28, 2014)

Section 5.05 AG Agricultural District

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

5.05.02 Permitted Uses:

The following principal uses are permitted in the AG District.

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

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

5.05.03 Conditional Uses:

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

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

5.05.04 Permitted Accessory Uses:

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

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

5.05.05 Height and Lot Requirements:

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

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

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

5.05.06 Miscellaneous Provisions:

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

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

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

JUSTIFICATION FOR TEXT AMENDMENT

Purpose of Amendment

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

Consistency with Community Values

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

Land Use Compatibility

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

Public Benefit

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

Key Points:

Economic Development:

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

Land Use & Agriculture:

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

Education & Community:

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

Sustainability:

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

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

Proposed Amendment to Ag District- Conditional Use- 5.05.03

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

Allowed Components

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

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

Operational Standards

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

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

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

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

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

PROPOSED TEXT AMENDMENT

City of Bellevue, Nebraska – Land Use Code

Section 2: Amendment to Definitions

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

Multi-Purpose Agricultural Facility

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

Proposed New Use Definition

Multi-Purpose Agricultural Facility

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

ORDINANCE NO.4207

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

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

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

Section 2.04 **A**

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

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

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

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

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

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

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

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

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

ADULT ENTERTAINMENT ESTABLISHMENT (See "Sexually Oriented Businesses")

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

One A.U.= One Horse;

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

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

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

One A.U.= Two Sows with Litters;

One A.U.= 10 Sheep;

One A.U.= 100 Chickens;

One A.U.= 50 Turkeys;

One A.U.= Five Ducks.

ANIMALS, DOMESTIC (See “Household Pet”)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.05.03 Conditional Uses:

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

1. Agritourism

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

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
4/21/2026

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

SUBJECT:

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

SYNOPSIS/BACKGROUND:

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

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

| | | |
|--|--|--|
| IS THIS A CONTRACT?: <input type="text"/> | COUNTER-PARTY: <input type="text"/> | INTERLOCAL AGREEMENT: <input type="text"/> |
| CONTRACT DESCRIPTION: <input type="text"/> | | |
| CONTRACT EFFECTIVE DATE: <input type="text"/> | CONTRACT TERM: <input type="text"/> | CONTRACT END DATE: <input type="text"/> |
| PROJECT NAME: <input type="text"/> | | |
| START DATE: <input type="text"/> | END DATE: <input type="text"/> | PAYMENT DATE: <input type="text"/> |
| INSURANCE REQUIRED: <input type="text"/> | | |
| CIP PROJECT NAME: <input type="text"/> | CIP PROJECT NUMBER: <input type="text"/> | |
| STREET DISTRICT NAME (S): <input type="text"/> | STREET DISTRICT NUMBER (S): <input type="text"/> | |
| ACCOUNTING DISTRIBUTION CODE: <input type="text"/> | ACCOUNT NUMBER: <input type="text"/> | |

RECOMMENDATION:

Staff recommends approval of this request.

ATTACHMENTS:

| | | |
|--------------------------------|-------------------------|-------------------------|
| 1. Letter from Klancy Peterson | 2. Maps | 3. Ordinance No 4210 |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Tammi Palm
[Signature]
[Signature]

November 25, 2025

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

RE: SID 298 Phase IV & V- Detachment Request

Ms. Bataillon:

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

Detachment Request #1

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

Detachment Request #2

Orchard Valley requests the detachment of the following two properties:

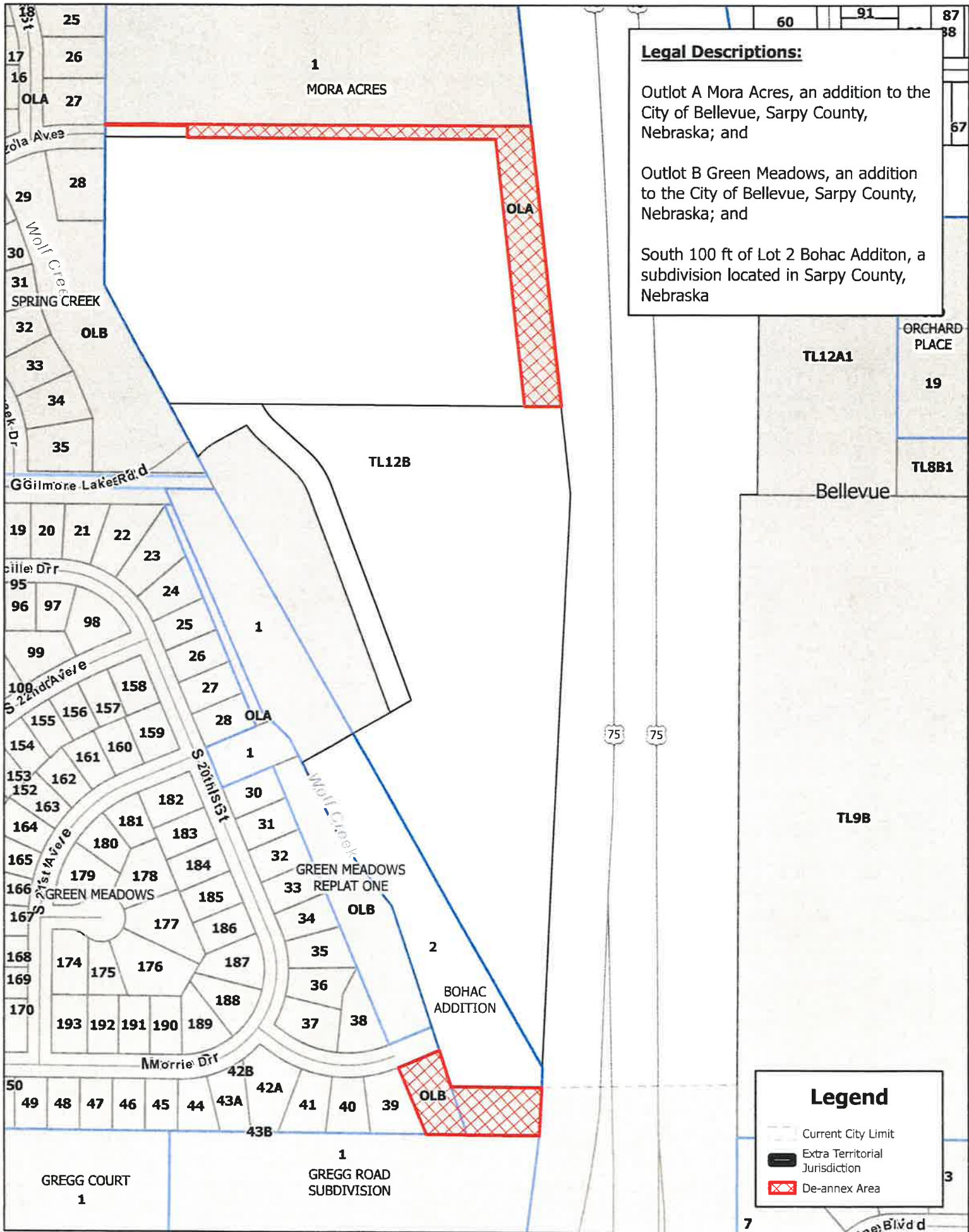
1. Parcel #010934928. Legally described as Outlot B, Green Meadows an addition to the City of Bellevue, Sarpy County, Nebraska.
2. Parcel #011254653, legally described as the South 100’ of Lot 2, Bohac Addition, a subdivision located in Sarpy County Nebraska.

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

Sincerely,

s/Klancy M. Peterson

Klancy M. Peterson



Legal Descriptions:

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

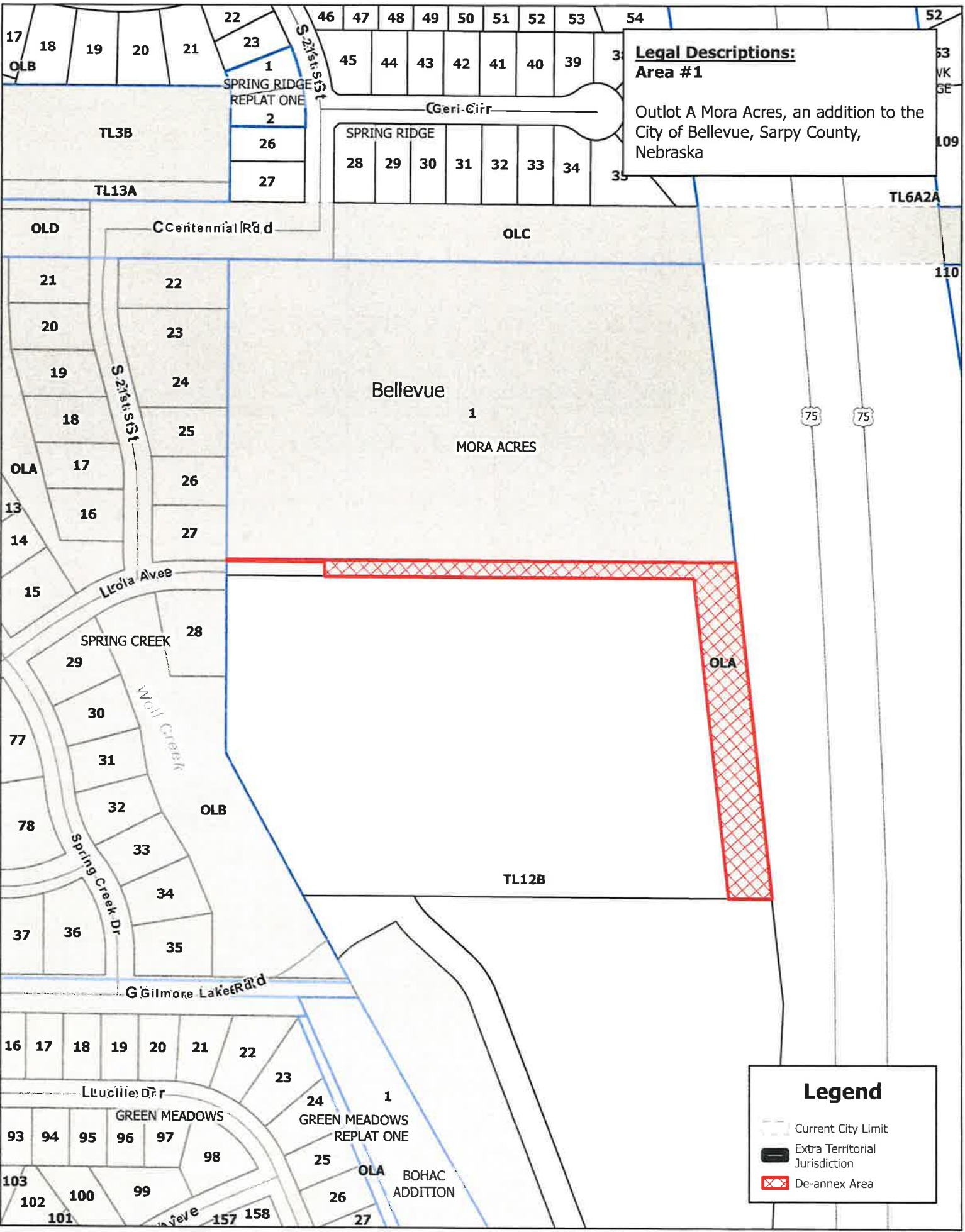
Outlot B Green Meadows, an addition to the City of Bellevue, Saryp County, Nebraska; and

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

Legend

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

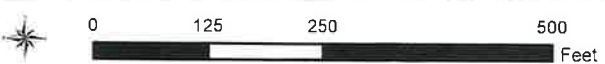


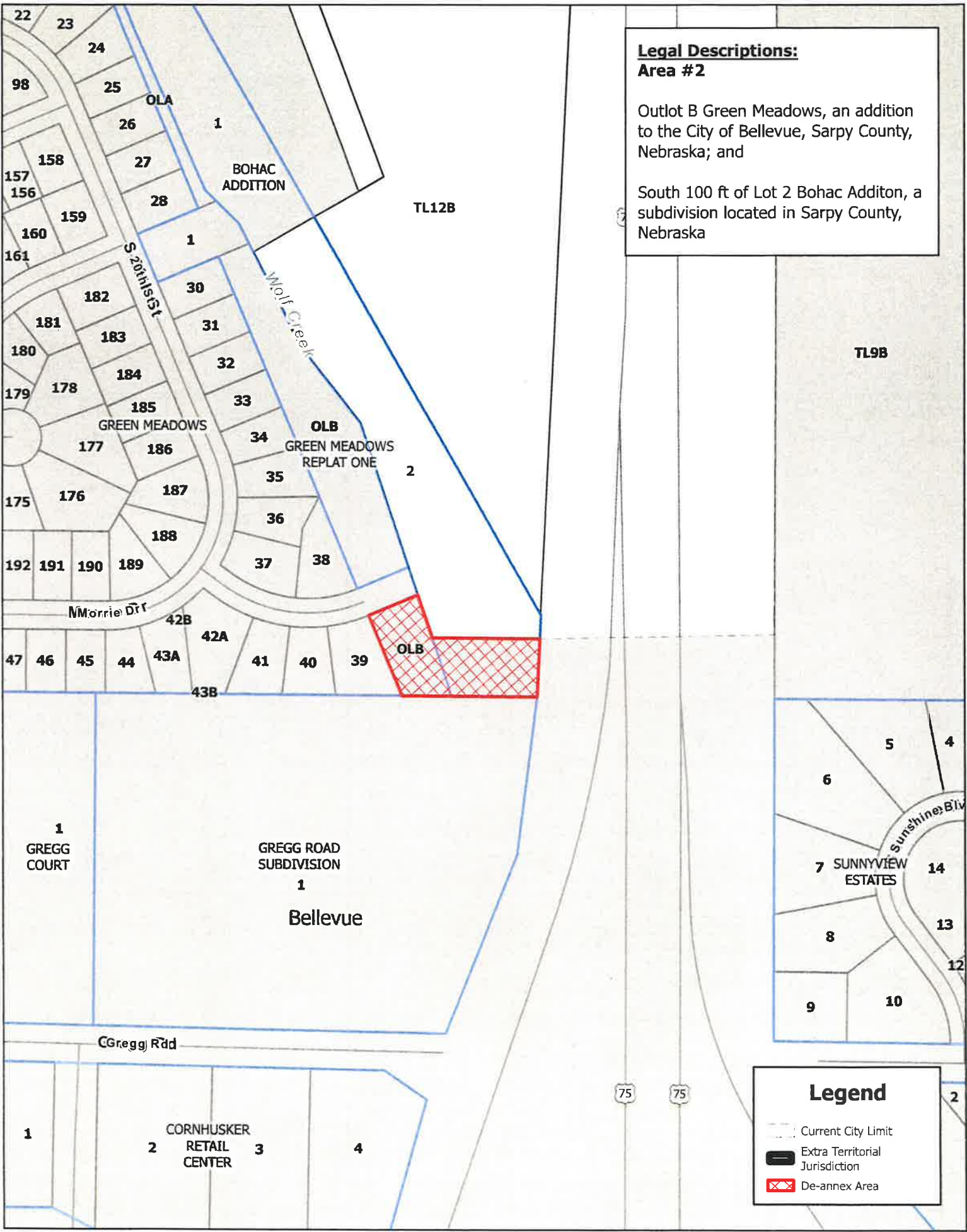


Legal Descriptions:
Area #1
 Outlot A Mora Acres, an addition to the City of Bellevue, Sarpy County, Nebraska

Legend

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





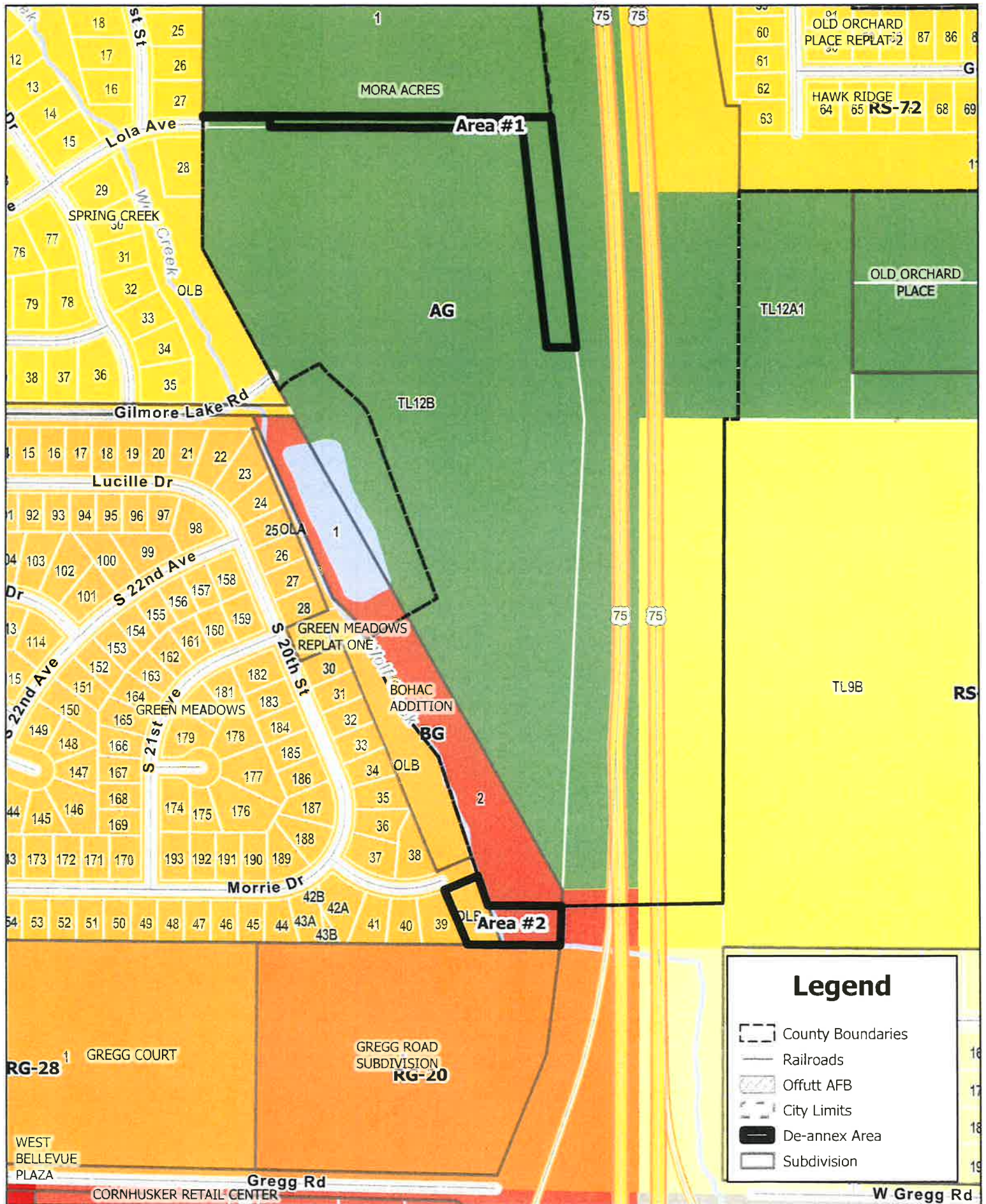
Legal Descriptions:
Area #2
 Outlot B Green Meadows, an addition to the City of Bellevue, Sarpy County, Nebraska; and
 South 100 ft of Lot 2 Bohac Additon, a subdivision located in Sarpy County, Nebraska

Legend

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

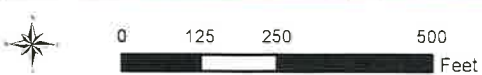


Current Zoning

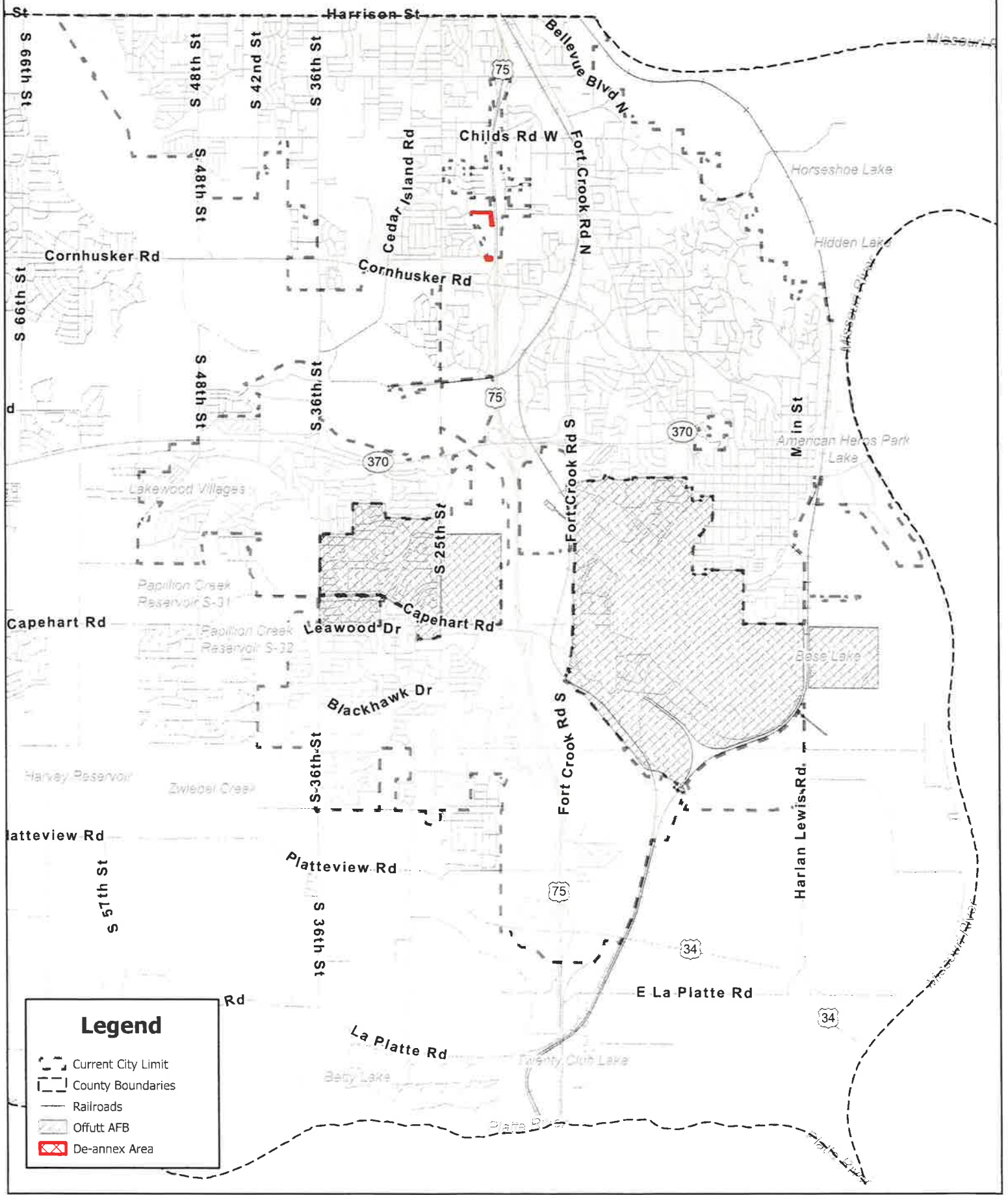


Legend

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



City Limits Before De-Annexation

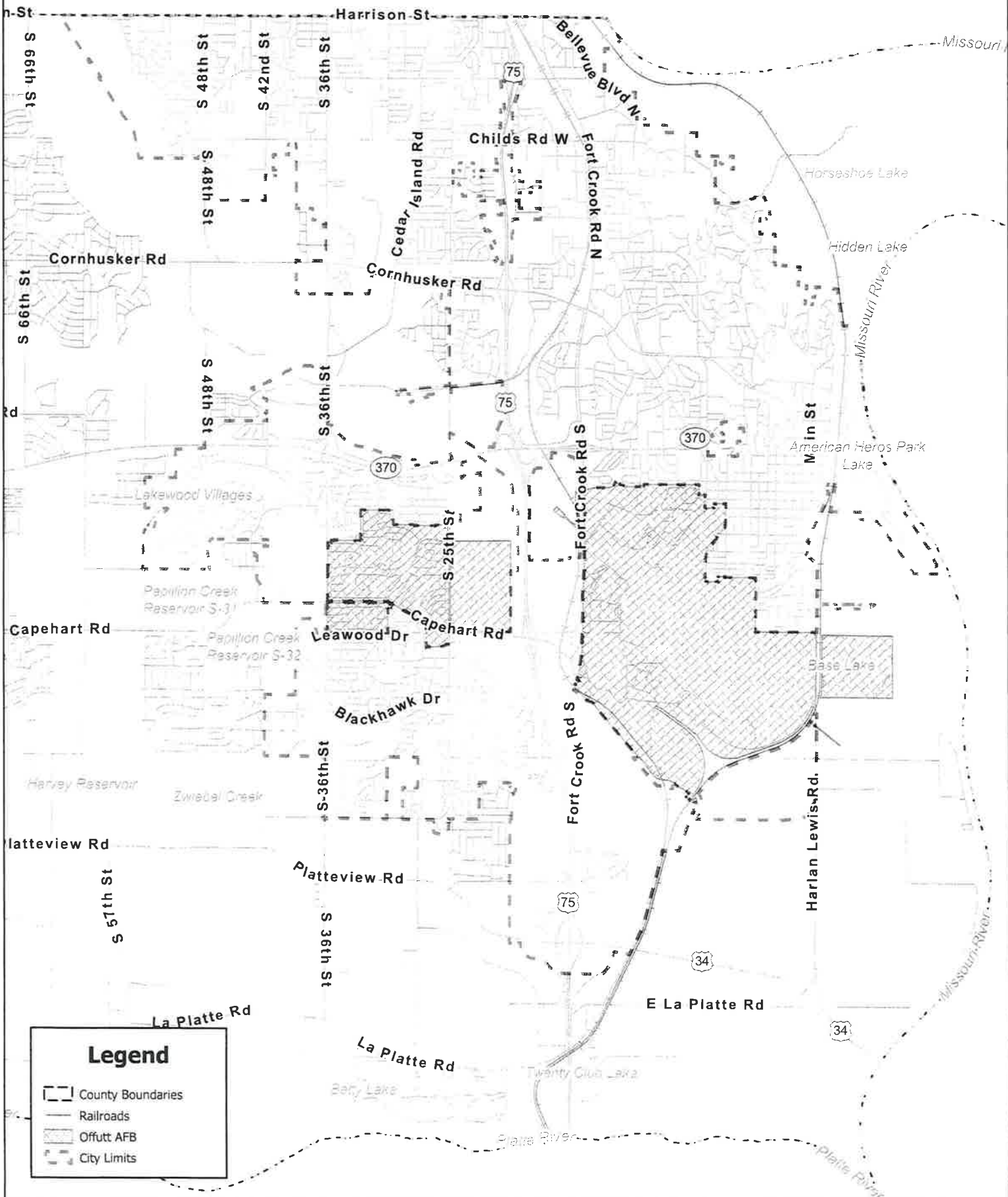


Legend

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



City Limits After De-Annexation



Legend

- County Boundaries
- Railroads
- Offutt AFB
- City Limits



ORDINANCE NO. 4210

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

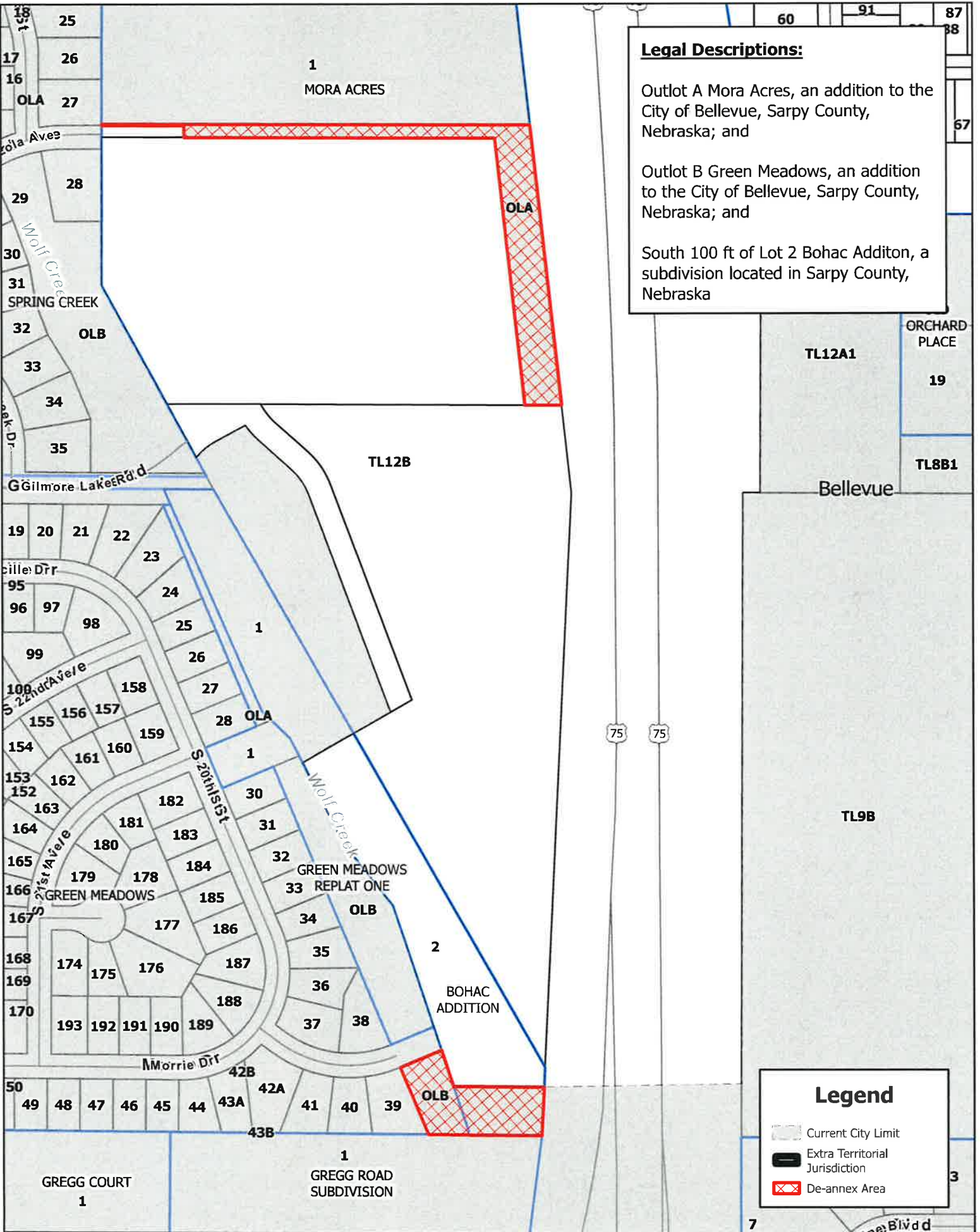
City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____



Legal Descriptions:

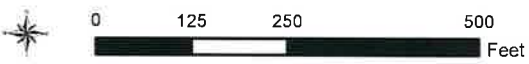
Outlot A Mora Acres, an addition to the City of Bellevue, Sarpy County, Nebraska; and

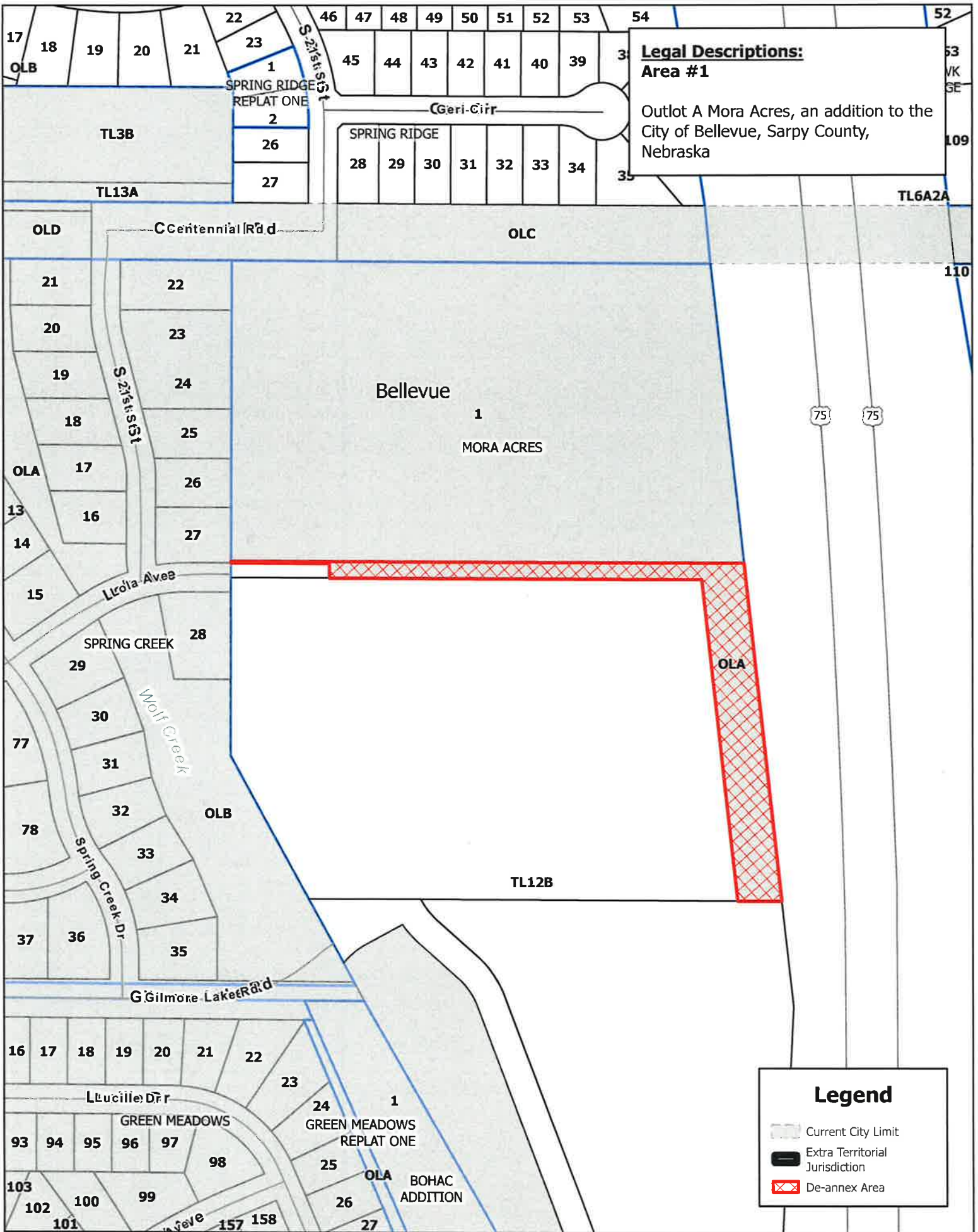
Outlot B Green Meadows, an addition to the City of Bellevue, Sarpy County, Nebraska; and

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

Legend

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








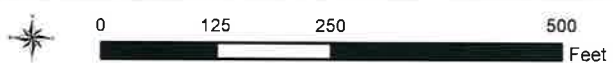
Legal Descriptions:

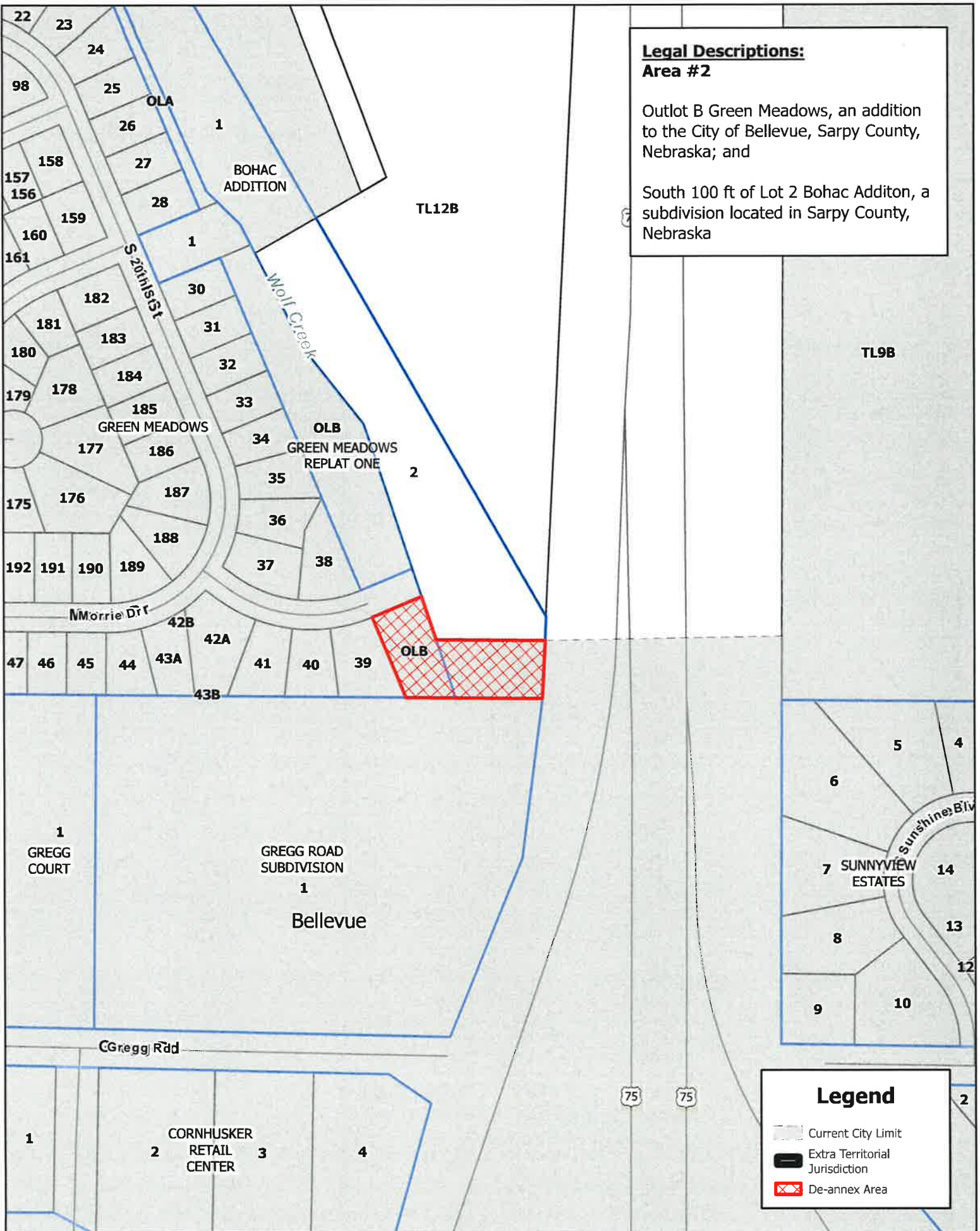
Area #1

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

Legend

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

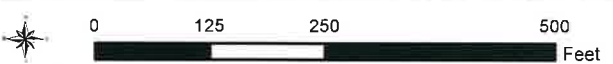




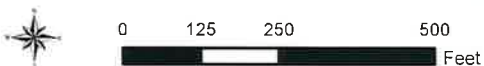
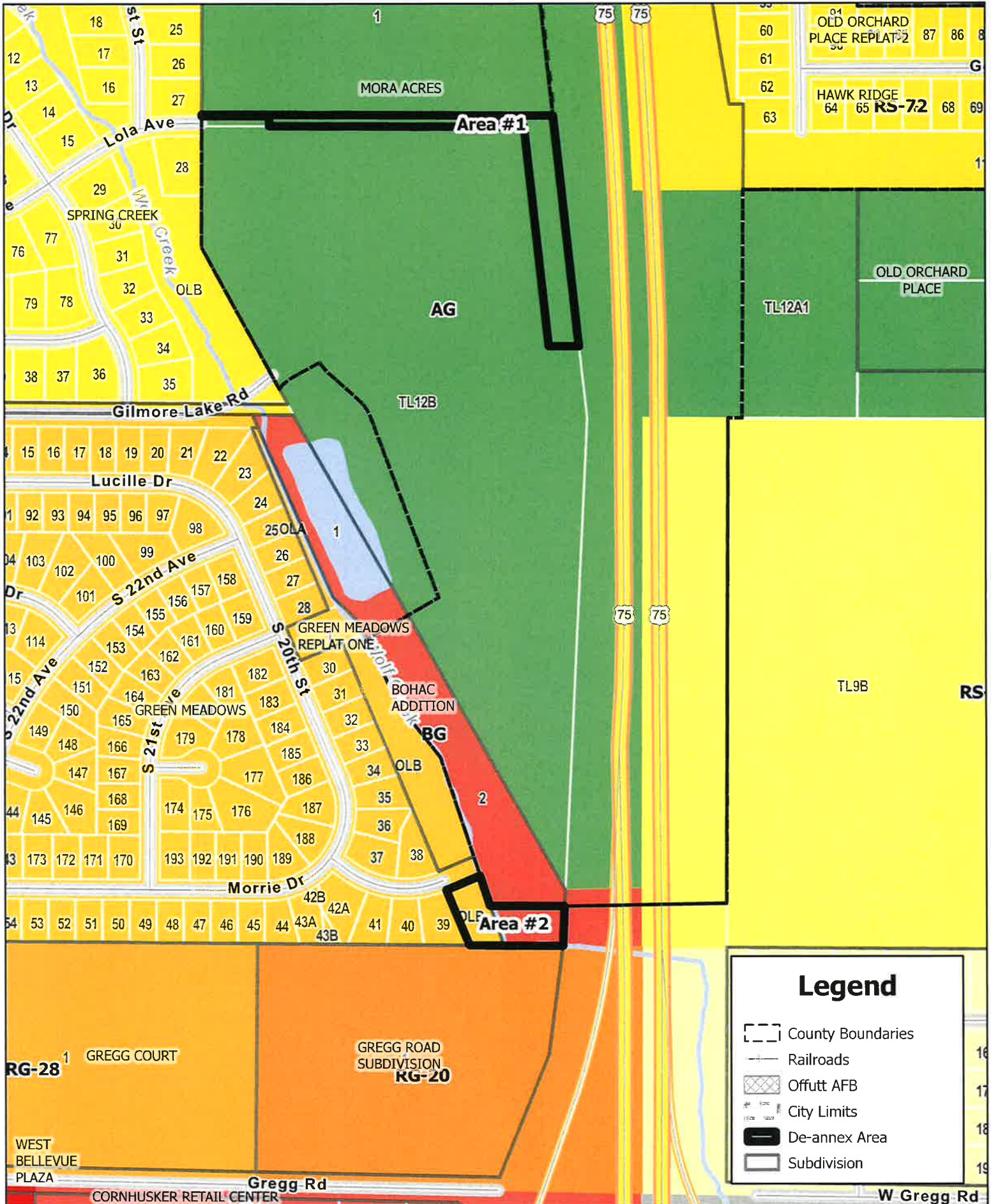
Legal Descriptions:
Area #2
 Outlot B Green Meadows, an addition to the City of Bellevue, Sarpy County, Nebraska; and
 South 100 ft of Lot 2 Bohac Addition, a subdivision located in Sarpy County, Nebraska

Legend

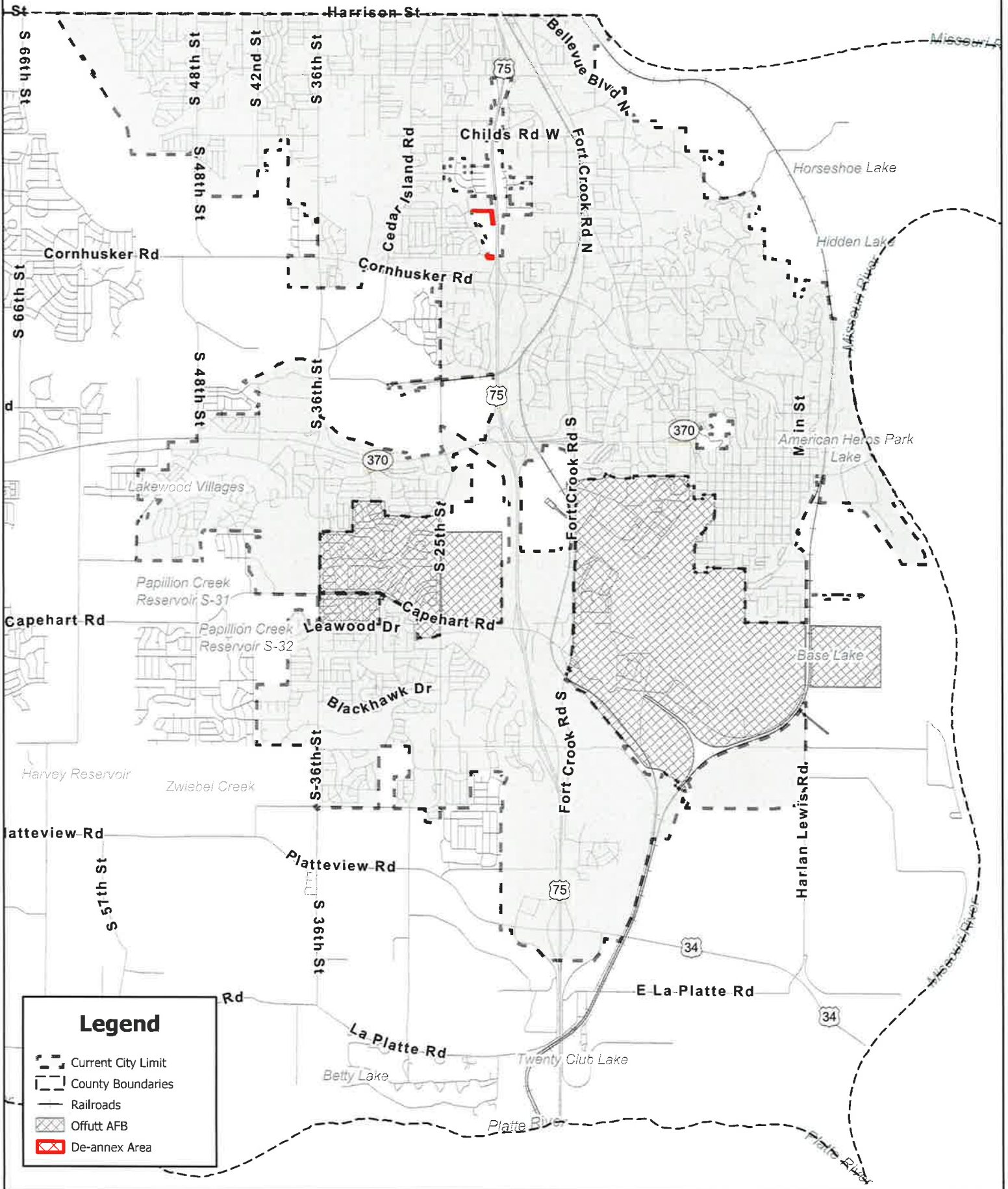
- Current City Limit
- Extra Territorial Jurisdiction
- De-annex Area



Current Zoning

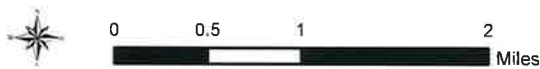


City Limits Before De-Annexation

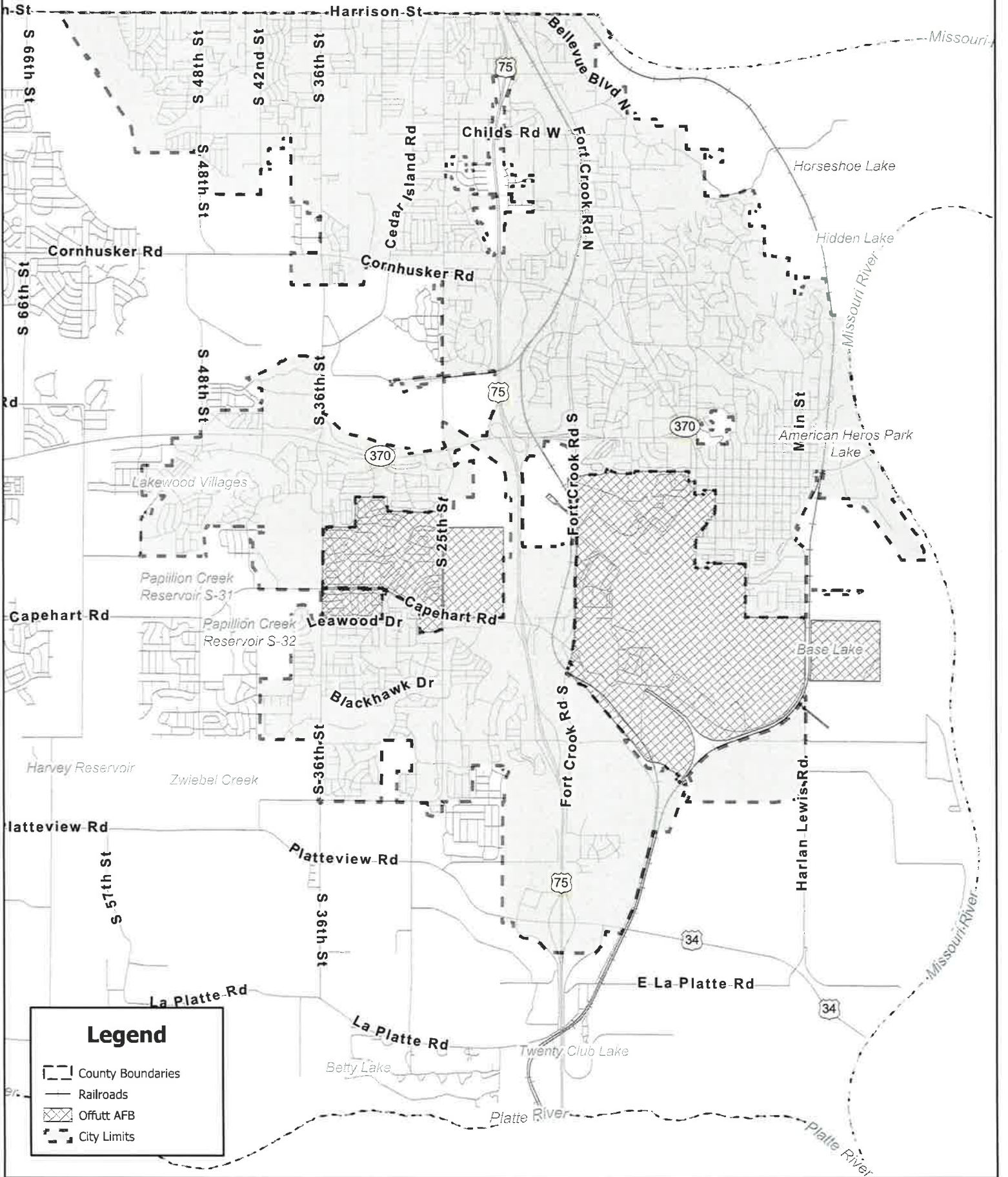


Legend

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



City Limits After De-Annexation



Legend

- County Boundaries
- Railroads
- Offutt AFB
- City Limits



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
04/21/2026

| | | | |
|---|---|---|--|
| COUNCIL MEETING DATE: April 21, 2026 | | SUBMITTED BY: Dave Goedeken - Public Works | |
| AGENDA ITEM: | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION <input type="checkbox"/> | |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input checked="" type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/> | |
| RESOLUTION <input type="checkbox"/> | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/> | |

SUBJECT:

Ordinance No. 4211 to Create Improvements District No. 26-03 within the corporate limits of the City of Bellevue. BPW260201

SYNOPSIS/BACKGROUND:

Improvements in the District include but not limited to; demolition, removal, and disposal for existing pedestrian walking/biking trail and other associated paving the the district; grading and construction and installation of new improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to include concrete walking/biking trail, paving, signage, electrical controllers, lighting, ramps, appurtenances, ADA facilities, and other permanent facilities. Project Name: Bike and Trail Renovations - Everett Park

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

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: Bike and Trail Renovations - Everett Park (BPW260201)

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

CIP PROJECT NAME: Bike and Trail Renovations - Everett Park CIP PROJECT NUMBER: CIPPK26(01)

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

ACCOUNTING DISTRIBUTION CODE: 7040 ACCOUNT NUMBER: 10-11

RECOMMENDATION:

Approve and Authorize the Mayor to sign Ordinance No. 4211 for Improvements for District No. 26-03, the City of Bellevue. Project Name: Bike and Trail Renovations - Everett Park

ATTACHMENTS:

1. Ordinance No. 4211 2. 3.

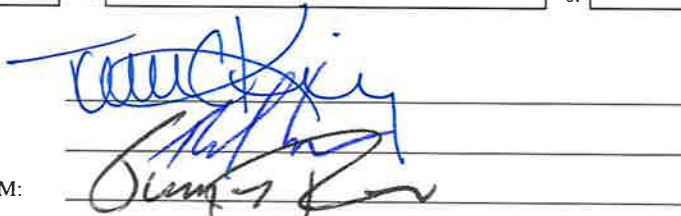
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



ORDINANCE NO. 4211

AN ORDINANCE TO CREATE IMPROVEMENT DISTRICT NO. 26-03 WITHIN THE CORPORATE LIMITS OF THE CITY OF BELLEVUE, NEBRASKA; TO PROVIDE FOR IMPROVEMENTS IN SAID IMPROVEMENT DISTRICT; TO PROVIDE FOR AN EFFECTIVE DATE; AND RELATED MATTERS.

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

Section 1: The Mayor and City Council hereby find and determine that it is advisable and necessary for certain improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to be made in the City as provided and described in this ordinance, and that it is necessary and appropriate to create an improvement district for such improvements pursuant to Section 16-617, R.R.S. Neb., as amended.

Section 2: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City of Bellevue **Improvement District No. 26-03** (the “**District**”), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-03

- i. The improvements to be made in the District shall include but shall not be limited to the following:

Demolition, removal, and disposal of existing pedestrian walking/biking trail and other associated paving in the district; grading and construction and installation of new improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to include concrete walking/biking trail, associated paving, signage, electrical controllers, lighting, ramps, appurtenances, ADA facilities, and other permanent facilities related thereto or used in connection therewith.

- ii. The outer boundaries of the District are and shall be a line which traces the outer boundaries of the entirety of the following property:

All the lots and lands included within Lots 5 thru 35 Twin Ridge Addition, and Lots 174A2 and 187 thru 194 Mission Gardens Addition, more commonly known as Everett Park, all located in Bellevue, Nebraska.

Section 3: The cost of such improvements in the District is intended to be paid or reimbursed through the issuance of tax-exempt bonds to the City, as provided by Section 16-623, R.R.S. Neb., as amended; and that such improvements shall be of general benefit to the City and therefore no special assessments shall be levied upon the property in the District.

Section 4: That the contract for services, material, and labor for such improvements shall be or has been advertised for bids as required by law.

Section 5: This Ordinance shall be in full force and effect after its publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this ____ day of _____, 20__.

CITY OF BELLEVUE

Mayor

Attest:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

| | | | |
|---|---|---|--|
| COUNCIL MEETING DATE: April 21, 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 checked="" type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/> | |
| RESOLUTION <input type="checkbox"/> | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/> | |

SUBJECT:

Ordinance No. 4212 to Create Improvement District No. 26-04 within the corporate limits of the City of Bellevue to provide for improvements in said improvement district. BPW260202

SYNOPSIS/BACKGROUND:

Improvements in the District include but not limited to: demolition, removal, and disposal of existing pedestrian walking/biking trail and other associated paving in the district; grading and construction and installation of new improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to include concrete walking/biking trail, associated paving, signage, electrical controllers, lighting, ramps, appurtenances, ADA facilities, and other permanent facilities. Project Name: Bike and Trail Renovations - Willow Springs 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 Ordinance No. 4212 for Improvements for District No. 26-04, the City of Bellevue. Project Name: Bike and Trail Renovations - Willow Springs Park

ATTACHMENTS:

| | | |
|--|-------------------------|-------------------------|
| 1. <input type="text" value="Ordinance 4212"/> | 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:



ORDINANCE NO. 4212

AN ORDINANCE TO CREATE IMPROVEMENT DISTRICT NO. 26-04 WITHIN THE CORPORATE LIMITS OF THE CITY OF BELLEVUE, NEBRASKA; TO PROVIDE FOR IMPROVEMENTS IN SAID IMPROVEMENT DISTRICT; TO PROVIDE FOR AN EFFECTIVE DATE; AND RELATED MATTERS.

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

Section 1: The Mayor and City Council hereby find and determine that it is advisable and necessary for certain improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to be made in the City as provided and described in this ordinance, and that it is necessary and appropriate to create an improvement district for such improvements pursuant to Section 16-617, R.R.S. Neb., as amended.

Section 2: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City of Bellevue **Improvement District No. 26-04** (the “**District**”), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-04

- i. The improvements to be made in the District shall include but shall not be limited to the following:

Demolition, removal, and disposal of existing pedestrian walking/biking trail and other associated paving in the district; grading and construction and installation of new improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to include concrete walking/biking trail, associated paving, signage, electrical controllers, lighting, ramps, appurtenances, ADA facilities, and other permanent facilities related thereto or used in connection therewith.

- ii. The outer boundaries of the District are and shall be a line which traces the outer boundaries of the entirety of the following property:

All the lots and lands which are included within Lots 137, and 138, The Town, and Outlot 1 Willow Springs, more commonly known as Willow Springs Park; all located in Bellevue, Nebraska.

Section 3: The cost of such improvements in the District is intended to be paid or reimbursed through the issuance of tax-exempt bonds to the City, as provided by Section 16-623, R.R.S. Neb., as amended; and that such improvements shall be of general benefit to the City and therefore no special assessments shall be levied upon the property in the District.

Section 4: That the contract for services, material, and labor for such improvements shall be or has been advertised for bids as required by law.

Section 5: This Ordinance shall be in full force and effect after its publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this ____ day of _____, 20__.

CITY OF BELLEVUE

Mayor

Attest:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

| | | | |
|---|---|--|--------------------------|
| COUNCIL MEETING DATE: April 21, 2026 | | SUBMITTED BY: David Goedeken - Public Words Director | |
| AGENDA ITEM: | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION | <input type="checkbox"/> |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input checked="" type="checkbox"/> | PUBLIC HEARING | <input type="checkbox"/> |
| RESOLUTION <input type="checkbox"/> | CURRENT BUSINESS <input type="checkbox"/> | OTHER | <input type="checkbox"/> |

SUBJECT:

Ordinance No. 4213 to Create Improvements District No. 26-05 within the corporate limits of the City of Bellevue BPW260104

SYNOPSIS/BACKGROUND:

Improvements in the District include but not limited to; milling and resurfacing asphalt paving of 43rd Street from and including the intersection of Harrison Street to and including the intersection of Margo Street, and other improvements defined in Section 16-617.01, R.R.S. Neb., as amended, also including milling removal of asphalt and construction of asphalt paving, including grading, pavement patching, signage, electrical and lighting. Project Name: 2026 Overlay Projects

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: 2026 Overlay Projects (BPW260104)

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

CIP PROJECT NAME: 2026 Overlay Projects CIP PROJECT NUMBER: CIPST26(03)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15

RECOMMENDATION:

Approve and Authorize the Mayor to sign Ordinance No. 4213 for Improvements for District No. 26-05, the City of Bellevue. Project Name: 2026 Overlay Projects

ATTACHMENTS:

| | | |
|-------------------------|-------------------------|-------------------------|
| 1. Ordinance No. 4213 | 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:

ORDINANCE NO. 4213

AN ORDINANCE TO CREATE IMPROVEMENT DISTRICT NO. 26-05 WITHIN THE CORPORATE LIMITS OF THE CITY OF BELLEVUE, NEBRASKA; TO PROVIDE FOR IMPROVEMENTS IN SAID IMPROVEMENT DISTRICT; TO PROVIDE FOR AN EFFECTIVE DATE; AND RELATED MATTERS.

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

Section 1: The Mayor and City Council hereby find and determine that it is advisable and necessary for certain improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to be made in the City as provided and described in this ordinance, and that it is necessary and appropriate to create an improvement district for such improvements pursuant to Section 16-617, R.R.S. Neb., as amended.

Section 2: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City of Bellevue **Improvement District No. 26-05** (the “**District**”), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-05

- i. The improvements to be made in the District shall include but shall not be limited to the following:

Milling and Resurfacing asphalt paving of 43rd Street from and including the intersection of Harrison Street to and including the intersection of Margo Street, and other improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to include surface milling removal of asphalt, and construction of asphalt paving in the district; including grading, pavement patching, signage, electrical controllers, lighting, ADA facilities, and other permanent facilities related thereto and used in connection therewith.”

Milling and Resurfacing concrete and asphalt paving of Capehart Road Eastbound to Northbound exit ramp onto Fort Crook Road and other improvements, as defined in Section 16-617.01, R.R.S. Neb., as amended, to include surface milling, removal of concrete, curbing, guttering, signage, concrete repair and other permanent facilities related thereto or used in connection therewith.

Milling and Resurfacing concrete and asphalt paving of Fort Crook Road Northbound to East and Westbound exit ramp onto Capehart Road and other improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to include surface milling, removal of concrete, curbing, guttering, signage, concrete repair, and other permanent facilities related thereto or used in connection therewith.

- ii. The outer boundaries of the District are and shall be a line which traces the outer boundaries of the entirety of the following property:

The lots, lands, and parcels of real property which abut both sides of 43rd Street from and including the intersection of Harrison Street, to and including the intersection of Margo Street, all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of the Capehart Road Eastbound to Northbound exit ramp onto Fort Crook Road all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of the Fort Crook Road Northbound to East and Westbound exit ramp onto Capehart Road, all in Bellevue, Nebraska.

Section 3: The cost of such improvements in the District is intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended; and that such improvements shall be of general benefit to the City and therefore no special assessments shall be levied upon the property in the District.

Section 4: That the contract for services, material, and labor for such improvements shall be or has been advertised for bids as required by law.

Section 5: This Ordinance shall be in full force and effect after its publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this ____ day of _____, 20__.

CITY OF BELLEVUE

Mayor

Attest:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

| | | | |
|---|---|--|--------------------------|
| COUNCIL MEETING DATE: April 21, 2026 | | SUBMITTED BY: David Goedeken - Publics Work 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:

Ordinance No. 4214 to Create Improvements District No. 26-06 within the corporate limits of the City of Bellevue BPW260102

SYNOPSIS/BACKGROUND:

Improvements in the District include but not limited to; concrete panel replacement and other improvements, as defined in Section 16-617.01, R.R.S. Neb., as amended, to include surface milling removal of asphalt, and construction of asphalt paving in the district; also including grading, pavement patching, signage, electric controllers, lighting, ADA facilities, other permanent facilities. Project Name: 2026 Concrete Projects Package 2

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 Ordinance No. 4214 for Improvements for District No. 26-06⁰⁶, the City of Bellevue. Project Name: 2026 Concrete Projects Package 2

ATTACHMENTS:

| | | |
|--|-------------------------|-------------------------|
| 1. <input type="text" value="Ordinance No. 4214"/> | 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: _____

ORDINANCE NO. 4214

AN ORDINANCE TO CREATE IMPROVEMENT DISTRICT NO. 26-06 WITHIN THE CORPORATE LIMITS OF THE CITY OF BELLEVUE, NEBRASKA; TO PROVIDE FOR IMPROVEMENTS IN SAID IMPROVEMENT DISTRICT; TO PROVIDE FOR AN EFFECTIVE DATE; AND RELATED MATTERS.

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

Section 1: The Mayor and City Council hereby find and determine that it is advisable and necessary for certain improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to be made in the City as provided and described in this ordinance, and that it is necessary and appropriate to create an improvement district for such improvements pursuant to Section 16-617, R.R.S. Neb., as amended.

Section 2: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City of Bellevue **Improvement District No. 26-06** (the “**District**”), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-06

- i. The improvements to be made in the District shall include but shall not be limited to the following:

Concrete panel replacement of Wilshire Drive, from Harlan Drive to Betz Road, and other improvements, as defined in Section 16-617.01, R.R.S. Neb., as amended, to include surface milling removal of asphalt, and construction of asphalt paving in the district; including grading, pavement patching, signage, electrical controllers, lighting, ADA facilities, and other permanent facilities related thereto and used in connection therewith.”

Concrete panel replacement of Englewood Drive, from Betz Road to Galvin Road, and other improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to include surface milling removal of asphalt, and construction of asphalt paving in the district; including grading, pavement patching, signage, electrical controllers, lighting, ADA facilities, and other permanent facilities related thereto and used in connection therewith.”

Concrete panel replacement of Greene Avenue, from 45th Avenue to 48th Street, and other improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to include surface milling removal of asphalt, and construction of asphalt paving in the district; including grading, pavement patching, signage, electrical controllers, lighting, ADA

facilities, and other permanent facilities related thereto and used in connection therewith.”

Concrete panel replacement of 46th Avenue, from Greene Avenue to a point 280 feet North of Greene Avenue, and other improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to include surface milling, removal of concrete, curbing, guttering, signage, concrete repair, and other permanent facilities related thereto or used in connection therewith.

Concrete panel replacement of 46th Street, from Greene Avenue to Suburban Drive, and other improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to include surface milling, removal of concrete, curbing, guttering, signage, concrete repair, and other permanent facilities related thereto or used in connection therewith.

Concrete panel replacement of 45th Avenue, from Greene Avenue to a point 150 feet North of Suburban Drive, and other improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to include surface milling, removal of concrete, curbing, guttering, signage, concrete repair, and other permanent facilities related thereto or used in connection therewith.

Concrete panel replacement of Suburban Drive, from 46th Street to 45th Avenue, and other improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to include surface milling, removal of concrete, curbing, guttering, signage, concrete repair, and other permanent facilities related thereto or used in connection therewith.

- ii. The outer boundaries of the District are and shall be a line which traces the outer boundaries of the entirety of the following property:

The lots, lands, and parcels of real property which abut both sides of Wilshire Drive from and including the intersections of Betz Road, to and including the intersection of Harlan Drive, all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of Englewood Drive from and including the intersections of Betz Road, to and including the intersection of Galvin Road, all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of Greene Avenue from and including the intersections of 45th Avenue, to and including the intersection of 48th Avenue, all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of 46th Avenue from and including the intersections of Greene Avenue, to a point 280 feet North of Greene Avenue all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of 46th Street from and including the intersections of Greene Avenue Avenue, to and including the intersection of Suburban Drive, all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of 45th Avenue from and including the intersections of Greene Avenue, to a point 150 feet North of Greene Avenue, all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of Suburban Avenue, from and including the intersections of 46th Street, to and including the intersection of 45th Avenue, all in Bellevue, Nebraska.

Section 3: The cost of such improvements in the District is intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended; and that such improvements shall be of general benefit to the City and therefore no special assessments shall be levied upon the property in the District.

Section 4: That the contract for services, material, and labor for such improvements shall be or has been advertised for bids as required by law.

Section 5: This Ordinance shall be in full force and effect after its publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this ____ day of _____, 20__.

CITY OF BELLEVUE

Mayor

Attest:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

| | | | |
|---|---|--|--|
| COUNCIL MEETING DATE: April 21, 2026 | | SUBMITTED BY: David Goedeken - Public Works Director | |
| AGENDA ITEM: | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION <input type="checkbox"/> | |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input checked="" type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/> | |
| RESOLUTION <input type="checkbox"/> | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/> | |

SUBJECT:

Ordinance No. 4215 to Create Improvements District No. 26-07 within the corporate limits of the City of Bellevue BPW260102

SYNOPSIS/BACKGROUND:

Improvements in the District include but not limited to; concrete panel replacement and other improvements, as defined in Section 16-617.01 R.R.S. Neb., as amended, to include surface milling removal of asphalt, and construction of asphalt paving in the district; also including grading, pavement patching, signage, electric controller, lighting, ADA facilities, other permanent facilities that are related. Project Name: 2026 Concrete Projects Package 1

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

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: 2026 Concrete Projects (BPW260102)

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

CIP PROJECT NAME: CIPST 2026 Concrete Projects 1 CIP PROJECT NUMBER: CIPST26(02)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15

RECOMMENDATION:

Approved and Authorized the Mayor to sign Ordinance No. 4215 for Improvements for District No. 26-07, the City of Bellevue. Project Name: 2026 Concrete Projects Package 1

ATTACHMENTS:

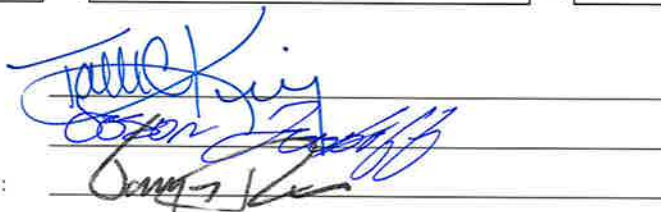
- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. Ordinance No. 4215 | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4215

AN ORDINANCE TO CREATE IMPROVEMENT DISTRICT NO. 26-07 WITHIN THE CORPORATE LIMITS OF THE CITY OF BELLEVUE, NEBRASKA; TO PROVIDE FOR IMPROVEMENTS IN SAID IMPROVEMENT DISTRICT; TO PROVIDE FOR AN EFFECTIVE DATE; AND RELATED MATTERS.

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

Section 1: The Mayor and City Council hereby find and determine that it is advisable and necessary for certain improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to be made in the City as provided and described in this ordinance, and that it is necessary and appropriate to create an improvement district for such improvements pursuant to Section 16-617, R.R.S. Neb., as amended.

Section 2: Pursuant to Section 16-617, R.R.S. Neb., as amended, the City Council does hereby create within said City of Bellevue **Improvement District No. 26-07** (the “**District**”), the details of which are as follows:

IMPROVEMENT DISTRICT NO. 26-07

- i. The improvements to be made in the District shall include but shall not be limited to the following:

Concrete panel replacement of Harvel Drive, from Fort Crook Road to Birchcrest Road, and other improvements, as defined in Section 16-617.01, R.R.S. Neb., as amended, to include surface milling removal of asphalt, and construction of asphalt paving in the district; including grading, pavement patching, signage, electrical controllers, lighting, ADA facilities, and other permanent facilities related thereto and used in connection therewith.”

Concrete panel replacement of Childs Road, from South 19th Street to south 17th Street, and other improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to include surface milling removal of asphalt, and construction of asphalt paving in the district; including grading, pavement patching, signage, electrical controllers, lighting, ADA facilities, and other permanent facilities related thereto and used in connection therewith.”

Concrete panel replacement of Hogantown Drive, from a point 95 feet North of Willow Circle to a point 860 feet East of South 17th Street, and other improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to include surface milling removal of asphalt, and construction of asphalt paving in the district; including grading, pavement patching, signage, electrical controllers, lighting, ADA

facilities, and other permanent facilities related thereto and used in connection therewith.”

Concrete panel replacement of Lewis and Clark Road, from 25th Street to Hogantown Drive, and other improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to include surface milling, removal of concrete, curbing, guttering, signage, concrete repair, and other permanent facilities related thereto or used in connection therewith.

Concrete panel replacement of Hogantown Drive, from 25th Street to Hogantown Drive, and other improvements as defined in Section 16-617.01, R.R.S. Neb., as amended, to include surface milling, removal of concrete, curbing, guttering, signage, concrete repair, and other permanent facilities related thereto or used in connection therewith.

- ii. The outer boundaries of the District are and shall be a line which traces the outer boundaries of the entirety of the following property:

The lots, lands, and parcels of real property which abut both sides of Wilshire Drive from and including the intersections of Betz Road, to and including the intersection of Harlan Drive, all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of Childs Road, from South 19th Street to south 17th Street, to and including the intersection of Galvin Road, all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of Hogantown Drive, from a point 95 feet North of Willow Circle to a point 860 feet East of South 17th Street, all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of Lewis and Clark Road, from 25th Street to Hogantown Drive, to a point 280 feet North of Greene Avenue all in Bellevue, Nebraska.

The lots, lands, and parcels of real property which abut both sides of Hogantown Drive, from 25th Street to Hogantown Drive, to and including the intersection of Suburban Drive, all in Bellevue, Nebraska.

Section 3: The cost of such improvements in the District is intended to be paid or reimbursed through the issuance of tax-exempt bonds of the City, as provided by Section 16-623, R.R.S. Neb., as amended; and that such improvements shall be of general benefit to the City and therefore no special assessments shall be levied upon the property in the District.

Section 4: That the contract for services, material, and labor for such improvements shall be or has been advertised for bids as required by law.

Section 5: This Ordinance shall be in full force and effect after its publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this ____ day of _____, 20__.

CITY OF BELLEVUE

Mayor

Attest:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
4/21/2026

| | | | |
|--|---|--|--|
| COUNCIL MEETING DATE April 26, 2026 | | SUBMITTED BY: Tammi Palm, Planning Director | |
| AGENDA ITEM: | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION <input type="checkbox"/> | |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/> | PUBLIC HEARING <input checked="" type="checkbox"/> | |
| RESOLUTION <input type="checkbox"/> | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/> | |

SUBJECT:

Request for site plan approval for Lot 1, Tregaron Towne Centre Replat Eight, for the purpose of a Centris Federal Credit Union. Applicant: Centris Federal Credit Union. General Location: South 25th Street and Capehart Road.

SYNOPSIS/BACKGROUND:

Ann Helm, on behalf of Centris Federal Credit Union, is requesting site plan approval for Lot 1, Tregaron Towne Centre, to allow for the construction of a Centris Federal Credit Union Branch. The site is zoned BG-PCO. Site plan approval is required for the -PCO zone. The proposed site plan shows a one-story 3,172-square-foot Centris Federal Credit Union. A bank is a permitted use in the BG zoning district. All minimum parking and landscaping requirements have been met.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION

The Planning Department and Planning Commission have recommended approval of the site plan.

ATTACHMENTS:

| | | |
|---|--|-------------------------|
| 1. <input type="text" value="PC Recommendation"/> | 2. <input type="text" value="Staff Report"/> | 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:

Ann Helm
Tammi Palm
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Centris Federal Credit Union

CASE #'s: Z-2602-02

CITY COUNCIL HEARING DATE: April 21, 2026

REQUEST: site plan approval for Lot 1, Tregaron Towne Centre Replat 8 located in the Northwest ¼ of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska, for the purpose of a Centris Federal Credit Union bank.

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

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

VOTE:

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

Planning Commission Hearing was held on: March 26, 2026

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2602-02

FOR HEARING OF:

REPORT #1: March 26, 2026

REPORT #2: April 21, 2026

I. GENERAL INFORMATION

A. APPLICANT:

Centris Federal Credit Union
Attn: Ann Helm
13120 Pierce Street
Omaha, NE 68144

B. PROPERTY OWNERS:

Centris Federal Credit Union
13120 Pierce Street
Omaha, NE 68144

C. GENERAL LOCATION:

South 25th Street and Capehart Road

D. LEGAL DESCRIPTION:

Lot 1, Tregaron Towne Centre, Replat Eight, located in the Northwest $\frac{1}{4}$ of Section 10, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Site Plan approval for Lot 1, Tregaron Towne Centre Replat Eight.

F. EXISTING ZONING AND LAND USE:

BG-PCO, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain site plan approval to allow for the construction of a Centris Federal Credit Union.

H. SIZE OF SITE:

The site is approximately 1.09 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Willow Lakes Golf Course (Offutt Air Force Base Property/across Capehart Road)
- 2. **East:** Commercial/Auto Zone, BG-PCO
- 3. **South:** Commercial/Strip Retail, BG-PCO
- 4. **West:** Erling Berquist Clinic (Offutt Air Force Base Property/across South 25th Street)

C. RELEVANT CASE HISTORY:

1. In December 2002, MCV1, LLC submitted a request to rezone Lots 1 through 12, inclusive, Tregaron Towne Centre, being a replat of Lots 1 and 2, Whitted Creek, Tax Lots 9A1B, 9B, 9C, Lot 3, Tregaron Replat 1, Lot 257, Tregaron, Lot 1, Hardee’s Addition, and part of the 25th Street and Capehart Road right-of-way, all located in the Northwest ¼ of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska, from BNH, BG, BG-C, and BGH to BG-C; site plan approval for Lots 1 through 12, inclusive, Tregaron Towne Centre; and preliminary plat Lots 1 through 12, inclusive, Tregaron Towne Centre. The Planning Commission recommended approval of this request on January 23, 2003. City Council approved the aforementioned requests on March 10, 2003.

2. On September 26, 2024, the Planning Commission recommended approval of a site plan for Lot 7, Tregaron Towne Centre, located in the Northwest ¼ of section 10, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, for the purpose of a drive-thru coffee restaurant and automobile parts and supply. City Council approved the aforementioned request on October 15, 2024.

2. On March 26, 2026, the Planning Commission recommended approval of a site plan for Lot 1, Tregaron Towne Centre, Replat 8, located in the Northwest ¼ of

section 10, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, for the purpose of a Centris Federal Credit Union.

D. APPLICABLE REGULATIONS:

1. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
2. Section 5.25, Zoning Ordinance, regarding PCO uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The 2022 MAPA Traffic Flow Chart estimates 22,000 vehicles per day along Capehart Road, east of the intersection of Capehart Road and South 25th Street.
2. The proposed development will have access from Towne Centre Drive.

D. UTILITIES:

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

E. ANALYSIS:

1. Ann Helm, on behalf of Centris Federal Credit Union, has submitted a request for site plan approval for Lot 1, Tregaron Towne Centre Replat Eight, for the purpose of a Centris Federal Credit Union branch. The site is zoned BG-PCO. Site plan approval is required in the -PCO zone.

The proposed site plan shows a one-story 3,172-square-foot Centris Federal Credit Union.

2. The site layout plan shows a total of 27 standard parking stalls and two ADA parking stalls for a total of 29 stalls. The ordinance requires one space for every 250 square feet for a minimum requirement of 13 parking stalls.

Section 8.01.01, Zoning Ordinance, requires stacking of three vehicles per window or kiosk for a personal teller and two vehicles per lane for an electronic teller; these stacking requirements are in addition to the vehicle being served.

Minimum stacking requirements for both the automatic teller machine and personal teller lines have been met and are shown on the attached stacking distance plan.

3. 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 GIS, Sarpy County Planning Director, Sarpy County Public Works Department, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and stated if the requested department did not have comments pertaining to the application, no response was needed.

John Krager, Public Works Engineer, had concerns with the constructability of the sanitary sewer and sanitary sewer design calcs table. The applicant's engineer has addressed Mr. Krager's concerns.

No other comments were received on this case.

4. The applicant has submitted a landscape plan as part of the site plan materials. The landscape plan has been reviewed by staff and meets the minimum requirements of the zoning ordinance.

5. Although there will be no vehicular access to Capehart Road for this property, a sidewalk connection is being shown on the site plan.

6. Upon submittal of a building permit, the applicant will be required to meet the regulations of Section 8.12, Zoning Ordinance, for architectural design standards for the credit union.

7. A bank is a permitted use in the BG (General Business) zoning district and allowed for this property.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and the Comprehensive Plan.

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2025 GIS aerial photo of the property
3. Site plan received March 12, 2026
4. Stacking distance plan received March 12, 2026
5. Landscape plan received March 12, 2026

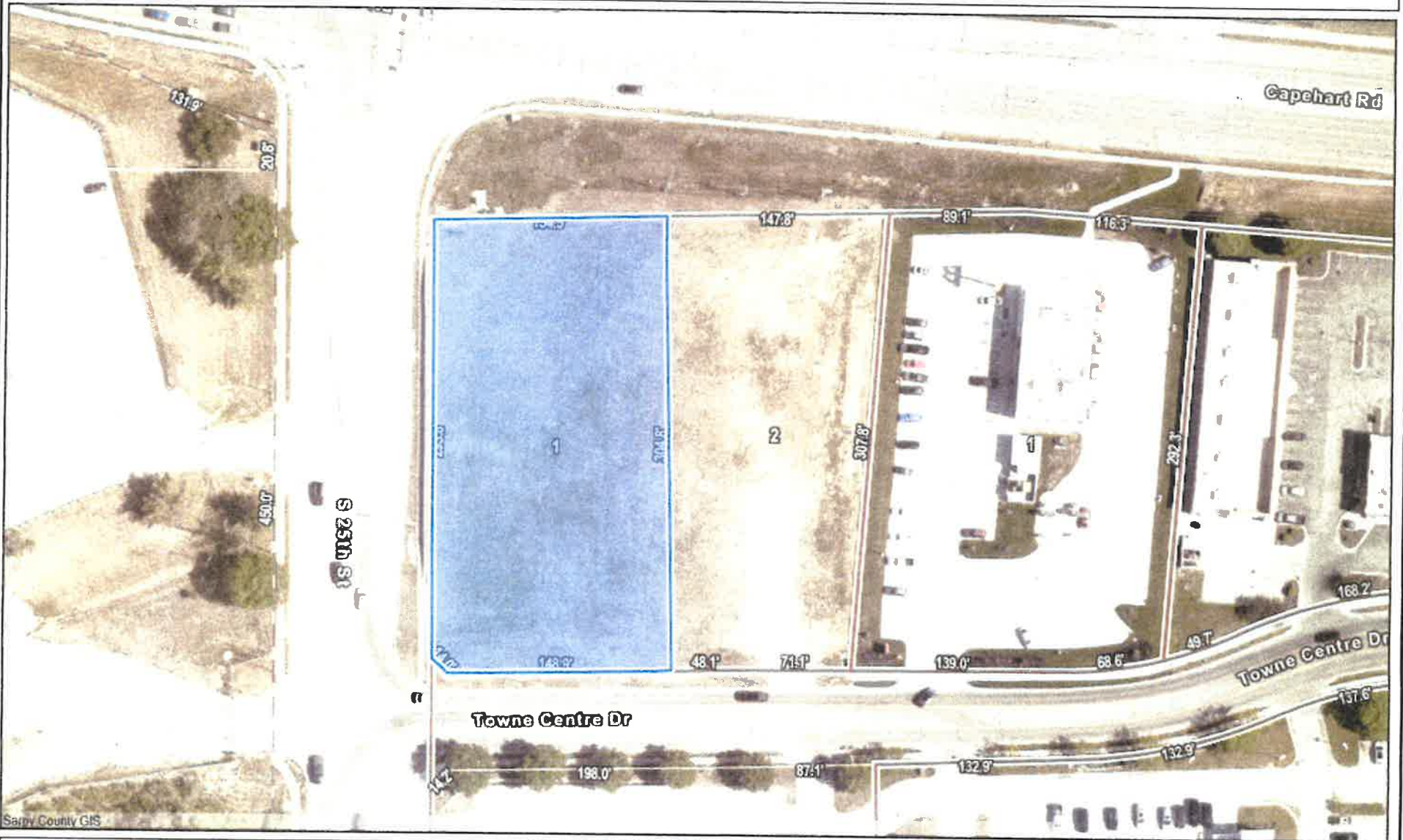
VII. COPIES OF REPORT TO:

1. Centris Federal Credit Union (Ann Helm)
2. Olsson, Inc. (Blake Weatherly)
3. Batis Dev Capehart, LLC


Assistant Planning Manager


Planning Director Date of Report

LOT 1 TREGARON TOWNE CENTRE REPLAT 8



Map Scale 1: 1413

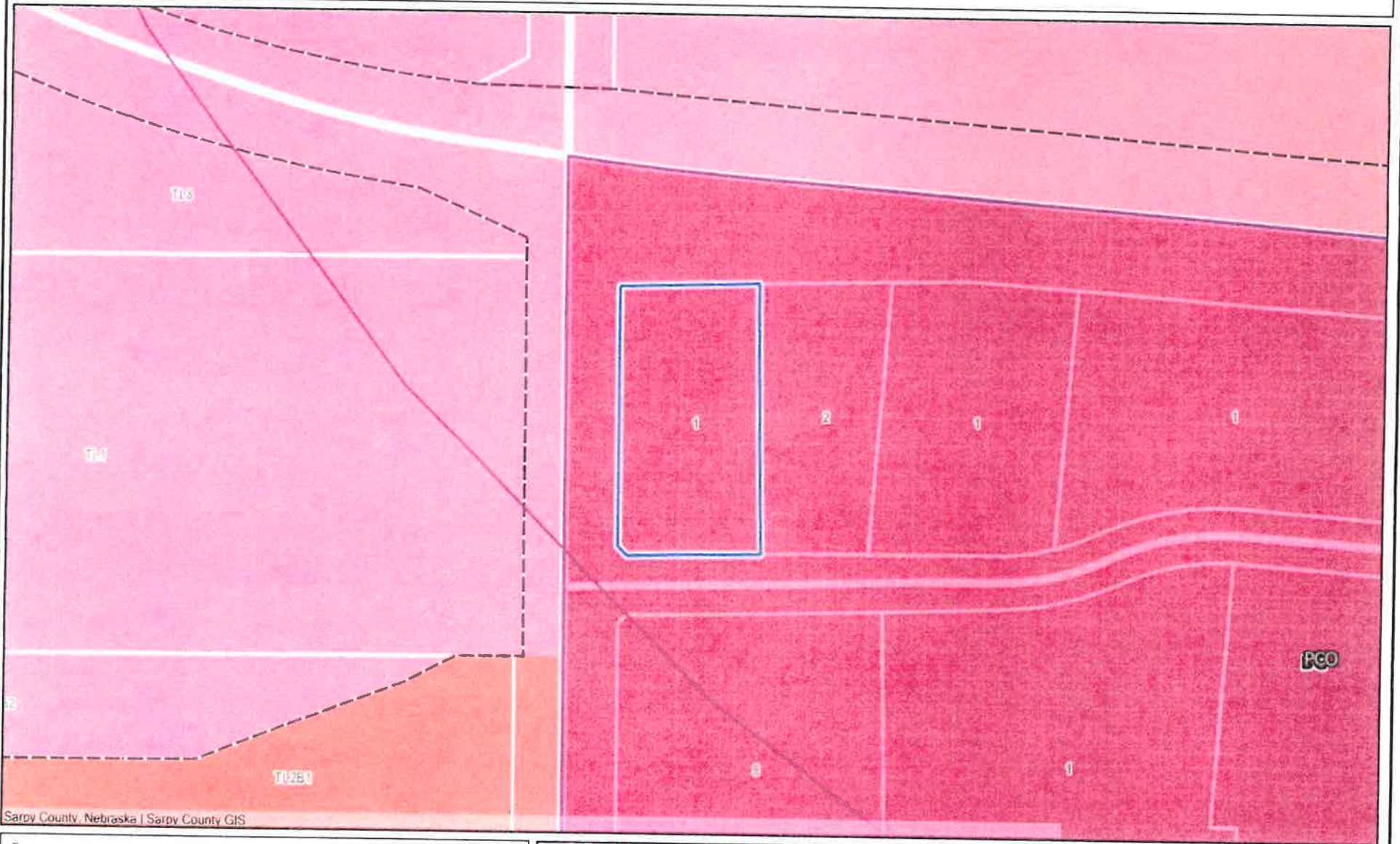
This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



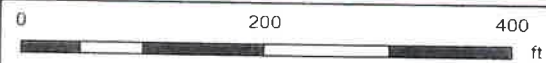
Notes



LOT 1 TREGARON TOWNE CENTRE REPLAT 8

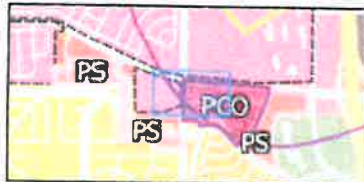


Sarpy County, Nebraska | Sarpy County GIS



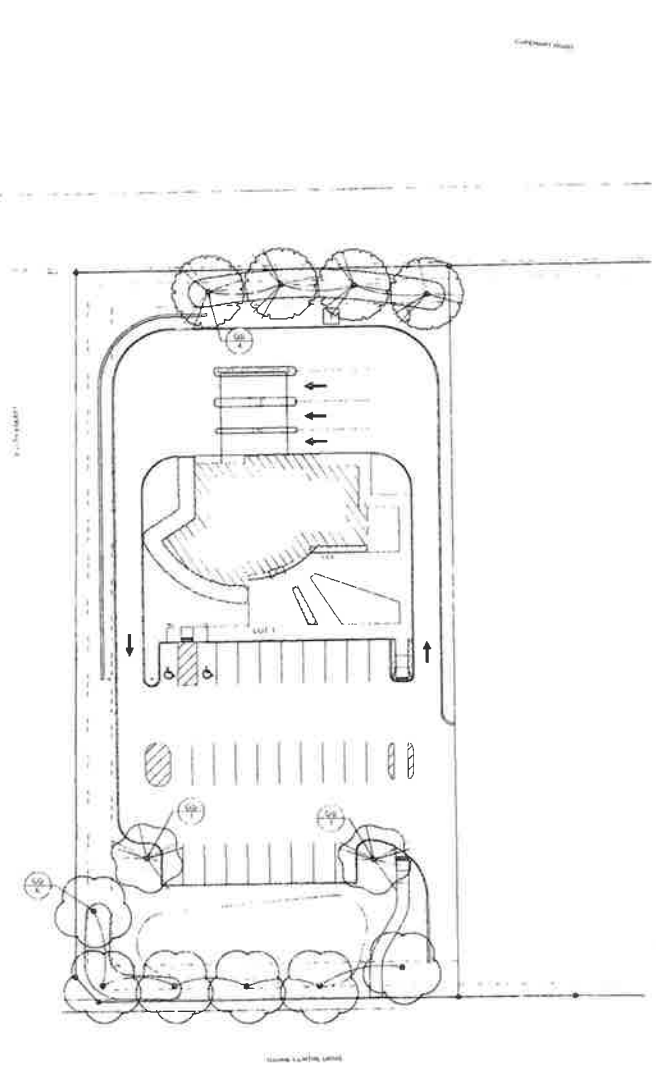
Map Scale 1: 2355

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





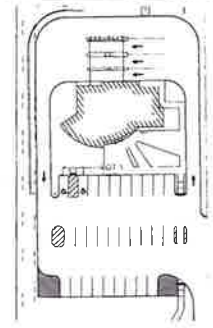
LANDSCAPE LEGEND

- RIGHT OF WAY / PROPERTY LINE
- - - NATURAL LANDSCAPE EDGE
- [Hatched Box] LANDSCAPE BED
- [Dotted Box] TURF SOO FESCUE
- [Horizontal Lines Box] BASIN SEEDING MIX

PLANT SCHEDULE

| SYMBOL | EDGE | QTY | BOTANICAL / COMMON NAME | CALHT | CONTAINER | M. HT. | N. SPR. |
|----------------|------|-----|-------------------------|-------|-----------|--------|---------|
| [Tree Symbol] | 1 | 1 | DECIDUOUS TREE | 10 FT | 10 GAL | 10 FT | 1 |
| [Shrub Symbol] | 2 | 2 | SHRUB | 6 FT | 6 GAL | 6 FT | 2 |
| [Shrub Symbol] | 3 | 3 | SHRUB | 6 FT | 6 GAL | 6 FT | 3 |

PARKING LOT LANDSCAPE AREA CALCULATION MAP



PARKING LOT LANDSCAPE AREA CALCULATION

| | |
|--|-----------|
| PARKING STALLS | 20 |
| REQ'D MIN. S.F. LANDSCAPE AREA PER PARKING STALL | 531 S.F. |
| PROVIDED LANDSCAPE AREA | 1064 S.F. |
| REQ'D 1 TREES PER 500 S.F. ROAD LANDSCAPE AREA | 2 |
| PROVIDED 1 DECIDUOUS TREE PER 500 S.F. ROAD LANDSCAPE AREA | 2 |

STREET YARD LANDSCAPE (CAPEHART ROAD)

| | |
|---|---------------------|
| STREET YARD DEPTH | 15 FT |
| STREET YARD LENGTH | 155 LF |
| STREET YARD AREA | 2325 S.F. |
| REQ'D 1 DECIDUOUS TREE & 2 SHRUBS PER LINEAR FEET OF STREET FRONTAGE | 4 TREES & 12 SHRUBS |
| PROVIDED 1 DECIDUOUS TREE & 2 SHRUBS PER LINEAR FEET OF STREET FRONTAGE | 4 TREES & 12 SHRUBS |

STREET YARD LANDSCAPE (TOWNE CENTRE DRIVE)

| | |
|---|---------------------|
| STREET YARD DEPTH | 15 FT |
| STREET YARD LENGTH | 162 LF |
| STREET YARD AREA | 2445 S.F. |
| REQ'D 1 DECIDUOUS TREE & 2 SHRUBS PER LINEAR FEET OF STREET FRONTAGE | 4 TREES & 12 SHRUBS |
| PROVIDED 1 DECIDUOUS TREE & 2 SHRUBS PER LINEAR FEET OF STREET FRONTAGE | 5 TREES & 24 SHRUBS |

RECEIVED
MAR 12 2026
PLANNING DEPT.



811 Know what's below. Call before you dig.

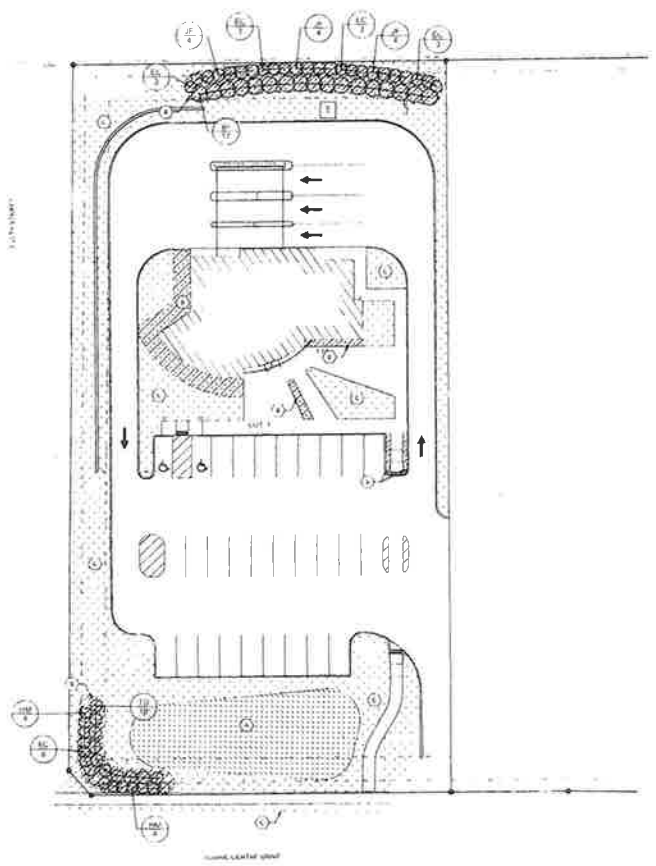
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Engineering, Architecture, Civil, Mechanical
2511 South 26th Street, Suite 200 | 485.461.2116
Bellevue, NE 68122 | FAX: 485.261.2228 | www.olsson.com



REVISION
NO. DESCRIPTION DATE

UNDERSTORY
LANDSCAPE
PLAN
L101



LANDSCAPE LEGEND

--- RIGHT OF WAY / PROPERTY LINE

--- NATURAL LANDSCAPE EDGE

○ OVERSTORY TREE

PLANT SCHEDULE

| SYMBOL | CODE | QTY | BOTANICAL / COMMON NAME | CONTAINER | M.H.T. | M.BPK. |
|--------|------|-----|--------------------------------------|-----------|--------|--------|
| ○ | 1 | 1 | 1.5' x 1.5' x 1.5' BRONZE FERN | 1.5 GAL | 1.5' | 1 |
| ○ | 2 | 1 | 2.5' x 2.5' x 2.5' BRONZE FERN | 2.5 GAL | 2.5' | 1 |
| ○ | 3 | 1 | 3.5' x 3.5' x 3.5' BRONZE FERN | 3.5 GAL | 3.5' | 1 |
| ○ | 4 | 1 | 4.5' x 4.5' x 4.5' BRONZE FERN | 4.5 GAL | 4.5' | 1 |
| ○ | 5 | 1 | 5.5' x 5.5' x 5.5' BRONZE FERN | 5.5 GAL | 5.5' | 1 |
| ○ | 6 | 1 | 6.5' x 6.5' x 6.5' BRONZE FERN | 6.5 GAL | 6.5' | 1 |
| ○ | 7 | 1 | 7.5' x 7.5' x 7.5' BRONZE FERN | 7.5 GAL | 7.5' | 1 |
| ○ | 8 | 1 | 8.5' x 8.5' x 8.5' BRONZE FERN | 8.5 GAL | 8.5' | 1 |
| ○ | 9 | 1 | 9.5' x 9.5' x 9.5' BRONZE FERN | 9.5 GAL | 9.5' | 1 |
| ○ | 10 | 1 | 10.5' x 10.5' x 10.5' BRONZE FERN | 10.5 GAL | 10.5' | 1 |
| ○ | 11 | 1 | 11.5' x 11.5' x 11.5' BRONZE FERN | 11.5 GAL | 11.5' | 1 |
| ○ | 12 | 1 | 12.5' x 12.5' x 12.5' BRONZE FERN | 12.5 GAL | 12.5' | 1 |
| ○ | 13 | 1 | 13.5' x 13.5' x 13.5' BRONZE FERN | 13.5 GAL | 13.5' | 1 |
| ○ | 14 | 1 | 14.5' x 14.5' x 14.5' BRONZE FERN | 14.5 GAL | 14.5' | 1 |
| ○ | 15 | 1 | 15.5' x 15.5' x 15.5' BRONZE FERN | 15.5 GAL | 15.5' | 1 |
| ○ | 16 | 1 | 16.5' x 16.5' x 16.5' BRONZE FERN | 16.5 GAL | 16.5' | 1 |
| ○ | 17 | 1 | 17.5' x 17.5' x 17.5' BRONZE FERN | 17.5 GAL | 17.5' | 1 |
| ○ | 18 | 1 | 18.5' x 18.5' x 18.5' BRONZE FERN | 18.5 GAL | 18.5' | 1 |
| ○ | 19 | 1 | 19.5' x 19.5' x 19.5' BRONZE FERN | 19.5 GAL | 19.5' | 1 |
| ○ | 20 | 1 | 20.5' x 20.5' x 20.5' BRONZE FERN | 20.5 GAL | 20.5' | 1 |
| ○ | 21 | 1 | 21.5' x 21.5' x 21.5' BRONZE FERN | 21.5 GAL | 21.5' | 1 |
| ○ | 22 | 1 | 22.5' x 22.5' x 22.5' BRONZE FERN | 22.5 GAL | 22.5' | 1 |
| ○ | 23 | 1 | 23.5' x 23.5' x 23.5' BRONZE FERN | 23.5 GAL | 23.5' | 1 |
| ○ | 24 | 1 | 24.5' x 24.5' x 24.5' BRONZE FERN | 24.5 GAL | 24.5' | 1 |
| ○ | 25 | 1 | 25.5' x 25.5' x 25.5' BRONZE FERN | 25.5 GAL | 25.5' | 1 |
| ○ | 26 | 1 | 26.5' x 26.5' x 26.5' BRONZE FERN | 26.5 GAL | 26.5' | 1 |
| ○ | 27 | 1 | 27.5' x 27.5' x 27.5' BRONZE FERN | 27.5 GAL | 27.5' | 1 |
| ○ | 28 | 1 | 28.5' x 28.5' x 28.5' BRONZE FERN | 28.5 GAL | 28.5' | 1 |
| ○ | 29 | 1 | 29.5' x 29.5' x 29.5' BRONZE FERN | 29.5 GAL | 29.5' | 1 |
| ○ | 30 | 1 | 30.5' x 30.5' x 30.5' BRONZE FERN | 30.5 GAL | 30.5' | 1 |
| ○ | 31 | 1 | 31.5' x 31.5' x 31.5' BRONZE FERN | 31.5 GAL | 31.5' | 1 |
| ○ | 32 | 1 | 32.5' x 32.5' x 32.5' BRONZE FERN | 32.5 GAL | 32.5' | 1 |
| ○ | 33 | 1 | 33.5' x 33.5' x 33.5' BRONZE FERN | 33.5 GAL | 33.5' | 1 |
| ○ | 34 | 1 | 34.5' x 34.5' x 34.5' BRONZE FERN | 34.5 GAL | 34.5' | 1 |
| ○ | 35 | 1 | 35.5' x 35.5' x 35.5' BRONZE FERN | 35.5 GAL | 35.5' | 1 |
| ○ | 36 | 1 | 36.5' x 36.5' x 36.5' BRONZE FERN | 36.5 GAL | 36.5' | 1 |
| ○ | 37 | 1 | 37.5' x 37.5' x 37.5' BRONZE FERN | 37.5 GAL | 37.5' | 1 |
| ○ | 38 | 1 | 38.5' x 38.5' x 38.5' BRONZE FERN | 38.5 GAL | 38.5' | 1 |
| ○ | 39 | 1 | 39.5' x 39.5' x 39.5' BRONZE FERN | 39.5 GAL | 39.5' | 1 |
| ○ | 40 | 1 | 40.5' x 40.5' x 40.5' BRONZE FERN | 40.5 GAL | 40.5' | 1 |
| ○ | 41 | 1 | 41.5' x 41.5' x 41.5' BRONZE FERN | 41.5 GAL | 41.5' | 1 |
| ○ | 42 | 1 | 42.5' x 42.5' x 42.5' BRONZE FERN | 42.5 GAL | 42.5' | 1 |
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| ○ | 46 | 1 | 46.5' x 46.5' x 46.5' BRONZE FERN | 46.5 GAL | 46.5' | 1 |
| ○ | 47 | 1 | 47.5' x 47.5' x 47.5' BRONZE FERN | 47.5 GAL | 47.5' | 1 |
| ○ | 48 | 1 | 48.5' x 48.5' x 48.5' BRONZE FERN | 48.5 GAL | 48.5' | 1 |
| ○ | 49 | 1 | 49.5' x 49.5' x 49.5' BRONZE FERN | 49.5 GAL | 49.5' | 1 |
| ○ | 50 | 1 | 50.5' x 50.5' x 50.5' BRONZE FERN | 50.5 GAL | 50.5' | 1 |
| ○ | 51 | 1 | 51.5' x 51.5' x 51.5' BRONZE FERN | 51.5 GAL | 51.5' | 1 |
| ○ | 52 | 1 | 52.5' x 52.5' x 52.5' BRONZE FERN | 52.5 GAL | 52.5' | 1 |
| ○ | 53 | 1 | 53.5' x 53.5' x 53.5' BRONZE FERN | 53.5 GAL | 53.5' | 1 |
| ○ | 54 | 1 | 54.5' x 54.5' x 54.5' BRONZE FERN | 54.5 GAL | 54.5' | 1 |
| ○ | 55 | 1 | 55.5' x 55.5' x 55.5' BRONZE FERN | 55.5 GAL | 55.5' | 1 |
| ○ | 56 | 1 | 56.5' x 56.5' x 56.5' BRONZE FERN | 56.5 GAL | 56.5' | 1 |
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| ○ | 58 | 1 | 58.5' x 58.5' x 58.5' BRONZE FERN | 58.5 GAL | 58.5' | 1 |
| ○ | 59 | 1 | 59.5' x 59.5' x 59.5' BRONZE FERN | 59.5 GAL | 59.5' | 1 |
| ○ | 60 | 1 | 60.5' x 60.5' x 60.5' BRONZE FERN | 60.5 GAL | 60.5' | 1 |
| ○ | 61 | 1 | 61.5' x 61.5' x 61.5' BRONZE FERN | 61.5 GAL | 61.5' | 1 |
| ○ | 62 | 1 | 62.5' x 62.5' x 62.5' BRONZE FERN | 62.5 GAL | 62.5' | 1 |
| ○ | 63 | 1 | 63.5' x 63.5' x 63.5' BRONZE FERN | 63.5 GAL | 63.5' | 1 |
| ○ | 64 | 1 | 64.5' x 64.5' x 64.5' BRONZE FERN | 64.5 GAL | 64.5' | 1 |
| ○ | 65 | 1 | 65.5' x 65.5' x 65.5' BRONZE FERN | 65.5 GAL | 65.5' | 1 |
| ○ | 66 | 1 | 66.5' x 66.5' x 66.5' BRONZE FERN | 66.5 GAL | 66.5' | 1 |
| ○ | 67 | 1 | 67.5' x 67.5' x 67.5' BRONZE FERN | 67.5 GAL | 67.5' | 1 |
| ○ | 68 | 1 | 68.5' x 68.5' x 68.5' BRONZE FERN | 68.5 GAL | 68.5' | 1 |
| ○ | 69 | 1 | 69.5' x 69.5' x 69.5' BRONZE FERN | 69.5 GAL | 69.5' | 1 |
| ○ | 70 | 1 | 70.5' x 70.5' x 70.5' BRONZE FERN | 70.5 GAL | 70.5' | 1 |
| ○ | 71 | 1 | 71.5' x 71.5' x 71.5' BRONZE FERN | 71.5 GAL | 71.5' | 1 |
| ○ | 72 | 1 | 72.5' x 72.5' x 72.5' BRONZE FERN | 72.5 GAL | 72.5' | 1 |
| ○ | 73 | 1 | 73.5' x 73.5' x 73.5' BRONZE FERN | 73.5 GAL | 73.5' | 1 |
| ○ | 74 | 1 | 74.5' x 74.5' x 74.5' BRONZE FERN | 74.5 GAL | 74.5' | 1 |
| ○ | 75 | 1 | 75.5' x 75.5' x 75.5' BRONZE FERN | 75.5 GAL | 75.5' | 1 |
| ○ | 76 | 1 | 76.5' x 76.5' x 76.5' BRONZE FERN | 76.5 GAL | 76.5' | 1 |
| ○ | 77 | 1 | 77.5' x 77.5' x 77.5' BRONZE FERN | 77.5 GAL | 77.5' | 1 |
| ○ | 78 | 1 | 78.5' x 78.5' x 78.5' BRONZE FERN | 78.5 GAL | 78.5' | 1 |
| ○ | 79 | 1 | 79.5' x 79.5' x 79.5' BRONZE FERN | 79.5 GAL | 79.5' | 1 |
| ○ | 80 | 1 | 80.5' x 80.5' x 80.5' BRONZE FERN | 80.5 GAL | 80.5' | 1 |
| ○ | 81 | 1 | 81.5' x 81.5' x 81.5' BRONZE FERN | 81.5 GAL | 81.5' | 1 |
| ○ | 82 | 1 | 82.5' x 82.5' x 82.5' BRONZE FERN | 82.5 GAL | 82.5' | 1 |
| ○ | 83 | 1 | 83.5' x 83.5' x 83.5' BRONZE FERN | 83.5 GAL | 83.5' | 1 |
| ○ | 84 | 1 | 84.5' x 84.5' x 84.5' BRONZE FERN | 84.5 GAL | 84.5' | 1 |
| ○ | 85 | 1 | 85.5' x 85.5' x 85.5' BRONZE FERN | 85.5 GAL | 85.5' | 1 |
| ○ | 86 | 1 | 86.5' x 86.5' x 86.5' BRONZE FERN | 86.5 GAL | 86.5' | 1 |
| ○ | 87 | 1 | 87.5' x 87.5' x 87.5' BRONZE FERN | 87.5 GAL | 87.5' | 1 |
| ○ | 88 | 1 | 88.5' x 88.5' x 88.5' BRONZE FERN | 88.5 GAL | 88.5' | 1 |
| ○ | 89 | 1 | 89.5' x 89.5' x 89.5' BRONZE FERN | 89.5 GAL | 89.5' | 1 |
| ○ | 90 | 1 | 90.5' x 90.5' x 90.5' BRONZE FERN | 90.5 GAL | 90.5' | 1 |
| ○ | 91 | 1 | 91.5' x 91.5' x 91.5' BRONZE FERN | 91.5 GAL | 91.5' | 1 |
| ○ | 92 | 1 | 92.5' x 92.5' x 92.5' BRONZE FERN | 92.5 GAL | 92.5' | 1 |
| ○ | 93 | 1 | 93.5' x 93.5' x 93.5' BRONZE FERN | 93.5 GAL | 93.5' | 1 |
| ○ | 94 | 1 | 94.5' x 94.5' x 94.5' BRONZE FERN | 94.5 GAL | 94.5' | 1 |
| ○ | 95 | 1 | 95.5' x 95.5' x 95.5' BRONZE FERN | 95.5 GAL | 95.5' | 1 |
| ○ | 96 | 1 | 96.5' x 96.5' x 96.5' BRONZE FERN | 96.5 GAL | 96.5' | 1 |
| ○ | 97 | 1 | 97.5' x 97.5' x 97.5' BRONZE FERN | 97.5 GAL | 97.5' | 1 |
| ○ | 98 | 1 | 98.5' x 98.5' x 98.5' BRONZE FERN | 98.5 GAL | 98.5' | 1 |
| ○ | 99 | 1 | 99.5' x 99.5' x 99.5' BRONZE FERN | 99.5 GAL | 99.5' | 1 |
| ○ | 100 | 1 | 100.5' x 100.5' x 100.5' BRONZE FERN | 100.5 GAL | 100.5' | 1 |

STREET YARD LANDSCAPE (CAPEHART ROAD)

STREET YARD DEPTH: 15 FT

STREET YARD LENGTH: 150 LF

STREET YARD AREA: 2,250 SF

REQ'D 1 DECIDUOUS TREE & 3 SHRUBS/4
LINEAR FEET OF STREET FRONTAGE: 4 TREES & 12 SHRUBS

PROVIDED 1 DECIDUOUS TREE & 3 SHRUBS/4
LINEAR FEET OF STREET FRONTAGE: 4 TREES & 12 SHRUBS

STREET YARD LANDSCAPE (DOWNS CENTRE DRIVE)

STREET YARD DEPTH: 15 FT

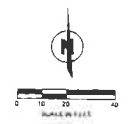
STREET YARD LENGTH: 103 LF

STREET YARD AREA: 1,545 SF

REQ'D 1 DECIDUOUS TREE & 3 SHRUBS/4
LINEAR FEET OF STREET FRONTAGE: 4 TREES & 12 SHRUBS

PROVIDED 1 DECIDUOUS TREE & 3 SHRUBS/4
LINEAR FEET OF STREET FRONTAGE: 4 TREES & 12 SHRUBS

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Omaha, NE 68109 FAX: 402.341.3410 www.olsson.com

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14b.
4/21/2026

| | | | |
|---|---|--|--|
| COUNCIL MEETING DATE April 21, 2026 | | SUBMITTED BY: Tammi Palm, Planning Director | |
| AGENDA ITEM: | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION <input type="checkbox"/> | |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/> | PUBLIC HEARING <input checked="" type="checkbox"/> | |
| RESOLUTION <input type="checkbox"/> | CURRENT BUSINESS <input type="checkbox"/> | OTHER <input type="checkbox"/> | |

SUBJECT:

Request to small subdivision plat Lots 1 and 2, Casart Addition, being a replat of Tax Lot 4A2A and Tax Lot 4A2B; and waiver of Section 6-7 (7) and (8), Subdivision Regulations, regarding lot standards for excessive depth in relation to width and flag lots, Applicant: Ron Casart. General location: 4113 Giles Rd.

SYNOPSIS/BACKGROUND:

The applicant is requesting approval of a small subdivision plat for Lots 1 and 2, Casart Addition for a lot line adjustment. The house on Tax Lot 4A2A is currently non-conforming and does not meet the required rear yard setback. The proposed lot line adjustment will bring the property into conformance. Both lots are zoned RS-72 and meet the minimum size requirements for the RS-72 zoning district. The applicant is also requesting a waiver of Section 6-7 (7) and (8), Subdivision Regulations, regarding lot standards for excessive depth in relation to width and flag lots. With the exterior lot lines not changing and the existing configuration of the properties largely staying the same, staff does not object to the waivers as requested.

FISCAL IMPACT BUDGETED FUNDS? GRANT/MATCHING FUNDS?

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval of both the small subdivision plat and waiver requests.

ATTACHMENTS:

| | | |
|---|--|-------------------------|
| 1. <input type="text" value="PC Recommendation"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Tammi Palm
Jean Bobb
Jan & Ken

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Ron Casart
CASE #'s: S-2601-02
CITY COUNCIL HEARING DATE: April 21, 2026

REQUEST: to small subdivision plat Lots 1 and 2, Casart Addition, being a platting of Tax Lots 4A2A and 4A2B, all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and waiver of Section 6-7 (7) and (8), Subdivision Regulations, regarding lot standards for excessive depth in relation to width and flag lots.

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

APPROVAL based upon lack of negative perceived impact upon the surrounding neighborhood and conformance with the Comprehensive Plan.

VOTE:

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

Planning Commission Hearing was held on: March 26, 2026

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBER: S-2601-02

FOR HEARING OF:

REPORT #1: March 26, 2026

REPORT #2: April 21, 2026

I. GENERAL INFORMATION

A. APPLICANT:

Ron Casart
4113 Giles Road
Bellevue, NE 68147

B. PROPERTY OWNERS:

Ronald & Sue Ann Casart
4113 Giles Road
Bellevue, NE 68147

Kenneth & Alice Strazdas
4109 Giles Road
Bellevue, NE 68147

C. GENERAL LOCATION:

4109 and 4113 Giles Road

D. LEGAL DESCRIPTION:

Lots 1 and 2, Casart Addition, being a replat of Tax Lots 4A2A and 4A2B, all located in the Northeast $\frac{1}{4}$ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Small subdivision plat Lots 1 and 2, Casart Addition, being a replat of Tax Lots 4A2A and 4A2B.
2. Waiver of Section 6-7 (7) and (8), Subdivision Regulations, regarding lot standards for excessive depth in relation to width and flag lots.

F. EXISTING ZONING AND LAND USE:

RS-72, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a small subdivision plat for the purpose of a lot line adjustment for existing single-family residential, and a request for a waiver of Section 6-7 (7) and (8) of the Subdivision Regulations regarding excessive depth in relation to width and flag lots.

H. SIZE OF SITE:

The site is approximately 1.99 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 2 is presently developed with a single-family residence built in 1946. Proposed Lot 1 is presently developed with a single-family residence built in 1914, a detached garage, and a wooden shed.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential, RS-72 (across Giles Road)
2. **East:** Single Family Residential, RS-72
3. **South:** Agricultural/Vacant, RS-72
4. **West:** Single Family Residential, RS-72

C. RELEVANT CASE HISTORY:

On March 26, 2026, the Planning Commission recommended approval of a request to small subdivision plat Lots 1 and 2, Casart Addition; and waiver of Section 6-7 (7) and (8) Subdivision Regulations regarding excessive depth in relation to width and flag lots.

D. APPLICABLE REGULATIONS:

1. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.
2. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
3. Chapter 8, Subdivision Regulations, regarding Hardship and Waivers.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this property as single/multi-family residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. The properties have access from private driveways off of Giles Road.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Ron Casart has submitted a request to small subdivision plat Lots 1 and 2, Casart Addition, for the purpose of a lot line adjustment. The house on Tax Lot 4A2A is currently non-conforming as it does not meet the required rear yard setback. The proposed lot line adjustment will bring the property into conformance.

2. Both lots meet the minimum size requirements for the RS-72 zoning district.

3. This application was sent out for review by the following departments and individuals: Public Works, Permits and Inspections, Offutt Air Force Base, Sarpy County Planning Director, Sarpy County Public Works Department, and the Omaha Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and stated if the requested department did not have comments pertaining to the application, no response was needed.

Matt Knight, Public Works Engineer, and Mike Sharp, Sarpy County Surveyor, requested minor technical revisions regarding the small subdivision plat. The applicant's surveyor has made the requested revisions.

No other comments were received on this case.

4. The applicant is also requesting a waiver of Section 6-7 (7) and (8), Subdivision Regulations, regarding lot standards for excessive depth in relation to width and flag lots. With the exterior lot lines not changing and the existing configuration of

the properties largely staying the same, staff has no objections to the waivers as requested.

5. The Future Land Use Map of the Comprehensive Plan shows these properties as single/multi-family residential. The applicant's request is in conformance with the Comprehensive Plan.

6. The requested small subdivision plat, and waivers do not change what can be built on the properties. The properties will remain single family residential. The requested actions bring these properties into conformance with the current zoning ordinance regulations.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon lack of perceived negative impact upon the surrounding neighborhood and conformance with the Comprehensive Plan.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon lack of perceived negative impact upon the surrounding neighborhood and conformance with the Comprehensive Plan.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2025 GIS aerial photo of the property
3. Small subdivision plat received March 4, 2026
4. As-built received March 4, 2026
5. Letter from Dennis Whitfield received January 12, 2026

VII. COPIES OF REPORT TO:

1. Ronald and Sue Ann Casart
2. Kenneth and Alice Strazdas
3. DWS Land Surveying (Dennis Whitfield)
4. Public Upon Request


Assistant Planning Manager

 04/13/26
Planning Manager Date of Report

4113 Giles Rd



Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 1730

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



AS-BUILT PROPOSED CASART ADDITION

LOTS 1 & 2

GILES ROAD (66' ROW)

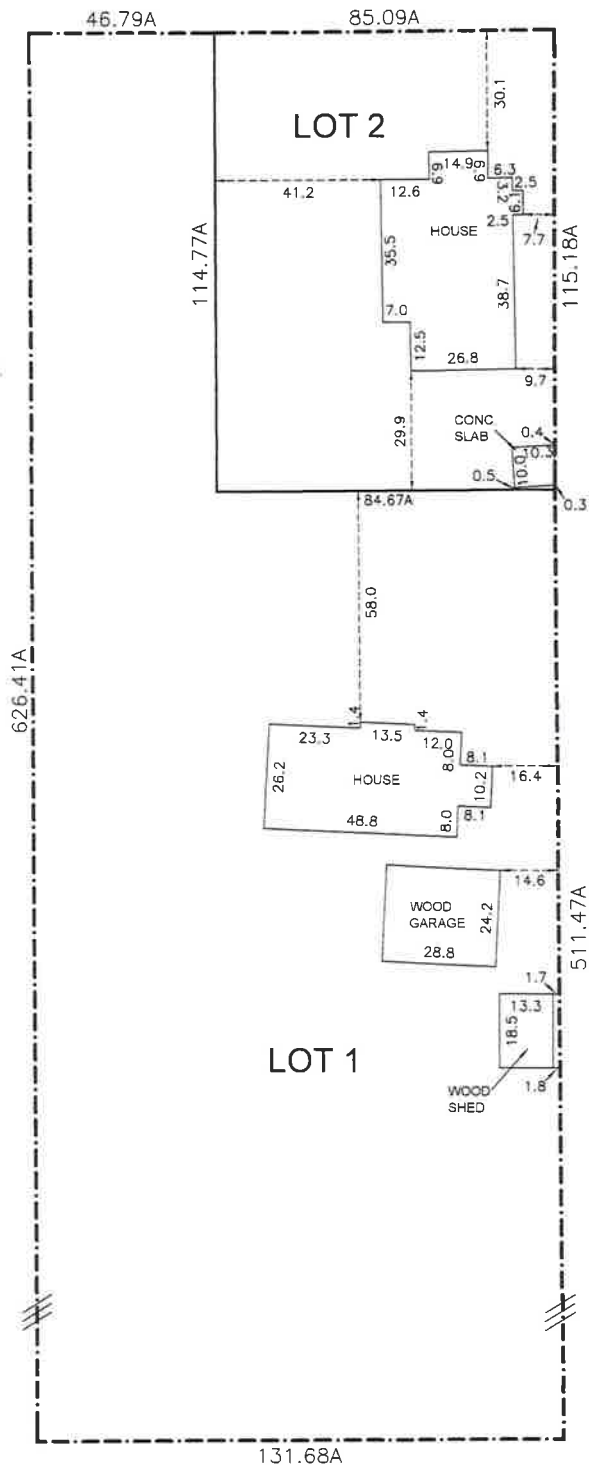
ZONING

CURRENT
RS-72

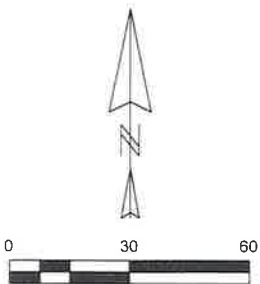
PROPOSED
RS-72

SURVEYORS NOTE:

Setback and Sideyard distance show
are shortest from Structure to Property Line.



RECEIVED
MAR 04 2026
PLANNING DEPT.



Project No. 133-27ASB

D
W
S

Land Surveying
Dennis L. Whitfield, PE, PLS
2915 Sheridan Road
Bellevue, NE 68123
(402) 292-1221

Land Surveying

2915 Sheridan Road
Bellevue, NE 68123-1993

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



December 29, 2025

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

RE: Proposed "CASART ADDITION"
Subdivision Lot Standards Wavier 6-7(8)

Dear Ms. Palm,

Please allow this correspondence to serve as a request to wavier, City of Bellevue Subdivision Regulations, Chapter 6, Paragraph 7, Item 8.

Specific waiver being requested is:

- Proposed Lot 1 of "CASART ADDITION" currently, and for some length of time prior as Tax Lot 4A2B, is a "Flag Lot". Continuation of this configuration will be necessary to allow access to existing residence.

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

Best Regards,

A handwritten signature in blue ink that reads 'Dennis L. Whitfield'. The signature is written in a cursive, flowing style.

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

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

**14c.
4/21/2026**

| | | | | |
|---|---|--|--|--|
| COUNCIL MEETING DATE: 04/21/2026 | | 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:

Public Hearing on the request of a privately-operated Farmers Market at Washington Park

SYNOPSIS/BACKGROUND:

Event Application for an Event License shall have a public hearing before the City Council. In accordance to the ordinance, Sarah and Matthew Milligan have submitted an application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, May 30, 2026 to September 19, 2026 (with the exception of the weekend of Arrows to Aerospace 2026, if held) from 7:00 a.m. to 1:30 p.m.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, May 30, 2026 to September 19, 2026 (with the exception of the weekend of Arrows to Aerospace 2026, if held) from 7:00 a.m. to 1:30 p.m. and to waive the fees.

ATTACHMENTS:

- | | | |
|--|--|-------------------------|
| 1. <input type="text" value="Application for Farmers Market"/> | 2. <input type="text" value="Comments from Police, Parks, & Streets"/> | 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: _____

Amie Bratton
Susan Kluthe
Chris Kenney



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Sarpy County Times** on the dates indicated below. If changes are needed, please contact us prior to deadline at help@column.us

Notice ID: OYTFAWTXb61Xq6mCk66V | **Proof Updated: Apr. 07, 2026 at 08:10am CDT**
Notice Name: NOM Farmers Market

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Shirley Harbin
shirley.harbin@bellevue.net
(402) 293-3165

FILING FOR

Sarpy County Times

Columns Wide: 1

Ad Class: Legals

04/15/2026: General Legal 14.18

Total \$14.18

**Notice of Public Hearing
Privately-Operated Farmers
Market**

Pursuant to Bellevue City Code, on Tuesday, April 21, 2026, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 5/30/2026 to 9/19/2026, except for the weekend of Arrows to Aerospace 2026, if held, from 7:00 AM to 1:30 PM.

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
4/15



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Sarpy County Times** on the dates indicated below. If changes are needed, please contact us prior to deadline at help@column.us

Notice ID: cW3XGXe63QSI0umdfgpW | **Proof Updated: Apr. 06, 2026 at 01:24pm CDT**
Notice Name: NOM Farmers Market 2026

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER Shirley Harbin
shirley.harbin@bellevue.net
(402) 293-3165

FILING FOR Sarpy County Times

Columns Wide: 1 **Ad Class:** Legals

04/15/2026: General Legal 14.18

Total \$14.18

Notice of Public Hearing Privately-Operated Farmers Market

Pursuant to Bellevue City Code, on Tuesday, April 21, 2026, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 5/30/2026 to 9/160/2026, except for the weekend of Arrows to Aerospace 2026, if held, from 7:00 AM to 1:30 PM.

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
4/15



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

APPLICATION FOR A PRIVATELY-OPERATED FARMERS MARKET ON CITY-OWNED PROPERTY

The undersigned hereby makes application to privately conduct or operate a Farmers Market on City-owned property, and hereby submits the following facts in support thereof:

Date of Application: 4/6/2026
Applicant Name: Sarah & Matthew Milligan Phone: 402-239-8269 Email: bellevuenefarmersmarket@yahoo.com
Address: 2217 Franklin Street City: Bellevue State: NE Zip: 68005
Dates of Proposed Activity: May 30, 2026 to September 19, 2026
Location of Proposed Activity: Washington Park Hours of Operation: 7:00 a.m. to 1:30 p.m.

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

- 1. Sanitary Facilities: Restrooms in park for vendors and residents per state department
2. Running Water: Use of water pump in park
3. Power: Use of electrical outlets around park and gazebo
4. Parking: Around park and residential street area

Any other request per applicant: Waiver of fees

Police Department Recommendations:

Parks Department Recommendations:

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: Matthew Milligan Date: 4-6-2026

FOR CITY OFFICE USE ONLY:

City Council Meeting on: _____



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: Shirley Harbin

DATE: April 6, 2026

SUBJECT: Approve request for privately-operated Farmers Market to be held in Washington Park from May 30, 2026 to September 19, 2026, from 7:00 a.m. to 1:30 p.m. (with the exception of the weekend of Arrows to Aerospace 2026, if held). Applicants: Sarah and Matthew Milligan

Please make comments on the above request and return to Shirley Harbin, by, April 13, 2026 . I can be reached at (402) 293-3007 or 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

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

- 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: Shirley Harbin

DATE: April 6, 2026

SUBJECT: Approve request for privately-operated Farmers Market to be held in Washington Park from May 30, 2026 to September 16, 2026, from 7:00 a.m. to 1:30 p.m. (with the exception of the weekend of Arrows to Aerospace 2026, if held). Applicants: Sarah and Matthew Milligan

Please make comments on the above request and return to Shirley Harbin, by, April 13, 2026. I can be reached at (402) 293-3007 or 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

Empty rectangular box for comments or notes.


Signature or Fill in Your Name

4/7/26
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 Strocher
 - Capt. John Stuck

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Shirley Harbin

DATE: April 6, 2026

SUBJECT: Approve request for privately-operated Farmers Market to be held in Washington Park from May 30, 2026 to September 19, 2026, from 7:00 a.m. to 1:30 p.m. (with the exception of the weekend of Arrows to Aerospace 2026, if held). Applicants: Sarah and Matthew Milligan

Please make comments on the above request and return to Shirley Harbin, by, April 13, 2026 . I can be reached at (402) 293-3007 or 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

CPT J. Stuck/HIS 4-6-26 no comments

Capt. Kurt Strocher

Digitally signed by Capt. Kurt Strocher
Date: 2026.04.06 13:40:30 -05'00'

Signature or Fill in Your Name

4-6-26

Date



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

APPLICATION FOR A PRIVATELY-OPERATED FARMERS MARKET ON CITY-OWNED PROPERTY

The undersigned hereby makes application to privately conduct or operate a Farmers Market on City-owned property, and hereby submits the following facts in support thereof:

Date of Application: 4/6/2026
Applicant Name: Sarah & Matthew Milligan Phone: 402-239-8269 Email: bellevuefarmersmarket@yahoo.com
Address: 2217 Franklin Street City: Bellevue State: NE Zip: 68005
Dates of Proposed Activity: May 30, 2026 to September 19, 2026
Location of Proposed Activity: Washington Park Hours of Operation: 7:00 a.m. to 1:30 p.m.

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

- 1. Sanitary Facilities: Restrooms in park for vendors and residents per state department
2. Running Water: Use of water pump in park
3. Power: Use of electrical outlets around park and gazebo
4. Parking: Around park and residential street area
Any other request per applicant: Waiver of fees

Police Department Recommendations:
None - Capt. Strachan #171
None - LPT J. S. [unclear]

Parks Department Recommendations:

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: Matthew Milligan Date: 4-6-2026

FOR CITY OFFICE USE ONLY:

City Council Meeting on:



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: Shirley Harbin

DATE: April 6, 2026

SUBJECT: Approve request for privately-operated Farmers Market to be held in Washington Park from May 30, 2026 to September 14, 2026, from 7:00 a.m. to 1:30 p.m. (with the exception of the weekend of Arrows to Aerospace 2026, if held). Applicants: Sarah and Matthew Milligan

Please make comments on the above request and return to Shirley Harbin, by, April 13, 2026 . I can be reached at (402) 293-3007 or 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: 2026.04.06 13:40:30 -05'00'
Signature or Fill in Your Name

4-6-26
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 Stroehrer
 - Capt. John Stuck

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Shirley Harbin

DATE: April 6, 2026

SUBJECT: Approve request for privately-operated Farmers Market to be held in Washington Park from May 30, 2026 to September 1st, 2026, from 7:00 a.m. to 1:30 p.m. (with the exception of the weekend of Arrows to Aerospace 2026, if held). Applicants: Sarah and Matthew Milligan

Please make comments on the above request and return to Shirley Harbin, by, April 13, 2026 . I can be reached at (402) 293-3007 or 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



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: Shirley Harbin

DATE: April 6, 2026

SUBJECT: Approve request for privately-operated Farmers Market to be held in Washington Park from May 30, 2026 to September 1st, 2026, from 7:00 a.m. to 1:30 p.m. (with the exception of the weekend of Arrows to Aerospace 2026, if held). Applicants: Sarah and Matthew Milligan

Please make comments on the above request and return to Shirley Harbin, by, April 13, 2026 . I can be reached at (402) 293-3007 or 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 known conflicts with event.

Signature or Fill in Your Name

04/06/2026

Date

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

14d.
4/21/2026

| | | | |
|--|---|--|--|
| COUNCIL MEETING DATE: 04/21/2026 | | SUBMITTED BY: Susan Kluthe, City Clerk | |
| AGENDA ITEM: | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION <input type="checkbox"/> | |
| LIQUOR LICENSE <input checked="" 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:

Recommend approval of an Event License and a Special Designated Liquor License for Midlands Community Foundation/Bellevue Community Foundation for Bellevue Rocks Festival

SYNOPSIS/BACKGROUND:

The Bellevue Community Foundation would like to have their annual Bellevue Rocks Festival at American Heroes Park and be able to sell beer and distilled spirits at the event on Thursday, June 4, 2026, Friday, June 5, 2026 and Saturday, June 6, 2026 from 4:00 p.m. to 1:00 a.m., Sunday, June 7, 2026 from 12:00 p.m. to 6:00 p.m. SDL applications are turned directly into the City Clerk and is reviewed by the Police Dept., then submitted to City Council to review and make recommendation. Application is then submitted for final approval. Event Licenses are also turned into the Clerk and routed to various departments for comments or concerns. Public hearing is held for City Council Approval.

FISCAL IMPACT: 160.00 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 Event License for Midlands Community Foundation/Bellevue Community Foundation for Bellevue Rocks Festival and recommend to the NE Liquor Control Commission the approval of a Special Designated Liquor License on Thursday, June 4, 2026, Friday, June 5, 2026 and Saturday, June 6, 2026 from 4:00 p.m. to 1:00 a.m., Sunday, June 7, 2026 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue.

ATTACHMENTS:

- | | | |
|--------------------|----------------------------------|-----------------------|
| 1. SDL Application | 2. Form 50G Location License App | 3. Event Applications |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink over three horizontal lines]



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: Midlands Community Foundation/Bellevue Community Foundation Date: June 4-7, 2026

Contact Person Information for Organization:

Name: Phil Davidson Phone: 402-659-1380 Email: bellevuecommunityfoundation@gmail.com
Address: P.O. Box 254 City: Bellevue State: NE Zip: 68005

Event Information:

Event Name: Bellevue Rocks

Location of Event/Alternate Location:

American Heroes Park

Dates of Event: June 4-7, 2026 Alternate Dates: Hours of Event: June 4-6, 2025 4pm to 1:00am and June 7, 2026 12 - 6 PM

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

- 1. Sanitary Facilities: Porta Potties
2. Running Water: Portable Tanks
3. Power: Rented Generators
4. Parking: On-site, Haworth
5. Insurance: Yes

(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: [Handwritten Signature]

Police Department Requests:

Parks Department Requests:

Street Department Requests:

Special Request:

Request to waive \$50.00 fee

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on April 15, 2026.
City Council hearing date: April 21, 2026



**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: April 7, 2026

SUBJECT: Recommend approval of Event License for Midlands Community Foundation/Bellevue Community Foundation for Bellevue Rocks Festival on Thursday, June 4, 2026, Friday, June 5, 2026 and Saturday, June 6, 2026 from 4:00 p.m. to 1:00 a.m., Sunday, June 7, 2026 from 12:00 p.m. to 6:00 p.m., to be held at American Heroes Park, Bellevue.

Please make comments on the above request and return to Susan Kluthe, by, Friday, April 10, 2026 . I can be reached at (402) 293-3007 or 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

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

Signature or Fill in Your Name

4.8.26

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
 - 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: April 7, 2026

SUBJECT: Recommend approval of Event License for Midlands Community Foundation/Bellevue Community Foundation for Bellevue Rocks Festival on Thursday, June 4, 2026, Friday, June 5, 2026 and Saturday, June 6, 2026 from 4:00 p.m. to 1:00 a.m., Sunday, June 7, 2026 from 12:00 p.m. to 6:00 p.m., to be held at American Heroes Park, Bellevue.

Please make comments on the above request and return to Susan Kluthe, by, Friday, April 10, 2026 . I can be reached at (402) 293-3007 or 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: 2026.04.07 16:42:41 -05'00'

Signature or Fill in Your Name

4-7-26

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
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FROM: Susan Kluthe

DATE: April 7, 2026

SUBJECT: Recommend approval of Event License for Midlands Community Foundation/Bellevue Community Foundation for Bellevue Rocks Festival on Thursday, June 4, 2026, Friday, June 5, 2026 and Saturday, June 6, 2026 from 4:00 p.m. to 1:00 a.m., Sunday, June 7, 2026 from 12:00 p.m. to 6:00 p.m., to be held at American Heroes Park, Bellevue.

Please make comments on the above request and return to Susan Kluthe, by, Friday, April 10, 2026 . I can be reached at (402) 293-3007 or 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 known conflicts

Signature or Fill in Your Name

04/08/2026

Date

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

**14d1.
4/21/2026**

| | | | |
|--|---|--|--|
| COUNCIL MEETING DATE: 04/21/2026 | | SUBMITTED BY: Susan Kluthe, City Clerk | |
| AGENDA ITEM: | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION <input type="checkbox"/> | |
| LIQUOR LICENSE <input checked="" 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:

Recommend approval of an Event License and a Special Designated Liquor License for Midlands Community Foundation/Bellevue Community Foundation for Bellevue Rocks Festival

SYNOPSIS/BACKGROUND:

The Bellevue Community Foundation would like to have their annual Bellevue Rocks Festival at American Heroes Park and be able to sell beer and distilled spirits at the event on Thursday, June 4, 2026, Friday, June 5, 2026 and Saturday, June 6, 2026 from 4:00 p.m. to 1:00 a.m., Sunday, June 7, 2026 from 12:00 p.m. to 6:00 p.m. SDL applications are turned directly into the City Clerk and is reviewed by the Police Dept., then submitted to City Council to review and make recommendation. Application is then submitted for final approval. Event Licenses are also turned into the Clerk and routed to various departments for comments or concerns. Public hearing is held for City Council Approval.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approval of Event License for Midlands Community Foundation/Bellevue Community Foundation for Bellevue Rocks Festival and recommend to the NE Liquor Control Commission the approval of a Special Designated Liquor License on Thursday, June 4, 2026, Friday, June 5, 2026 and Saturday, June 6, 2026 from 4:00 p.m. to 1:00 a.m., Sunday, June 7, 2026 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue.

ATTACHMENTS:

| | | |
|---|---|--|
| 1. <input type="text" value="SDL Application"/> | 2. <input type="text" value="Form 50G Location License App"/> | 3. <input type="text" value="Event Applications"/> |
| 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 in blue ink over the signature lines]

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

51-0191738

Midlands Community Foundation (Bellevue Community Foundation)

License #

Licensee Name/Non-Profit Organization

Event location name: **American Heroes Park**

Event address/location: **2500 Payne Drive, Bellevue**

| | | | | | | |
|----------------------|-----------------|-----------------|-----------------|-----------------|-------|-------|
| Event date(s): | <u>6/4/2026</u> | <u>6/5/2026</u> | <u>6/6/2026</u> | <u>6/7/2026</u> | _____ | _____ |
| Event start time(s): | <u>4:00 PM</u> | <u>4:00 PM</u> | <u>4:00 PM</u> | <u>12:00 PM</u> | _____ | _____ |
| Event end time(s): | <u>1:00 AM</u> | <u>1:00 AM</u> | <u>1:00 AM</u> | <u>6:00 AM</u> | _____ | _____ |

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: **400** X **500** (Must submit a diagram)

Alternate dates/times: **None**

Alternate location name/location: **None**

Type of alcohol to be served: Beer Wine _____ Distilled Spirits

Event contact name: **Phil Davidson** Event contact phone number: **402-659-1380**

Event contact Email: **bellevuecommunityfoundation@gmail.com**

*Signature Authorized Representative: 

Local Governing Body completes below:

The local governing body for the City of _____ **OR**

County of _____ approves the issuance of a Special Designated License as requested above.

Local Governing Body Authorized Signature

Date

Non-Profit Organization Affidavit

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

Affidavit of Non-Profit Status

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A LIQUOR LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

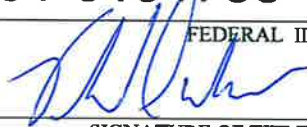
I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Midlands Community Foundation

NAME OF CORPORATION

51-0191738

FEDERAL ID NUMBER



SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 30th DAY OF March, 2026.


NOTARY PUBLIC SIGNATURE & SEAL



SDL – OUTDOOR AREA DIAGRAM

NEBRASKA LIQUOR CONTROL COMMISSION

301 CENTENNIAL MALL SOUTH

PO BOX 95046

LINCOLN, NE 68509-5046

PHONE: (402) 471-2571

FAX: (402) 471-2814

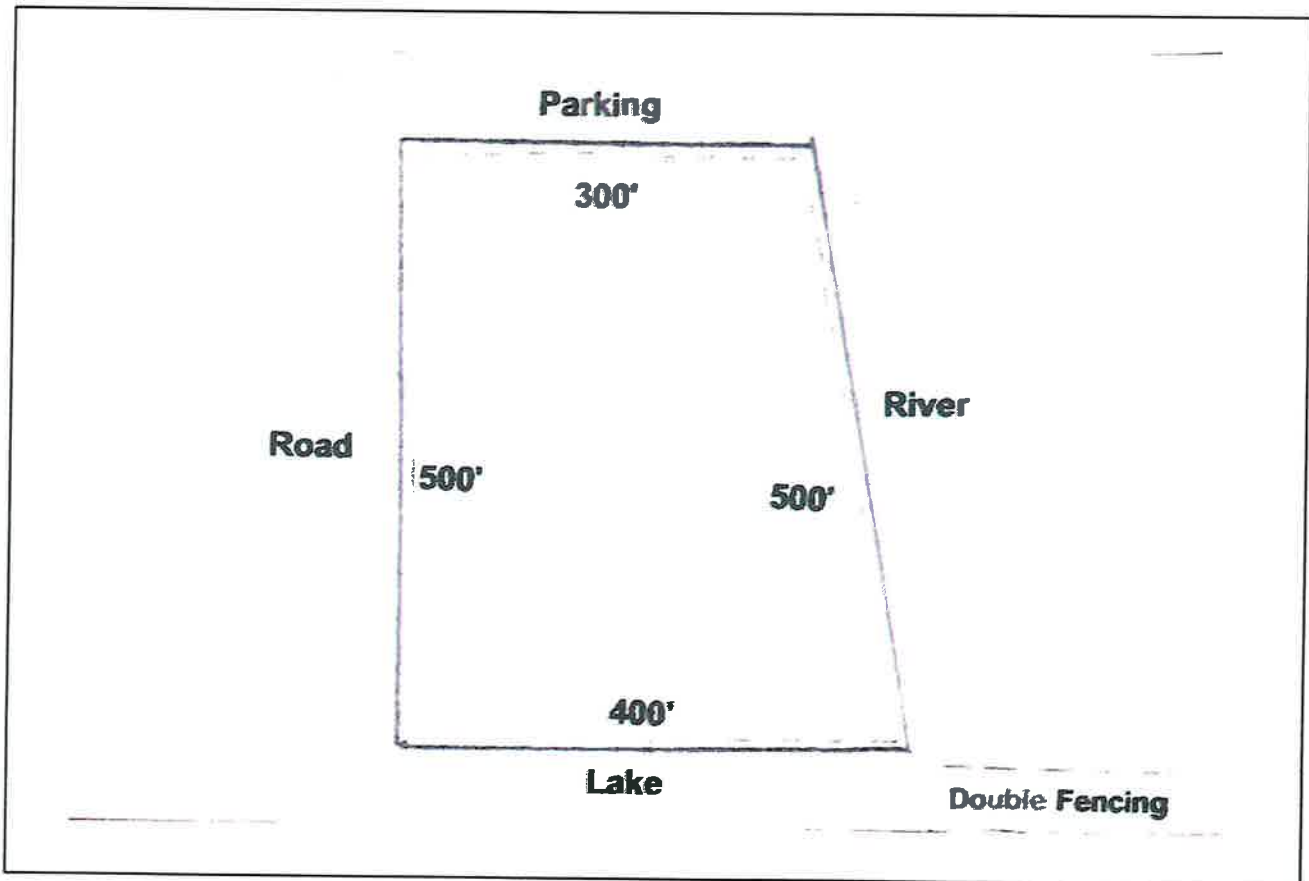
EMAIL: lcc.sdl.licensing@nebraska.gov

WEBSITE: www.lcc.nebraska.gov

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDE LENGTH & WIDTH IN FEET

HOW AREA WILL BE PATROLLED: Bellvue Police

DIAGRAM OF PROPOSED AREA:





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

SPECIAL DESIGNATED LIQUOR LICENSE POLICE REPORT

Date Emailed: 4/2/2026 Due to City Clerk By: 4/10/2026

Applicant Name: Midlands Community Foundation (Bellevue Community Foundation) Phone: 402-659-1380

Location/Address: PO Box 254 City: Bellevue State: NE Zip: 68005

Date/Dates: June 4-7, 2026 Time: June 4-6 - 4 p.m. - 1:00 a.m. & June 7th - 12 p.m. - 6 p.m.

Alternate Date/Dates: None Alternate Time: None

Requested Action:

Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of a Special Designated Liquor License on Thursday, June 4, 2026, Friday, June 5, 2026 and Saturday, June 6, 2026 from 4:00 p.m. to 1:00 a.m., and Sunday, June 7, 2026 from 12:00 p.m. to 6:00 p.m., to be held at American Heroes Park, Bellevue.

Comments:

No Comment:



Print Name: Cpt. Kurt Strocher Date: 4-7-26
Signature: [Handwritten Signature]

FOR OFFICE USE ONLY:

APPROVED _____ DENIED _____ BY: _____ DATE: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

| | | | |
|--|---|--|--|
| COUNCIL MEETING DATE: 04/21/2026 | | SUBMITTED BY: Susan Kluthe, City Clerk | |
| AGENDA ITEM: | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION <input type="checkbox"/> | |
| LIQUOR LICENSE <input checked="" 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:

Recommend approval of an Event License for Midlands Community Foundation/Bellevue Community Foundation for Bellevue Riverfront Weekend Carnival

SYNOPSIS/BACKGROUND:

The Bellevue Community Foundation would like to have a Bellevue Riveerfront Weekend Carnival at American Heroes Park Friday, June 12, 2026 and Saturday, June 13, 2026 from 4:00 p.m. to 1:00 a.m. Event Licenses are turned into the Clerk and routed to various departments for comments or concerns. Public hearing is held for City Council Approval.

FISCAL IMPACT: -0- 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 DISTRUBUTION CODE: n/a ACCOUNT NUMBER: n/a

RECOMMENDATION:

Approval of Event License for Midlands Community Foundation/Bellevue Community Foundation for Bellevue Riverfront Weekend Carnival on Friday, June 12, 2026 and Saturday, June 13, 2026 from 4:00 p.m. to 1:00 a.m. at American Heroes Park, Bellevue.

ATTACHMENTS:

| | | |
|----------------------|-----------------------|----|
| 1. Event Application | 2. Event Review Forms | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Anna Borjesson
Jose Borjesson
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: Midlands Community Foundation/Bellevue Community Foundation Date: June 12-13, 2026

Contact Person Information for Organization:

Name: Phil Davidson Phone: 402-659-1380 Email: bellevuecommunityfoundation@gmail.com
Address: P.O. Box 254 City: Bellevue State: NE Zip: 68005

Event Information:

Event Name: Riverfront Weekend Carnival

Location of Event/Alternate Location:

American Heroes Park

Dates of Event: June 12-13 2026 Alternate Dates: Hours of Event: June 5-8, 2025 4pm to 1:00am June 9 - 12 pm to 5 pm

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

- 1. Sanitary Facilities: Porta Potties
2. Running Water: Portable Tanks
3. Power: Rented Generators
4. Parking: On-site, Haworth
5. Insurance: Yes

(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: [Handwritten Signature]

Police Department Requests:

Parks Department Requests:

Street Department Requests:

Special Request:

Request to waive \$50.00 fee

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on April 15, 2026
City Council hearing date: April 21, 2026



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 Stroehrer
 - Capt. John Stuck

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: April 7, 2026

SUBJECT: Recommend approval of Event License for Midlands Community Foundation/Bellevue Community Foundation for Riverfront Weekend Carnival on Friday, June 12 & Saturday, June 13, 2026 from 4:00 p.m. to 1:00 a.m., to be held at American Heroes Park, Bellevue.

Please make comments on the above request and return to Susan Kluthe, by, Friday, April 10, 2026 . I can be reached at (402) 293-3007 or 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 known conflicts with event

Signature or Fill in Your Name

04/08/2026

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 Strocher
 - Capt. John Stuck

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedecken

FROM: Susan Kluthe

DATE: April 7, 2026

SUBJECT: Recommend approval of Event License for Midlands Community Foundation/Bellevue Community Foundation for Riverfront Weekend Carnival on Friday, June 12 & Saturday, June 13, 2026 from 4:00 p.m. to 1:00 a.m., to be held at American Heroes Park, Bellevue.

Please make comments on the above request and return to Susan Kluthe, by, Friday, April 10, 2026 . I can be reached at (402) 293-3007 or 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

OPT J. Stuck
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

- 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: April 7, 2026

SUBJECT: Recommend approval of Event License for Midlands Community Foundation/Bellevue Community Foundation for Riverfront Weekend Carnival on Friday, June 12 & Saturday, June 13, 2026 from 4:00 p.m. to 1:00 a.m., to be held at American Heroes Park, Bellevue.

Please make comments on the above request and return to Susan Kluthe, by, Friday, April 10, 2026 . I can be reached at (402) 293-3007 or 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: 2026.04.07 16:43:28 -05'00'

Signature or Fill in Your Name

4-7-26

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 Strocher
 - Capt. John Stuck

- Parks Department
 - Jim Shada

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: April 7, 2026

SUBJECT: Recommend approval of Event License for Midlands Community Foundation/Bellevue Community Foundation for Riverfront Weekend Carnival on Friday, June 12 & Saturday, June 13, 2026 from 4:00 p.m. to 1:00 a.m., to be held at American Heroes Park, Bellevue.

Please make comments on the above request and return to Susan Kluthe, by, Friday, April 10, 2026 . I can be reached at (402) 293-3007 or 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

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

Signature or Fill in Your Name

4.8.26

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

| | | | |
|--|---|---|--|
| COUNCIL MEETING DATE: April 21, 2026 | | SUBMITTED BY: Legal | |
| 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:

Resolution 2026-07 to authorize the City of Bellevue's participation in the national opioid settlement known as the Remnant Defendants Settlement

SYNOPSIS/BACKGROUND:

A new proposed settlement has been reached in pending opioid litigation against certain settling defendants, namely Associated Pharmacies, Inc. (and American Associated Pharmacies), J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) ("Six Remnant Defendants"), to resolve legal claims against them for their role in the national opioid crisis. The City is eligible to receive settlement funds in an as yet undetermined amount if the Remnant Defendants Settlement is effectuated.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign Resolution No. 2026-17

ATTACHMENTS:

| | | |
|---------------------------|-------------------------|-------------------------|
| 1. Resolution No. 2026-17 | 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:

Simon Borzatta
Jason [Signature]
Simon [Signature]

RESOLUTION NO. 2026-07

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE,
NEBRASKA AUTHORIZING THE CITY OF BELLEVUE'S PARTICIPATION IN THE
REMNANT DEFENDANTS SETTLEMENT WITH SIX REMNANT DEFENDANTS.

WHEREAS, a new national opioid settlement has been reached with six regional distributors/dispenser defendants, namely Associated Pharmacies, Inc. (and American Associated Pharmacies), J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) ("Six Remnant Defendants") to resolve legal claims against them for their role in the national opioid crisis; and

WHEREAS, there is one settlement agreement ("Remnant Defendants Settlement") covering the combined settlement with the Six Remnant Defendants; and

WHEREAS, if effectuated, the proposed Remnant Defendants Settlement will result in the Six Remnant Defendants paying a combined \$97,625,000.00 in cash for purposes of abating the opioid epidemic;

WHEREAS, an Eligible Entity participating in the Remnant Defendants Settlement will result in a one-time settlement payment to the Eligible Entity in an amount yet to be determined;

WHEREAS, as set forth in Exhibit A to this Resolution, the National Opioids Settlement: Six Remaining Defendants Claims Administrator has notified the City of Bellevue that the City of Bellevue is an Eligible Entity that may participate in the Remnant Defendants Settlement by opting into said settlement;

WHEREAS, by opting into the Remnant Defendants Settlement, the City of Bellevue agrees that if it receives any settlement funds, it will use said funds for the *Core Strategies and Approved Uses* set forth in Exhibit D of the Remnant Defendants Settlement;

WHEREAS, it is in the best interest of the City of Bellevue to participate in the settlements with the Remnant Defendants Settlement.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA that the Mayor is hereby authorized to opt the City into the Remnant Defendants Settlement and to take all actions necessary, including the signing of documents and legal papers, in order to carry out the intent and purposes of such settlements on behalf of the City of Bellevue.

ADOPTED this 21st day of April, 2026.

Rusty Hike
Mayor

ATTEST:

City Clerk

To: Bellevue city, NE
Reference Number: CL-2019449

**NOTICE OF NEW NATIONAL OPIOID SETTLEMENT
AND UPCOMING ACTION NEEDED TO PARTICIPATE:
MONDAY, May 4, 2026, DEADLINE**

A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants).

This is the formal Notice required by the Remnant Defendants Settlement. You are receiving this Notice because your entity is entitled to participate (Eligible Entity). Please read this Notice and the attached *Settlement Overview* carefully. The *Settlement Overview* provides additional information concerning this new national opioid settlement.

Your entity may have participated in prior national opioid settlements. This Notice concerns the opportunity to participate in this **new** settlement with the Six Remnant Defendants. Your entity may participate in this new settlement even if it did not participate in a prior national settlement.

All Eligible Entities must “opt in” to participate in this new settlement. To do so, a person with authority must sign and return the *Combined Subdivision Participation and Release Form* that will be sent via DocuSign shortly. If an Eligible Entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be submitted via the Rubris Platform Portal. Please utilize the link included in this Notice to upload your entity’s *Combined Subdivision Participation and Release Form* directly to the Rubris Platform Portal. DocuSign remains the preferred method of submission of the needed form.

The deadline to return the *Combined Subdivision Participation and Release Form* is Monday, May 4, 2026.

Questions about this Notice or the process for receiving and submitting the required *Combined Subdivision Participation and Release Form* may be directed to your attorney or the Notice and Claims Administrator at opioidsparticipation@rubris.com.

Please review the list of individuals on this email and contact the Notice and Claims Administrator at opioidsparticipation@rubris.com if someone else at your entity should receive communications about this Settlement.



If your entity is represented by an attorney with respect to opioid claims and they are not copied on this message, please immediately contact them concerning this Notice.

Thank you,
National Opioids Notice and Claims Administrator for the Remnant Defendants
Settlement

The Notice and Claims Administrator is retained to provide the Settlement Notice required by the Settlement Agreement referenced above and to manage the collection of Subdivision Settlement Participation Forms.



National Opioids Settlements: Six Remnant Defendants
Notice and Claims Administrator
opioidsparticipation@rubris.com

To: Bellevue city, NE
Reference Number: CL-2019449

**THIS SETTLEMENT OVERVIEW CONTAINS IMPORTANT INFORMATION ABOUT
THE SIX REMNANT DEFENDANTS NATIONAL OPIOID SETTLEMENT**

SIX REMNANT DEFENDANTS SETTLEMENT OVERVIEW

A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants). There is one settlement agreement covering the combined settlement with the Six Remnant Defendants.

If effectuated, the proposed Remnant Defendants Settlement will result in the the Six Remnant Defendants paying a combined \$97,625,000.00 in cash for purposes of abating the opioid epidemic. An Eligible Entity's participation in the Remnant Defendants Settlement, the Settlement will result in a one-time settlement payment to each Eligible Entity. The Settlement funds must be used for the *Core Strategies and Approved Uses* set forth in Exhibit D of the Remnant Defendant Settlement Agreement.

The Remnant Defendants Settlement does not include State Attorneys General or any amount allocated to a State. Rather, this Settlement will be distributed only and directly to any Eligible Entity that participates by signing and returning the *Combined Subdivision Participation and Release Form* by the deadline.

The allocation to participating entities will be calculated using the national Denver model but removing from the equation any amount that the Denver model would allocate to a State Attorney General or a State allocation. Specifically, the interstate allocation formula will be used to calculate what amount should go to all the subdivisions in each state and then apply the intrastate allocation as between all subdivisions who are either a litigating subdivision or a non-litigating subdivision with a population of 30,000 or more. Using that methodology, a national pro-rata percentage was created. That allocation percentage of participation is reflected in Exhibit E of the Remnant Defendant Settlement Agreement.



Eligible Entities must decide whether to participate by **Monday, May 4, 2026.**

WHO IS RUBRIS INC. AND WHAT IS THE NOTICE AND CLAIMS ADMINISTRATOR?

The Settlement provides that a Notice and Claims Administrator will provide notice and manage the collection of participation forms. Rubris, Inc. is the Notice and Claims Administrator for this new Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR ENTITY RECEIVING THIS NOTICE?

Your entity is eligible to participate in this Settlement. This Notice is also sent directly to counsel for each Eligible Entity if the Notice and Claims Administrator has their information. *If you are represented by an attorney with respect to opioid claims, please contact them.*

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement may be found at:
<https://nationalopioidsettlement.com>

You are encouraged to review the Settlement Agreement terms and discuss the terms and benefits with your counsel. Each Eligible Entity will need to decide whether to participate in the proposed Settlement, and entities are encouraged to work through this process before the Monday, May 4, 2026, deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that each Eligible Entity take affirmative steps to “opt in” to the Settlement. You will receive the *Combined Subdivision Participation and Release Form* via DocuSign along with instructions from the Implementation Administrator. In order to participate in this Settlement, a person with authority must sign and return the required *Combined Subdivision Participation and Release Form*. DocuSign remains the preferred method of submission of the needed form.

The participation rate will be used to determine whether participation for each *Remnant Defendant* is sufficient to move forward. If the Settlement moves forward, your release will become effective as to that *Remnant Defendant*. If the settlement as to any *Remnant Defendant* does not move forward, the release as to that *Remnant Defendant* will not become effective.

Please add the following email addresses to your “safe” list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.



All required documentation must be signed and returned on or before Monday, May 4, 2026. Upon effectuation of the Remnant Defendants Settlement, each Eligible Entity will be provided with a link to a portal where you will enter contact and payment information to receive settlement funds.



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

| | | | |
|---|--|---|--|
| COUNCIL MEETING DATE: 04/21/2026 | | SUBMITTED BY: Finance, CDBG | |
| AGENDA ITEM: | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION <input type="checkbox"/> | |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/> | |
| RESOLUTION <input type="checkbox"/> | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/> | |

SUBJECT:

Amendment to extend the subrecipient agreement term for the 2024 CDBG Subrecipient Agreement with Bellevue Economic Enhancement Foundation for the Chamber Small Business Assistance Program

SYNOPSIS/BACKGROUND:

The City of Bellevue executed a CDBG subrecipient agreement with the Bellevue Economic Enhancement Foundation (BEEF) for the Chamber Small Business Assistance Program on May 6, 2025, as outlined in the 2024 Action Plan with the Time of Performance expiring one-year from the date of execution. The project received \$50,000.00, and has a balance of \$37,397.04 remaining. BEEF has requested an extension to May 4, 2027, for the agreement to retain use of the funds for the approved activities. The subrecipient agreements allows for a one-year extension upon request and with proper documentation. Staff recommends approval of the extension and will assist BPS in completing the project in accordance with HUD regulations.

FISCAL IMPACT: 50,000.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Amendment to the 2024 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 5/5/2026 CONTRACT TERM: 1 year CONTRACT END DATE: 5/4/2027

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: CDBG-192506 ACCOUNT NUMBER: 60/1903/192506/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the amendment extending the CDBG subrecipient agreement with Bellevue Economic Enhancement Foundation for B-24 CDBG funding for the Chamber Small Business Assistance Program in an amount not to exceed \$50,000.00.

ATTACHMENTS:

- Extension Request - BEEF
- B-24 Subrecipient Agreement
- B-24 Agreement Amendment
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Tatuki
Jason
Dan

**FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE ECONOMIC ENHANCEMENT FOUNDATION
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-24-MC-31-0003**

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this ____ day of ____, 20__, by and between the subrecipient BELLEVUE ECONOMIC ENHANCEMENT FOUNDATION hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-24-MC-31-0003 HUD contract in the amount of \$50,000.00 for the Bellevue Chamber Small Business Assistance; and

WHEREAS, the Parties desire to amend the Agreement to extend the term thereof, update the Timeliness and Time of Performance by the SUBRECIPIENT to the GRANTEE, and to otherwise modify the Agreement as provided for herein; and

WHEREAS, the Parties therefore intend that the terms of the Agreement shall be so modified; and

WHEREAS, that all other terms and conditions of the Agreement, except to the extent expressly amended herein, shall remain in full force and effect.

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

AGREEMENT AMENDMENT

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed and acknowledged, the Parties agree that the Agreement shall be amended as follows:

A. SCOPE OF SERVICE.

1. Time of Performance. The time of performance of this Agreement is hereby extended and will remain in effect through May 4, 2027.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. Timeliness. Funding allocated as part of this agreement must be expended by May 4, 2027. Any remaining balance of funds following the expiration of this agreement will be released and reallocated by the GRANTEE.

Rusty Hike, Mayor
City of Bellevue, Nebraska

A. Herall
Amanda Herall, Vice Chair, Board of Directors
Bellevue Economic Enhancement Foundation

Rich Severson, Finance Director
City of Bellevue, Nebraska

Diane Bruce
Diane Bruce, President/CEO
Bellevue Economic Enhancement Foundation

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

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

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

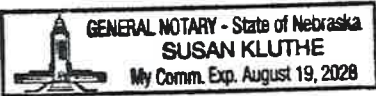
My Commission Expires: _____

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

The above and foregoing instrument was acknowledged before me this 13th day of April, 2020 by Amanda Herall, Vice Chair of the Board Director, on behalf of the organization.

My Commission Expires:

8/19/2028



Susan Kluthe
NOTARY PUBLIC



We Influence The World!

City of Bellevue
Community Development Block Grant
1500 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3000

March 17, 2026

Ms. Diane Bruce
President/CEO, Bellevue Economic Enhancement Foundation
Bellevue Chamber of Commerce
1036 Bruin Boulevard #119
Bellevue, NE 68005

RE: Expiring FY-24 CDBG Subrecipient Agreement

Ms. Bruce:

The City of Bellevue City Council awarded Community Development Block Grant (CDBG) funds to Bellevue Economic Enhancement Foundation for the Bellevue Chamber Small Business Assistance program in the amount of \$50,000.00. The subrecipient agreement was executed on May 6, 2025, and allowed 12 months for expenditure of these funds.

This agreement will expire on May 5, 2026, and the activity has a current balance of \$44,375.00. As stated in the subrecipient agreement under B.12 Timeliness, BEEF is eligible to request an extension of the agreement allowing up to one additional year to expend the funds by submitting a formal request for an extension of the agreement that must include the following information:

- (1) a written narrative explaining the reason for the delay in project completion,
- (2) an updated timeline for project completion, and
- (3) any additional information helpful to assist in determining approval of the extension request.

If BEEF would like to extend the agreement, the agreement extension request **and** signed agreement amendment must be received by Friday, April 3, 2026, in order to appear on the April 14th council meeting. Requests not received prior to the expiration of the subrecipient agreement may result in loss of the remaining balance of CDBG funding.

If you have any questions regarding this information or if I can assist in any way, please contact me, at (443)655-2123 or abby.highland@outlook.com.

Thank you,

Abby Highland
CDBG Program Specialist



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

| | | | |
|---|--|---|--|
| COUNCIL MEETING DATE: 5/6/2025 | | SUBMITTED BY: Finance/CDBG | |
| AGENDA ITEM: | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION <input type="checkbox"/> | |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/> | |
| RESOLUTION <input type="checkbox"/> | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/> | |

SUBJECT:

Approve the 2024 CDBG Subrecipient Agreement with Bellevue Economic Enhancement Foundation for the Chamber Small Business Assistance program in an amount not to exceed \$50,000.00.

SYNOPSIS/BACKGROUND:

As part of the 2024 Action Plan approved by the City Council on August 6, 2024, the Bellevue Economic Enhancement Foundation (BEEF) was approved for funding in an amount not to exceed \$50,000.00 for the Chamber Small Business Assistance program which will provide funding to set up an assistance fund to help small businesses with resources to make improvements and expand employment opportunities. BEEF has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$50,000.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Bellevue Economic Enhancement Foundation INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: 2024 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 05/06/2025 CONTRACT TERM: 1 year CONTRACT END DATE: 05/05/2026

PROJECT NAME: Chamber Small Business Assistance

START DATE: 05/06/2025 END DATE: 05/05/2026 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192506 ACCOUNT NUMBER: 60/1903/192506/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Bellevue Economic Enhancement Foundation.

ATTACHMENTS:

1. 2024 CDBG Subrecipient Agreement
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Wilby
[Signature]
[Signature]

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE ECONOMIC ENHANCEMENT FOUNDATION
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-24-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 14th day of May, 2025 by and between the subrecipient BELLEVUE ECONOMIC ENHANCEMENT FOUNDATION hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-24-MC-31-0003 HUD contract in the amount of \$50,000.00 for the Bellevue Chamber Small Business Assistance; and

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

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2024-2028 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$50,000.00 from the B-24-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing assistance to help small businesses with resources to make improvements and expand employment opportunities which is eligible under 24 CFR 570.203(2) Economic Development Direct Assistance. Such program will include the following activities eligible under the CDBG program:

- a. Program Delivery. Funding will be provided for the small business assistance program including, but not limited to, resources for facility improvements to increase customer base and expand employment positions as outlined in the 2024 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
- i. Develop and provided program, guidelines, application documents, eligibility requirements, and procedures for the program to the GRANTEE.
 - ii. Provided documentation of in-kind funding leveraged with CDBG funding.
 - iii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - iv. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.

- b. Income Benefit Goals. It is anticipated that the program will provide participation assistance for 3 business located within Bellevue city limits.
 - c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by business assistance, job creation or job retention providing low- and moderate-income benefit.
 - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
 - ii. Job Creation or Retention. Documentation will be required to demonstrate the jobs created were entry level positions available to low- and moderate-income persons.
- _____ 2. Performance Monitoring. The SUBRECIPIENT, at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
- a. Statistical information including the number of persons and/or business, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
 - b. Update on the expenditure of funding as well as a timeline for expenditure update.
 - c. Any additional funds leveraged with CDBG funding.
 - d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that the approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project. A desk monitoring may be conducted in lieu of an onsite monitoring visit as necessary.
4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.
6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$50,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken, including compliance with standards for economic development assistance and job creation/retention in 24 CFR 570.203(b);
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
- c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI) registered and active in the System for Award Management (SAM.gov) through the completion of the agreement. All business selected for assistance through the small business assistance fund must also maintain a UEI registered and active in SAM.gov. The GRANTEE must be able to verify the SUBRECIPIENT's and businesses registered UEI number with SAM.gov prior to any grant funding being disbursed.

4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:

- a. 1st Quarter: October – December,
- b. 2nd Quarter: January – March,
- c. 3rd Quarter: April – June, and
- d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description

of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

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

9. Contracting.

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. Subcontracts
 - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have

a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

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

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

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

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

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable

to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
- i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

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

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such

amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

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

D. OTHER PROGRAM REQUIREMENTS.

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

providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

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

2. Affirmative Action.

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

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

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

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

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. "Section 3" Clause.

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

Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.

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

4. Conduct.

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

7. Lobbying. The SUBRECIPIENT hereby certifies that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
 - d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
8. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
9. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
10. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.
11. Build America, Buy American Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4)A-102, Grants and Cooperative Agreements with State and Local Governments,(5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.
2. Cost Principles. The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. Audits. The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

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

G. AGREEMENT MOTIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.

3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures us that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.00.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

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

J. NOTICES.

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

a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

b. To SUBRECIPIENT: Executive Director
Bellevue Economic Enhancement Foundation/Bellevue Chamber of Commerce
1036 Bruin Boulevard #119
Bellevue, NE 68005

c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

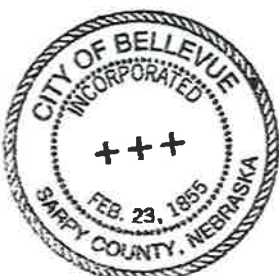
Rusty Hike
Rusty Hike, Mayor
City of Bellevue, Nebraska

John McVay
John McVay, Board of Directors
Bellevue Economic Enhancement Foundation

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

Diane Bruce
Diane Bruce, President/CEO
Bellevue Economic Enhancement Foundation

ATTEST:
Susan Kluthe
Susan Kluthe, City Clerk
City of Bellevue, NE



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

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

WITNESS my hand and official seal.

Signature: Shirley R. Harbin
(Affix Notarial Seal)

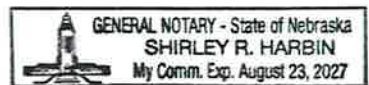
My Commission Expires: August 23, 2027

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

The above and foregoing instrument was acknowledged before me this 28th day of April, 2025 by John McVay, President, on behalf of the organization.

My Commission Expires:
August 23, 2027

Shirley R. Harbin
NOTARY PUBLIC



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

| | | | |
|---|--|---|--|
| COUNCIL MEETING DATE: 04/21/2026 | | SUBMITTED BY: Finance, CDBG | |
| AGENDA ITEM: | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION <input type="checkbox"/> | |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/> | |
| RESOLUTION <input type="checkbox"/> | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/> | |

SUBJECT:

Amendment to extend the subrecipient agreement term for the 2024 CDBG Subrecipient Agreement with Bellevue Public School for the Family Literacy Project in an amount not to exceed \$20,000.00

SYNOPSIS/BACKGROUND:

The City of Bellevue executed a CDBG subrecipient agreement with Bellevue Public School (BPS) for the Family Literacy Project on May 6, 2025, as outlined in the 2024 Action Plan with the Time of Performance expiring one-year from the date of execution. The project received \$20,000.00, and has a balance of \$12,364.23 remaining. BPS has requested an extension to May 4, 2027, for the agreement to retain use of the funds for the approved activities. The subrecipient agreements allows for a one-year extension upon request and with proper documentation. Staff recommends approval of the extension and will assist BPS in completing the project in accordance with HUD regulations.

FISCAL IMPACT: 20,000.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Amendment to the 2024 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 5/5/2026 CONTRACT TERM: 1 year CONTRACT END DATE: 5/4/2027

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: CDBG-192503 ACCOUNT NUMBER: 60/1903/192503/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the amendment extending the CDBG subrecipient agreement with Bellevue Public Schools for B-24 CDBG funding for the Family Literacy Project in an amount not to exceed \$20,000.00.

ATTACHMENTS:

1. Extension Request - BPS
2. B-24 Subrecipient Agreement
3. B-24 Agreement Amendment
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Anna P...
[Signature]
[Signature]

**FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE PUBLIC SCHOOL
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-24-MC-31-0003**

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this ____ day of ____, 20~~26~~ by and between the subrecipient BELLEVUE PUBLIC SCHOOL hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-24-MC-31-0003 HUD contract in the amount of \$20,000.00 for the Family Literacy Program; and

WHEREAS, the Parties desire to amend the Agreement to extend the term thereof, update the Timeliness and Time of Performance by the SUBRECIPIENT to the GRANTEE, and to otherwise modify the Agreement as provided for herein; and

WHEREAS, the Parties therefore intend that the terms of the Agreement shall be so modified; and

WHEREAS, that all other terms and conditions of the Agreement, except to the extent expressly amended herein, shall remain in full force and effect.

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

AGREEMENT AMENDMENT

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed and acknowledged, the Parties agree that the Agreement shall be amended as follows:

A. SCOPE OF SERVICE.

1. Time of Performance. The time of performance of this Agreement is hereby extended and will remain in effect through May 4, 2027.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. Timeliness. Funding allocated as part of this agreement must be expended by May 4, 2027. Any remaining balance of funds following the expiration of this agreement will be released and reallocated by the GRANTEE.

Rusty Hike, Mayor
City of Bellevue, Nebraska

Jeff Rippe
Dr. Jeff Rippe, Superintendent
Bellevue Public School

Rich Severson, Finance Director
City of Bellevue, Nebraska

Sue Fjelstad
Sue Fjelstad, Coordinator of EL
Bellevue Public School

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

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

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires: _____

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

The above and foregoing instrument was acknowledged before me this 6 day of April, 2026 by Jeff Rippe, Superintendent, Bellevue Public School, on behalf of the organization.

My Commission Expires:

1-15-2029

Lee Ann Blecke
NOTARY PUBLIC

LEE ANN BLECKE
General Notary - State of Nebraska
My Commission Expires Jan 15, 2029



CHAMPIONS
FOR
CHILDREN

BELLEVUE PUBLIC SCHOOLS

2600 Arboretum Drive
Bellevue, NE 68005-3501
(402) 293-4000 • FAX (402) 293-5002

"Proudly Serving the Bellevue/Offutt Community"

www.bellevuepublicschools.org

April 3, 2026

City of Bellevue
Community Development Block Grant
1500 Wall St
Bellevue, NE 68005

RE: Request of Extension

Bellevue City Council,

I am writing to respectfully request an extension to extend the remaining funding awarded from the Community Development Block Grant of \$12,364.23 to Bellevue Public Schools for the Family Literacy Program.

Although the grant was awarded in August 2024 in the amount of \$20,000 the funds were not disbursed until March 2025. This delay impacted our project timeline of covering the expenses of a childcare provider and interpreter for supporting non-English speaking residents. As a result, the project's progress was shifted several months later than originally planned.

To date, we have expended a portion of the funds and currently have a remaining balance of \$12,364.23. The remaining funds will be used to complete the final phases of the project, including continued program implementation, data collection, and services for learning English.

To ensure successful completion, we are requesting an extension through [proposed new end date]. Our revised timeline is as follows:

- **Spring–Summer 2026:** Continued implementation of program activities and targeted support. Summer 2026 will be to recruit additional residents for English services.
- **Fall 2026:** Classes will be offered with a partnership with Metro Community College
- **Winter 2026–2027:**

This extension will allow us to continue to support residents of the city of Bellevue by offering them free English classes at a location within the city. We will have an interpreter for recruitment and communication as well as offering child care for residents to participate.

Thank you for your consideration of this request and for your continued support. Please let me know if any additional information is needed.

Sincerely,

Sue Fjelstad
Coordinator of EL and Public Health

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

**16c.
5/6/2025**

| | | | |
|---|--|---|--|
| COUNCIL MEETING DATE: 5/6/2025 | | SUBMITTED BY: Finance/CDBG | |
| AGENDA ITEM: | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION <input type="checkbox"/> | |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/> | |
| RESOLUTION <input type="checkbox"/> | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/> | |

SUBJECT:

Approve the 2024 CDBG Subrecipient Agreement with Bellevue Public School for the Family Literacy Bellevue in an amount not to exceed \$20,000.00.

SYNOPSIS/BACKGROUND:

As part of the 2024 Action Plan approved by the City Council on August 6, 2024, Bellevue Public School (BPS) was approved for funding in an amount not to exceed \$20,000.00 for the Family Literacy Program which will benefit LMI adults with acquiring English proficiency to support their children's educational needs and increase opportunities for employment. BPS has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: 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 CDBG subrecipient agreement with Bellevue Public School.

ATTACHMENTS:

- | | | |
|--|-------------------------|-------------------------|
| 1. <input type="text" value="2024 CDBG Subrecipient 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: _____

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE PUBLIC SCHOOL
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-24-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 6th day of May 2025 by and between the subrecipient BELLEVUE PUBLIC SCHOOL hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.


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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-24-MC-31-0003 HUD contract in the amount of \$20,000.00 for the Family Literacy Program; and

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

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2024-2028 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$20,000.00 from the B-24-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing low- and moderate-income adults with acquiring English proficiency to support the education need of children in the household and increase employment opportunities which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:

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- a. Program Delivery. Funding will be provided for the family literacy program including, but not limited to, the literacy and office supplies and personnel costs for daycare specialist and interpreter/Spanish liaison as outlined in the 2024 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Develop and provide program guidelines, eligibility requirements, application forms, and review procedures for the program to the GRANTEE.
 - ii. Provided documentation of personnel costs including, but not limited to position descriptions, staff hour tracking and value calculation, and in-kind expenses.
 - iii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - iv. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.

- b. Income Benefit Goals. It is anticipated that the program will provide participation assistance for 50 low- and moderate-income limited clientele residing within Bellevue city limits.
- c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.
 - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

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

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

- 1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$20,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI) registered and active in the System for Award Management (SAM.gov) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered UEI number with SAM.gov prior to any grant funding being disbursed.

4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:
 - a. 1st Quarter: October – December,
 - b. 2nd Quarter: January – March,
 - c. 3rd Quarter: April – June, and
 - d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited

unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

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

9. Contracting.

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

10. Request for Payment.

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

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

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

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

13. Close-outs.

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

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

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

C. GENERAL COMPLIANCE.

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

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

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

D. OTHER PROGRAM REQUIREMENTS.

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

- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.
2. Affirmative Action.
 - a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
 - b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
 - c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
 - d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
 - f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.
 3. Employment Restrictions.
 - a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

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

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

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

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

c. "Section 3" Clause.

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

- viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

4. Conduct.

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

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

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4)A-102,

Grants and Cooperative Agreements with State and Local Governments,(5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

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

F. INSURANCE REQUIREMENTS.

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

G. AGREEMENT MODIFICATIONS.

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

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures us that any real property acquired or improved with CDBG funds

in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

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

J. NOTICES.

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

- a. **To GRANTEE: City Administrator**
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

- b. **To SUBRECIPIENT: Coordinator of EL and Public Health**
Bellevue Public School
2600 Arboretum Drive
Bellevue, NE 68005

- c. **Copy to: Finance Director**
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike
Rusty Hike, Mayor
City of Bellevue, Nebraska

Jeff Rippe
Dr. Jeff Rippe, Superintendent
Bellevue Public School

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

Sue Fjelstad
Sue Fjelstad, Coordinator of EL
Bellevue Public School

ATTEST:
Susan Kluthe
Susan Kluthe, City Clerk
City of Bellevue, NE



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

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

WITNESS my hand and official seal.

Signature: Shirley R. Harbin



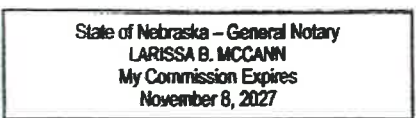
My Commission Expires: August 23, 2027

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

The above and foregoing instrument was acknowledged before me this 4 day of April, 2025 by Jeff Rippe, Superintendent, Bellevue Public School, on behalf of the organization.

My Commission Expires:
November 8, 2027

Larissa B. McCann
NOTARY PUBLIC



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
4/21/2026

| | | | |
|---|--|---|--|
| COUNCIL MEETING DATE: 04/21/2026 | | SUBMITTED BY: PUBLIC WORKS/STREET DEPT | |
| AGENDA ITEM: | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION <input type="checkbox"/> | |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/> | |
| RESOLUTION <input type="checkbox"/> | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/> | |

SUBJECT:

PURCHASE TWO FORD F250 TRUCKS FOR THE STREET DEPARTMENT

SYNOPSIS/BACKGROUND:

ANDERSON FORD, VIA PRICING ON STATE CONTRACT #16214 OC.
REPLACING TWO TRUCKS, STREET 36 (2006 CHEVY SILVERADO) AND STREET 238 (2016 FORD F250).

FISCAL IMPACT: \$129,382.27 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: ANDERSON FORD INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: PURCHASE (2) TRUCKS -NE CONTRACT #16214 OC

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: EQUIPMENT CIP PROJECT NUMBER: CIP ST26(10)

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

ACCOUNTING DISTRIBUTION CODE: 7100 ACCOUNT NUMBER: 10-15-7100

RECOMMENDATION:

APPROVAL TO PURCHASE (2) FORD F250 TRUCKS FROM ANDERSON FORD TO REPLACE (2) TRUCKS IN THE AMOUNT OF \$129,382.27 FOR THE STREET DEPARTMENT.

ATTACHMENTS:

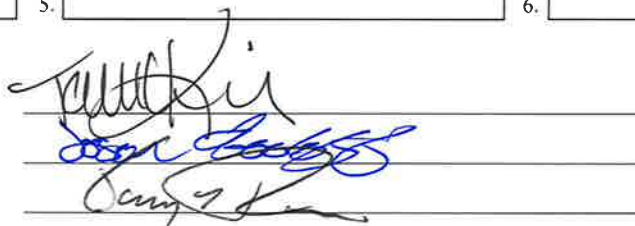
- Street Dept Boss plow quote
- Bellevue 2026 Service body quote
- Bellevue 2026 truck quotes
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





We Influence The World!

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

MEMORANDUM

To: Bobby Riggs
From: Todd Jarosz
Subject: ST238
Date: 4-2-2026

ST238 is a Standard 2016 Ford F250 4x4 with a snowplow. ST238 had 73,000 miles on it. It is used daily for concrete repairs and snow removal. ST238 has had some catalyst problems and is facing some costly emission repairs in the near future. ST238 is also on the lower end for the high-pressure fuel injection system which is a known 2016 6.7 Diesel problem. The repair for this includes removing the cab and disassembling the engine to replace the pump. It is my recommendation, with looking at the repairs and the fact ST238 does meet all the replacement criteria to replace ST238 with like vehicle when funds allow. ST238 will need to be sold due to no trade in value.

Thank you,

Todd Jarosz
Fleet Superintendent
City of Bellevue



We Influence The World!

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

MEMORANDUM

To: Bobby Riggs
From: Todd Jarosz
Subject: ST36
Date: 7-3-2025

During an inspection ST36, a 2006 Chevy 1500 pickup with 114,000 miles on it was noted to have some extreme rust. ST36 is used on a daily basis repairing street signs and painting lines and parking. ST36 is going to require some costly repairs soon. ST36 meets the replacement criteria, and it is my recommendation to move forward to replace with a vehicle suitable for the job when funds allow. The old ST36 will need to be sold because of no trade in value.

Thank you,

Todd Jarosz
Fleet Superintendent
City of Bellevue



MEMORANDUM

To: Dave Goedeken Public Works Director
From: Bobby Riggs Street Superintendent
Subject: April 21, 2026, City Council Agenda – Pick-Up Truck Replacements
Date: April 2, 2026

Anderson Ford and Ty's Outdoor Power& Service provided quotes to purchase replacement trucks for Street 36 and Street 238. The pricing for the trucks is via current NE Contract #16214 OC. The old units will need to be sold by the City as surplus as there were no available trade-in offers received by Fleet when the new units were spec'd and priced. I would like to seek council approval to purchase this equipment. The purchase is in line with replacement criteria set forth by the Fleet Maintenance Department and is within the allocated budgetary line item for this fiscal year, account 7100.15.



Badger Body & Truck Equipment Co.

SALES QUOTATION / ORDER

6336 GROVER STREET, OMAHA, NEBRASKA 68106 - (402) 558-5300 - NEBR. TOLL FREE (800) 642-9325

To:
Anderson Ford
2500 Wildcat Drive
Lincoln, NE 68521

Ship To:
City of Bellevue, Todd Jarosz

Date:
3/12/2026
Quote valid 30 days from date shown

| | | |
|---------------------------------------|---------------------------------|----------------|
| Phone Number | Customer Contact | Sales Rep Name |
| (402) 323-4013 / (402) 323-4089 (Fax) | Bobby Colclasure | David Jacobs |
| PO Number | Shipping Method | Payment Terms |
| | Customer Pick Up / Installation | Net 15 |

| | |
|---------------|-------------------------|
| Delivery Date | 2-3 weeks ARO |
| Truck Info | 2026 Ford F-250, 56" CA |
| Deposit | |

| Item | Description | Quantity | Unit Price | Extension |
|--------------|---|----------|------------|-------------|
| KNA 696-2 | Knapheide Standard Service Body with standard shelving | 1 | | \$13,423.00 |
| | Automotive Style Rotary Latches | | | |
| | Lights, Surface Mount, factory Installed | 1 | | |
| | | 1 | | |
| KNA 34861695 | Bumper, 78" Wide Galva-Grip Hitch Recess, Knaplined | 1 | | |
| KNA 77001055 | Shelf, extra street side, horizontal | 1 | | |
| KNA 77001014 | Shelf, extra front vertical, curb side | 1 | | |
| KNA 77001006 | Shelf, extra front vertical, street side | 1 | | |
| KNA 35316948 | Ford 40"/56" CA Pickup 6-Circuit Wire Harness Adapter | 1 | | |
| KNA 34360468 | Universal Fuel Fill Cup | 1 | | |
| KNA 77001204 | Dividers | 20 | | |
| KNA 20095520 | Mount Kit, Steel Service Body 2017+ Ford 56" CA | 1 | | |
| BUY BA0972 | Backup Alarm | 1 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | Painted Blended White, Exterior and Interior | | | |
| | *Install Factory Backup Camera if Present | | | |
| | Standard shelving includes two shelves each side, front compartments | | | |
| | One horizontal shelf curb side, one shelf each side rear compartments | | | |

Received By: _____ Date: _____

I hereby authorize the above work to be done. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. I agree to payments terms and dollar amounts stated in contract. I HAVE READ AND UNDERSTAND THE ABOVE TERMS.

Authorized By: _____ Date: _____

TOTAL ORDER AMOUNT \$13,423.00



March 13th, 2026

City of Bellevue
Todd Jarosz

Nebraska State Contract # 16214 OC

Truck 1:

- 1. F11B: 2026 F250 Regular Cab 4x4, 6.7L diesel, 8'box: \$55,498
- 2. Snowplow Prep package: \$350
- 3. Engine Block Heater: \$250
- 4. A/T Tires: \$165
- 5. Upfitter Switches: \$250
- 6. Elocking Axle: \$430

Total Price: \$56,943

Truck 2:

- 1. F11B: 2026 F250 Regular Cab 4x4, gas, 8' box: \$46,206
- 2. Snowplow Prep: \$350
- 3. Engine Block Heater: \$250
- 4. A/T Tires: \$165
- 5. Upfitter Switches: \$250
- 6. Elocking Axle: \$430
- 7. Service Body: \$13,423

Total Price: \$61,074

Bobby Colclasure
Government Sales Director
402-617-4521
Bobby.colclasure@andersonautogroup.com

Anderson Ford Lincoln of Lincoln
2500 Wildcat Dr.
Lincoln, NE 68521
(402) 458-9800

Anderson Mazda of Lincoln
6500 Telluride Dr.
Lincoln, NE 68521
(402) 817-5203

Anderson Ford of St. Joseph
2207 N Belt Hwy.
St. Joseph, MO 64506
(816) 383-8000

Anderson Kia
806 S Belt Hwy.
St. Joseph, MO 64507
(816) 279-0354

Anderson Outdoor
3605 S Belt Hwy.
St. Joseph, MO 64503
(816) 671-9433

Anderson Ford South of Lincoln
3201 Yankee Hill Rd.
Lincoln, NE 68516
(402) 464-0661

Anderson Ford of Grand Island
120 Diers Ave.
Grand Island, NE 68803
(308) 384-1700

Kia of Grand Island
3515 W Old Potash Hwy.
Grand Island, NE 68803
(308) 384-1700

Anderson CDJR of Grand Island
1803 S Locust St.
Grand Island, NE 68801
(308) 384-8300

Horizon Cycling
2207 N Belt Hwy.
St. Joseph, MO 64506
(816) 364-2453



**Anderson Ford Lincoln
of Lincoln**
2500 Wildcat Dr.
Lincoln, NE 68521
(402) 458-9800

**Anderson Mazda
of Lincoln**
6500 Telluride Dr.
Lincoln, NE 68521
(402) 817-5203

**Anderson Ford
of St. Joseph**
2207 N Belt Hwy.
St. Joseph, MO 64506
(816) 383-8000

Anderson Kia
806 S Belt Hwy.
St. Joseph, MO 64507
(816) 279-0354

Anderson Outdoor
3605 S Belt Hwy.
St. Joseph, MO 64503
(816) 671-9433

**Anderson Ford South
of Lincoln**
3201 Yankee Hill Rd.
Lincoln, NE 68516
(402) 464-0661

**Anderson Ford
of Grand Island**
120 Diers Ave.
Grand Island, NE 68803
(308) 384-1700

Kia of Grand Island
3515 W Old Potash Hwy.
Grand Island, NE 68803
(308) 384-1700

**Anderson CDJR
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1803 S Locust St.
Grand Island, NE 68801
(308) 384-8300

Horizon Cycling
2207 N Belt Hwy.
St. Joseph, MO 64506
(816) 364-2453

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
4/21/2026

| | | | |
|---|--|---|--|
| COUNCIL MEETING DATE: April 21, 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 260105 PW(02) Bellevue Public Works Facility Campus - Phase I Planning and Design Services Agreement

SYNOPSIS/BACKGROUND:

JEO will provide Scope of Services for Phase I - Discovery, project programming, operational analysis, site topography survey w/master planning and design services. This will be located at Gilmore Road West of South 25th Street. Key project drivers include improved operational efficiency, safety, flexibility for future expansion and longstanding operational challenges for the departments in Public Works.

FISCAL IMPACT: \$165,000.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: JEO Consulting Group Inc. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 260105 Bellevue Public Works Facility Campus-Phase I Planning and Design Services

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

CIP PROJECT NAME: Public Works Facility Design CIP PROJECT NUMBER: CIPPW26(02)

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

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

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and JEO Consulting Group, Inc. for the planning of Phase I Public Works Facility Campus not to exceed the amount of \$165,000.00.

ATTACHMENTS:

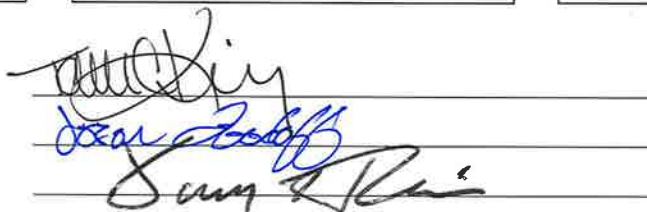
| | | |
|--------------|--------------|--------------|
| 1. Agreement | 2. Exhibit A | 3. Exhibit B |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as _____ (“Effective Date”) between City of Bellevue, NE (“Client”) and JEO Consulting Group, Inc. (“JEO”).

Client’s project, of which JEO’s services under this Agreement are a part, is generally identified as follows:

Bellevue Public Works Facility Campus – Phase I Planning and Design Services (“Project”).

JEO Project Number: 260607.00

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

- A. JEO shall provide, or cause to be provided, the services set forth in Exhibit A.

ARTICLE 2 - CLIENT’S RESPONSIBILITIES

2.01 Client Responsibilities

- A. Client responsibilities are outlined in Exhibit A and Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$165,000.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Client and JEO and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Client: City of Bellevue, NE

JEO Consulting Group, Inc.



By: _____

By: Corey E. Brodersen

Title: _____

Title: JEO Department Leader

Date Signed: _____

Date Signed: 04-07-2026

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

11213 Davenport Street, Suite 200

Omaha, NE 68154



**SCOPE OF SERVICES
BELLEVUE PUBLIC WORKS FACILITY CAMPUS
PHASE I – DISCOVERY, PROJECT PROGRAMMING, OPERATIONAL ANALYSIS,
SITE TOPOGRAPHY SURVEY w/ MASTER PLANNING AND CONCEPT DESIGN SERVICES**

PROJECT UNDERSTANDING:

The Bellevue Public Works Facility Campus project represents a significant investment in the City's ability to support essential municipal operations and long-term community needs. The proposed project is intended to consolidate and modernize facilities serving multiple Public Works divisions, which may include wastewater, streets, fleet, parks, maintenance, and engineering, while addressing existing space limitations and operational inefficiencies associated with the City's current South Shop, Southwest Shop, and Northwest Shop facilities.

Planned for recently acquired property located off Gilmore Road west of South 25th Street, the proposed facility is intended to do more than simply replace aging infrastructure. The new Public Works Campus is envisioned as a durable, efficient, and adaptable operational environment that supports daily municipal service functions while positioning the City for future growth. Key project drivers include improved operational efficiency, employee and public safety, maintainability, sustainability, flexibility for future expansion, and mitigation of longstanding operational challenges, including flooding previously experienced at the City's South Shop.

The project also presents a number of important site and infrastructure considerations, including heavy vehicle circulation, equipment and material storage, maintenance operations, environmental constraints, and regulatory compliance. Of particular importance is the need to evaluate floodplain-related impacts and potential permitting requirements, including a Floodplain Development Permit, as a portion of the property located south of Gilmore Road lies within an existing AE floodplain zone. In addition, the project will require comprehensive site planning to address vehicular access, circulation, stormwater management, utility extensions, and potential roadway improvements necessary to serve the future campus.

PROJECT APPROACH:

JEO proposes to approach this project through a multi-phase planning and design process intended to establish a strong foundation for future implementation. The initial phase of work, identified herein as Phase I, will focus on Discovery, Project Programming, Operational Analysis, Topographic Survey, Master Planning, and Concept Design for both the proposed building facilities and the overall site.

Upon completion of Phase I, and subject to the City of Bellevue's authorization to proceed, JEO anticipates amending this Agreement to include additional professional services for Phase II, which is expected to consist of Schematic Design, Design Development, and Construction Documents. Following completion of Phase II, a subsequent Phase III may be authorized to include Bidding/Negotiation Services for contractor procurement, as well as Construction Administration Services to oversee and administer the project's construction.

This initial project phase is intended to establish a planning framework for the proposed Public Works Campus and to provide the City with a well-developed conceptual basis for future Schematic Design, Design Development, and Construction Document services. The following further summarizes the Scope of Services for Project Phase I.

SCOPE OF SERVICES – PROJECT PHASE I:

1. Programming and Operational Analysis:

JEO will initiate the project with a structured stakeholder engagement process to establish a clear understanding of operational needs, project goals, constraints, and long-term vision for the new Public Works Campus. This effort will include close coordination with representatives from each public works division, City leadership, facilities and maintenance personnel, and other key stakeholders.

Through workshops, interviews, and working sessions, JEO will facilitate collaborative discussions to identify and document operational adjacencies, space requirements, workflow efficiencies, security needs, vehicle and equipment circulation, and opportunities for shared-use functions. This early engagement process is intended to build consensus, align priorities, and establish a well-defined basis for future planning and design decisions.

As part of this effort, JEO will visit and document the City's existing shop facilities to gain a thorough understanding of current operations, identify deficiencies, and highlight opportunities for improvement. Additionally, JEO along with City staff will tour comparable municipal Public Works facilities in the region to evaluate effective design strategies. Insights from these site visits and the broader analysis of similar facilities will help inform the planning process and guide decision-making throughout Phase I.

The Programming and Operational Analysis effort will translate operational and functional requirements into a clear, data-informed space program. This evaluation will include administrative areas, maintenance bays, fleet operations, material and equipment storage, yard functions, and associated support spaces. Consideration will also be given to projected growth, service demands, and applicable regulatory requirements.

At the conclusion of this task, JEO will prepare a Program Statement documenting the following:

- a. Project overview
- b. Project vision, goals, and objectives
- c. User groups
- d. Functional requirements
- e. Space requirements
- f. Adjacency relationships
- g. Growth projections and future expansion expectations

2. Master Planning, Site Optimization and Concept Design:

Upon completion of the Programming and Operational Analysis effort, JEO will proceed with development of a comprehensive master planning and concept design study for the proposed Bellevue Public Works Facility Campus. This phase of services is intended to translate the approved operational program into a coordinated, functional, and visually clear site and building concept that establishes the foundation for future design and implementation.

As part of this task, JEO will assess the site from both an architectural planning and site/civil design standpoint to ensure the proposed campus is developed as a fully integrated operational environment rather than as isolated building and site components. The planning

process will consider how individual departments and functions relate to one another, how vehicles and staff move through the campus, and how the site may be developed in a manner that supports current operations while allowing flexibility for future changes in staffing, equipment, service demand, and facility needs.

JEO will prepare and evaluate multiple site planning and building organization concepts to test how the proposed campus may best function in relation to operational workflows, vehicle and equipment movement, public and staff access, site constraints, utility infrastructure, and future expansion opportunities. This effort will focus on developing a practical, efficient, and scalable long-term vision for the overall campus while balancing operational needs, constructability, cost considerations, and long-term maintainability.

The master planning effort will include the evaluation and preliminary arrangement of key site and campus components, which may include, but are not necessarily limited to, the following:

- a. Primary and secondary site access points
- b. Internal circulation for employee vehicles, public vehicles, service traffic, heavy equipment, and maintenance operations
- c. Separation of public, staff, and operational traffic zones for safety and functionality
- d. Building placement and orientation
- e. Exterior equipment and material storage areas
- f. Fleet and maintenance yards
- g. Wash bay and fueling support areas, if applicable
- h. Vehicle parking for staff and visitors
- i. Outdoor operational work zones
- j. Utility service corridors and infrastructure needs
- k. Stormwater management considerations
- l. Security and controlled access zones
- m. Site grading implications and floodplain considerations
- n. Opportunities for future building, site, and operational expansion

As part of this process, JEO may facilitate review meetings with City staff and project stakeholders to present planning alternatives, gather feedback, and refine the preferred direction. The intent of this phase is to test options early, confirm operational fit, and arrive at a preferred concept that can be advanced into subsequent design phases.

Deliverables: At the conclusion of this task, JEO will provide a Master Planning and Concept Design Package summarizing the findings and recommendations of this phase. Deliverables are anticipated to include, at a concept level, the following:

- a. Preferred site master plan illustrating overall campus organization and development approach.
- b. Conceptual building floor plan(s) and space organization diagrams.
- c. Preliminary building footprint and massing concepts.
- d. Conceptual site circulation and yard layout diagrams.
- e. Identification of major site infrastructure and utility planning considerations.

- f. Preliminary identification of future expansion and/or phased implementation opportunities.
- g. Supporting concept exhibits and graphics as necessary to communicate the recommended planning approach.

3. Water Resources Discovery:

Floodplain Discovery - The proposed project site is located, in part, within the Big Papio Creek floodplain, including areas identified as 1% annual chance floodplain (Zone AE) and 0.2% annual chance floodplain. Development within these areas may present design, permitting, and regulatory implications that will need to be considered as the project advances.

As part of Phase I services, JEO will review the underlying Flood Insurance Study (FIS) and other available background information to evaluate potential floodplain-related implications for the site. JEO will provide a narrative summary outlining identified considerations and any potential permitting requirements that may apply as the project proceeds.

USACE Levee Safety Discovery -

The project site is located adjacent to the Big Papio LB – Big Elk Creek to Mud Creek federal flood control project, which includes a levee system providing flood protection to the surrounding area. Due to the site's proximity to this levee infrastructure, development may be subject to additional coordination, limitations, or permitting considerations.

As part of this initial discovery effort, JEO will review available background information related to the levee and provide a narrative summary of potential development implications and any anticipated coordination or permitting requirements that may need to be addressed in subsequent project phases.

Deliverables: JEO will summarize the findings of the Floodplain and USACE Levee Safety Discoveries into a technical memorandum that documents the findings, constraints of the site and impacts to development. The memorandum will be supported with tables, figures and illustrations to document the findings.

4. Gilmore Road Improvements:

Existing Gilmore Road, adjacent to the proposed Public Works Campus site, is currently a gravel roadway and will likely require improvements to adequately support the future operational demands of the City of Bellevue and associated Public Works traffic.

As part of Phase I services, JEO will develop three (3) conceptual roadway improvement alternatives for Gilmore Road between South 25th Street and South 36th Street. Alternatives to be evaluated include the following:

- a. 3-lane concrete paved road from 25th Street to the proposed site for Bellevue Public Works.
- b. 3-lane concrete paved road from 25th Street to 36th Street following Gilmore Road, Old 36th Street, and Cedar Island Road.
- c. 3-lane concrete paved road from 25th Street over Big Papillion Creek and connecting to 36th Street at the existing Raynor Parkway intersection.

Concept planning for each alternative will assume the inclusion of northbound and southbound left-turn and right-turn lanes at South 25th Street and South 36th Street, as appropriate. A formal traffic study is not included in this Phase I scope and is anticipated to be completed during a subsequent project phase to confirm turn-lane warrants and related traffic control needs.

For each roadway alternative, JEO will prepare preliminary typical sections and horizontal geometrics, along with a concept-level review of drainage implications, utility conflicts, and potential right-of-way needs. Review of vertical profiles will be limited to consideration of a potential bridge crossing over Big Papillion Creek utilizing available survey information along with LiDAR-based elevation data.

Deliverables: JEO will prepare conceptual design exhibits and supporting technical documentation for City review, along with a concept-level opinion of probable construction cost for each alternative.

5. Water/Wastewater Planning:

As part of Phase I, JEO will evaluate preliminary utility service considerations associated with extending sanitary sewer and water service to the proposed Public Works Campus site. Sanitary sewer service needs will be reviewed to assess conceptual extension requirements and potential downstream system implications. Water service to the site will require coordination with the Metropolitan Utilities District (MUD).

As part of this task, JEO will perform the following services:

- a. Collect and review available existing information from GIS data, historical drawings and plans, operational data, public documents, and other readily available sources.
- b. Coordinate a design locate request and collect available utility mapping for utilities within the project area for incorporation into conceptual planning exhibits.
- c. Obtain LiDAR data or other publicly available elevation information for the project area.
- d. Estimate wastewater generation volumes associated with undeveloped land within the contributing sewershed based on projected land uses and the City's development plans.
- e. Estimate remaining capacity of the receiving sewer by evaluating the upstream sewershed using published sewer use values. Flow monitoring is not included but can be provided as an additional service if needed.
- f. Identify projected wastewater flows at key impact points within the project area to help inform conceptual sanitary sewer extension sizing.
- g. Evaluate up to two (2) sanitary sewer extension alternatives, generally anticipated to follow the Gilmore Road corridor from west of South 25th Street to east of South 36th Street, or a lesser extent as determined appropriate.
- h. Assess general alignment considerations, depth constraints, permitting requirements, utility coordination, and constructability factors for each sanitary sewer alternative.
- i. Coordinate with MUD to preliminarily evaluate feasibility, schedule, and cost associated with extending water service to the project site.

Deliverables: For each alternative, JEO will develop conceptual utility layouts and perform a high-level review of anticipated system impacts and constraints. Conceptual exhibits will be prepared illustrating proposed alignments, connection points, and major infrastructure components. JEO will also prepare a summary technical memorandum documenting assumptions, demand calculations, system evaluations, alternatives considered, and recommendations.

A concept-level opinion of probable construction cost will be prepared for the sanitary sewer extension alternatives. Estimated costs for MUD water service improvements will also be shared, if such information is made available by MUD.

6. Topographic Survey:

JEO will provide topographic survey services to document existing site grades and topographic features associated with the proposed Public Works Campus site. Survey services will include the three (3) parcels comprising the proposed development area, as well as the adjacent Gilmore Road Right-Of-Way (ROW) between South 25th Street and South 36th Street.

This survey information will be used to support initial site evaluation, master planning, conceptual design, and the assessment of potential Gilmore Road improvements. Boundary survey services are not included within this initial Phase I scope of work. If boundary survey services are determined to be necessary for the project, such services may be included as part of a subsequent project phase or authorized as an additional service.

Deliverables: JEO will provide a topographic survey drawing of the three (3) parcels comprising of the proposed development area and adjacent areas along the Gilmore Road ROW.

TERMS AND CONDITIONS:

1. Compensation: For the Phase I services described herein, JEO proposes to provide the above-described professional services for a lump-sum fee of \$165,000.
2. Reimbursable Expenses: Typical reimbursable expenses are included in the lump-sum fee and include:
 - a. Travel, lodging and mileage expenses
 - b. Meals
 - c. Document reproduction and large-format printing
3. Additional Services: For Additional Services, whether requested in writing or verbally by the Owner, work shall be completed based on a negotiated lump sum fee for the add services. Typical additional services may include, but are not limited to, requested increases in project scope, expanded alternatives analysis, traffic studies, boundary survey, agency coordination beyond that identified herein, or other services not expressly included within this Agreement.
4. Contract Time: If the Basic Services covered by this Agreement have not been completed by September 30, 2026, through no fault of JEO, extension of JEO's services beyond that time shall be compensated as additional services.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. ("JEO") shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has

requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text,

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent

negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance with limits not less than shown during the performance of services under this agreement:

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

c. General Liability

i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

ii. General Aggregate: \$2,000,000

d. Auto Liability

i. Combined Single: \$1,000,000

e. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$1,000,000

f. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. For projects with construction services, the client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

19. WAIVER OF CONSEQUENTIAL DAMAGES: Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

20. DISPUTE RESOLUTION: In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either the Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.

CITY OF BELLEVUE, NEBRASKA
 AGENDA ITEM COVER SHEET

16e.
 4/21/2026

| | | | |
|---|--|---|--|
| COUNCIL MEETING DATE: April 21, 2026 | | SUBMITTED BY: Dave Goedeken, PE-PW Director | |
| AGENDA ITEM: | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION <input type="checkbox"/> | |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/> | |
| RESOLUTION <input type="checkbox"/> | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/> | |

SUBJECT:

260112 ST(08) MS4 Stormsewer System Mapping

SYNOPSIS/BACKGROUND:

SAM Managed Geospatial Services shall perform professional GPS and GIS mapping services to include working with the Sarpy County Geographic Information System (GIS) to evaluate and update the database for stormwater infrastructure inventory gaps within the City of Bellevue's jurisdiction. Services shall include field verification and mapping of stormwater system components to include: updating the GIS database; photolog; recording condition of structures; and map development.

FISCAL IMPACT: \$195,000 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 260112 ST(08) MS4 Stormsewer System Mapping

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 260112 ST(08) MS4 Stormsewer System Mapping

START DATE: 4/8/2026 END DATE: 12/23/2026 PAYMENT DATE: Monthly INSURANCE REQUIRED: Yes

CIP PROJECT NAME: Drainage Improvements CIP PROJECT NUMBER: ST26(07)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement with City of Bellevue and SAM Managed Geospatial Services for MS4 Stormsewer System Mapping in the amount not to exceed \$195,000.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Shirley Bratton
Jason
Dave Goedeken

SAM, LLC.
PROFESSIONAL SERVICES AGREEMENT

For

BELLEVUE, NEBRASKA

PROJECT NAME

Professional Services for Stormwater Outfall
and Discharge GIS Mapping

Prepared for:

John Krager III, PE
Public Works Department
City of Bellevue, NE
1510 Wall St.
Bellevue, NE 68005

By:

Ethan Herbek, Director of GIS Operations
SAM, LLC.
501 N Market Street
Maryville, MO 64468
(660)562-0050

Submittal Date:
March 31, 2026

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into by and between the City of Bellevue, NE (hereafter referred to as "CLIENT") and SAM, LLC, whose place of business is located at 501 North Market, Maryville, Missouri, (hereafter referred to as the "COMPANY").

PURPOSE AND INTENT

This agreement covers the data collection, creation and construction of a utility GIS program for The City of Bellevue including the development of utility features in accordance with the attached Scope of Services in ATTACHMENT A for a GIS Implementation Program.

WITNESSETH

WHEREAS, the COMPANY shall provide all qualified personnel and materials as required for the implementation of a utility GIS program for the CLIENT, and;

WHEREAS, the COMPANY has prior experience in this and/or other related mapping projects and therefore has a complete understanding of the needs and purpose of this utility GIS program and;

WHEREAS, the CLIENT desires to utilize the GIS services of the COMPANY;

NOW HEREWITH, the COMPANY agrees to execute this program and provide the services as outlined in the attached specifications known as ATTACHMENT A, herein made a part of this agreement.

SECTION ONE- GENERAL PROVISIONS

- 1.1 Whenever the term "CLIENT" is used, it shall mean The City of Bellevue, NE.
- 1.2 Whenever the term "COMPANY" is used, it shall mean SAM, LLC.
- 1.3 Whenever the term "GIS" is used, it shall mean Geographic Information System.
- 1.4 Whenever the term "ATTACHMENT A" is used, it shall mean the ATTACHMENT A – Scope of Services Document dated March 12, 2026 presented to Bellevue by SAM, LLC.
- 1.5 This contract between The City of Bellevue and SAM, LLC shall be deemed a Nebraska contract and shall be governed by the Laws of the State of Nebraska. It is specifically understood by the parties that this contract is not a contract with the State of Nebraska. The COMPANY shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any resulting agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, COMPANY, or corporation, without the previous written approval of the CLIENT.
- 1.6 At the conclusion of this contract or in the event this agreement terminates, all work products of any kind and description shall become the property of the CLIENT.

- 1.7 Whenever the term "AGREEMENT", is used, it shall mean this document and all attachments and addendum and shall constitute the full agreement and complete contract between the parties except as amended according to Section 10.
- 1.8 COMPANY agrees to save and hold harmless the CLIENT and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the COMPANY's business or operations resulting from any act or omission of the COMPANY's agents, servants or employees.
- 1.9 COMPANY shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations, in the performance of this contract. If the COMPANY is contacted by any federal, state, county, or CLIENT agency, or any private agency, regarding any aspect of this AGREEMENT, the COMPANY shall promptly contact the CLIENT and shall not respond to the agency without being expressly authorized by the CLIENT to do so.

SECTION TWO - ADDITIONAL PROVISIONS

- 2.1 The Asst. Town Manager shall designate the employees to be trained on the GIS program. Training provided by the COMPANY shall be sufficient to familiarize the CLIENT'S designated employees to operate and work within the GIS program.
- 2.2 The COMPANY shall, at the request of the CLIENT, prepare and present to the CLIENT, a progress report for each phase of the project.
- 2.3 During the term of this agreement and at all times COMPANY provides services to CLIENT, COMPANY shall have in effect commercial general liability insurance, automobile liability insurance and workers compensation and employers' liability insurance in those amounts set forth on the Certificate of Liability Insurance attached hereto.
- 2.4 COMPANY shall provide to the CLIENT, as Certificate Holder, a current certificate of insurance reflecting those coverage's set forth on the attached certificate that will remain in effect at all times COMPANY provides services to the CLIENT under this AGREEMENT.

SECTION THREE - SCOPE OF SERVICES

- 3.1 COMPANY agrees to perform the Scope of Services outlined in Attachment A of this AGREEMENT. Attachment A is hereby incorporated into this AGREEMENT.

SECTION FOUR - PROSECUTION OF WORK AND COMPLETION

- 4.1 The COMPANY shall commence the work to be performed under ATTACHMENT A of this AGREEMENT after acceptance and project schedule approval by the CLIENT and COMPANY.
- 4.2 The COMPANY shall carry on the GIS Implementation program without interruption and shall make available to the CLIENT all work that has been completed and approved by the CLIENT to be used by the CLIENT during and at the completion of this contract agreement.
- 4.3 Final delivery of all approved items for each phase as identified in ATTACHMENT A shall be made to the CLIENT by the COMPANY within six (6) months from the commencement date defined in the project schedule.

- 4.4 No extension time shall be granted to the COMPANY unless the request for an extension is made in writing fifteen (15) days prior to the expiration date of this contract. The request must be approved by the CLIENT and must be based on one or more of the following:
- 4.4.1 Acts of nature that directly affects the COMPANY's ability to perform.
 - 4.4.2 Acts of government agencies that may affect the COMPANY'S performance.
 - 4.4.3 Circumstances beyond the control of the COMPANY and not due to any negligence on the part of the COMPANY or its employees (fire, floods, emergencies, or delay brought about by others, etc.)

SECTION FIVE – FEES FOR SERVICE AND METHOD OF PAYMENT

- 5.1 For the performance of the AGREEMENT by the COMPANY, the CLIENT shall pay the COMPANY the rate as listed below for the scope of work and deliverables in ATTACHMENT A of this agreement on a maximum of 696 structure locations. This agreement has a not to exceed cost of \$195,000.00. Stormwater structures in excess of 696 will require a separate or supplemental agreement between the COMPANY and CLIENT. Fee Schedule will be itemized as follows:
- 5.1.1 Stormwater Outfall and Discharge GIS Mapping \$280 per location
- 5.2 CLIENT reserves the right to request additional work and changes where unforeseen conditions require changes and work beyond the scope of services in ATTACHMENT A. Additional work requested by CLIENT or recommended by the COMPANY, that is not part of ATTACHMENT A of the AGREEMENT shall require a supplemental agreement and must be approved by both the CLIENT and COMPANY prior to performing any additional work or changes, or incurring any additional costs therefore.
- 5.3 Any change in compensation shall be covered in the supplement agreement. COMPANY shall not be compensated for additional work beyond ATTACHMENT A when the CLIENT has not given prior written approval to the COMPANY.
- 5.4 All work performed under this AGREEMENT will be invoice by the COMPANY to the CLIENT on a monthly basis throughout the duration of the project. The CLIENT shall remit payment on invoices submitted by the COMPANY within 30 calendar days.
- 5.5 Invoices unpaid after 45 days may be subject to a monthly service charge of 1.5% on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the invoice date, COMPANY may institute collection action and CLIENT shall pay all costs of collection, including reasonable attorney's fees.

SECTION SIX - OWNERSHIP AND DISTRIBUTION OF MATERIAL

- 6.1 Ownership of all data and materials created for the performance of this agreement as identified in ATTACHMENT A involved herein shall belong to the CLIENT.
- 6.2 No copyright of any nature shall be granted to the COMPANY by the CLIENT relative to any material or product resulting from this agreement and GIS Implementation program.

- 6.3 One-Time or subsequent requests for electronic data files and/or web-based GIS access will not be provided or distributed to any third party without the CLIENT'S written consent. COMPANY reserves the right to charge any third party for time and materials associated with preparation and delivery of the CLIENT'S data.

SECTION SEVEN - CLIENT RESPONSIBILITIES

- 7.1 CLIENT will be responsible for public communication to citizens within the project's geographical boundaries. Prior to commencement of the project, CLIENT will provide to the COMPANY with a document signed by an authorized CLIENT agent briefly explaining the project and stating the appropriate contact method for the CLIENT.
- 7.2 CLIENT will be responsible for ensuring all desired employees are present for the project kick-off meeting when the COMPANY'S Project Manager comes on-site for the Kick-Off Meeting. It is the CLIENT'S responsibility to communicate to any employees not present at the Kick-Off meeting.
- 7.3 CLIENT will designate the employees who will receive training on the GIS program and will ensure they are present for the training provided by the COMPANY. Additional or Subsequent training requests are considered supplemental services.
- 7.4 CLIENT will be responsible for any and all costs associated with obtaining GIS data from 3rd parties for the purpose of integrating into the GIS program developed by the COMPANY.
- 7.5 CLIENT shall, at the request of the COMPANY, uncover and provide access to features documented in the report provided by the COMPANY within 90 days of notifications by the COMPANY. In the event the CLIENT does not uncover or make accessible those features within 90 days of notification by the COMPANY, the COMPANY reserves the right to treat additional field work as it pertains to the features listed in the report provided by the COMPANY, as supplemental services complying with the guidelines in Section 5 of this agreement. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays on the part of the CLIENT in excess of 90 days.
- 7.6 CLIENT will be responsible for completing and returning draft and check-plot maps to the COMPANY within 45 days of receipt. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays on the part of the CLIENT in returning draft and check-plot maps to the COMPANY.
- 7.7 CLIENT will be responsible for hardware and software updates and set-up to CLIENT-end personal computers, tablets, and smart phones as COMPANY's maintenance and development responsibilities to the CLIENT only apply to server-end (COMPANY-end) software and systems. CLIENT responsibilities include making necessary web browser updates and general device maintenance to maximize the performance of the CLIENT's web-based GIS program.
- 7.8 CLIENT will designate an internal staff member to will serve as the main project contact for the COMPANY, oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds and is completed under this AGREEMENT.

SECTION EIGHT – COMPANY PERSONNEL AND RESPONSIBILITIES

- 8.1 The COMPANY shall use competent employees in the performance of this contract. All employees must have sufficient skill and experience to properly perform the work assigned.
- 8.2 COMPANY Employees with the responsibility of carrying out highly technical portions of this contract shall have sufficient education, training or experience in such work to perform it properly and satisfactorily in the manner outlined in these specifications.
- 8.3 It is understood and agreed that all personnel, except as provided elsewhere in this agreement, shall be employees of the COMPANY. It is understood and agreed that the CLIENT may require the COMPANY to remove from the project any person the CLIENT considers being incompetent or negligent in the performance of his or her duties or who is guilty of misconduct, and such person shall not be re-employed on the project.
- 8.4 The COMPANY assigns Shane Hallowell, as the project manager for this project. The project manager will administer the scope of services as defined in ATTACHMENT A, schedule the installation of the GIS for the CLIENT, confirm that the utility GIS mapping system is operational, and provide training.

SECTION NINE - TERMINATION OF CONTRACT

- 9.1 If, for any reason, the COMPANY shall fail to fulfill its obligation in a timely and proper manner under this contract, or, if the COMPANY shall violate any of the covenants, agreements, or stipulations of this contract, or, if a petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the COMPANY, or an order is entered adjudicating the COMPANY bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the COMPANY, or an assignment for the benefit of creditors of the COMPANY is made, the CLIENT shall thereupon have the right to terminate this agreement on ten (10) days written notice by the CLIENT.

SECTION TEN - CONTRACT AMENDMENTS OR ADDITIONS

- 10.1 No amendments or additions shall be made to these technical specifications without a written and signed agreement by both the CLIENT and the principal or principals of the COMPANY under this AGREEMENT.
- 10.2 Ethan Herbek and Kirk Larson are the appointed individuals with the COMPANY that have the authority to make amendments or additions to the AGREEMENT.
- 10.3 The City of Bellevue Public Works Department will oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds under this AGREEMENT.

SAM, LLC AND BELLEVUE, NE PROFESSIONAL SERVICE AGREEMENT

This **AGREEMENT** is approved and accepted by the **CLIENT** and **COMPANY** upon both parties signing and dating the **AGREEMENT**. The effective date of the **AGREEMENT** shall be the last date entered below.

THE CITY OF BELLEVUE, NE

APPROVED BY: _____

Printed/Typed Name: _____

Title: _____ Date: _____

Attest: _____

Printed/Typed Name: _____

Title: _____ Date: _____

SAM, LLC

APPROVED BY:  _____

Printed/Typed Name: _____ Ethan Herbek

Title: _____ Director of GIS Operations Date: _____ March 31, 2026

Surveying



Managed Geospatial Services™



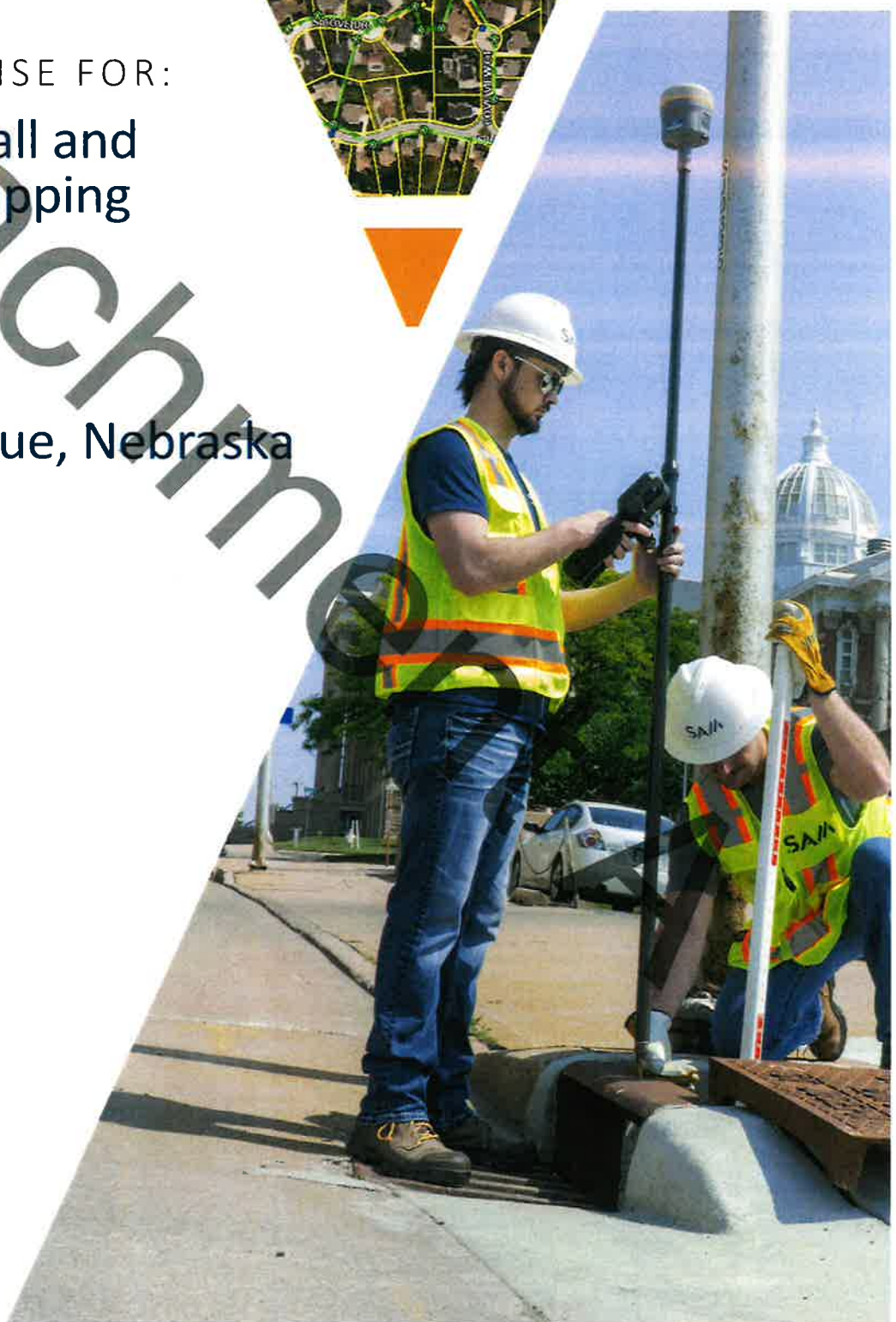
PROPOSAL RESPONSE FOR:
**Stormwater Outfall and
Discharge GIS Mapping**

SUBMITTED TO:
The City of Bellevue, Nebraska

March 12, 2026

SUBMITTED BY:
SAM
501 North Market Street
Maryville, MO 64468
660-562-0050 | info@sam.biz

Proposal Contact:
Eric Herbert
660-215-8944
eric.herbert@sam.biz





March 12, 2026

David Goedecken
Public Works Director
City of Bellevue, Nebraska
1510 Wall Street
Bellevue, NE 68005

Dear David,

SAM respectfully submits this proposal to the City of Bellevue, NE to provide professional GPS and GIS mapping services. SAM is ready to assist in your efforts to develop an accurate GIS program for the city's utilities and better prepare the city for future infrastructure projects and support daily operations and maintenance activities.

SAM proposes GPS field data collection and GIS mapping of the City of Bellevue's storm water infrastructure to assist with flood management, planning, compliance and maintenance. The following characteristics make SAM uniquely capable of overseeing this project for Bellevue:

- SAM offers complete utility asset management solutions, from accurate GPS collection and GIS mapping, to web-based solutions with editing capabilities for easy, efficient maintenance.
- SAM has provided GPS and GIS services to over 500 cities and utilities in the country. Our dedicated field staff has GPS located more than a million utility assets for seamless GIS integration to support in utility maintenance, daily workflow management and engineering models.
- SAM will dedicate an experienced project team of GPS Field Staff, GIS Technicians, GIS Specialists and Analysts, Programmers, Professional Land Surveyors and ArcGIS Server developers to ensure project efficiency and overall product quality.
- SAM has implemented hundreds of GIS programs across the country. Our unique combination of RTK Survey-grade GPS field services, program design and implementation are why more than 70% of our annual GIS revenue comes from repeat and referral customers.

Thank you for the chance to present our company for this opportunity. Our team of professionals has the experience and capabilities to make your GIS program a success.

Respectfully Submitted,

Eric Herbert | GIS Integrator
eric.herbert@sam.biz | 660-215-8944

SAM – Leader in Managed Geospatial Services™

Delivering comprehensive GIS services for over 30 years, SAM has established a technical infrastructure and experience team to design, implement and support municipal and utility GIS programs across the country. SAM ensures that every client, regardless of size and resources, can implement an enterprise GIS program to manage everything from land parcels and transportation infrastructure to utility assets and work orders for all stakeholders by leveraging Esri technology in conjunction with industry applications for cities. We strive to stay cutting edge and diverse in our expertise so we can scale our services to projects of every size and need.

Every job, regardless of size and duration includes a level of consulting and personal service. GIS systems are unique in design, function and purpose. We have provided needs assessment and strategic plans for our mid-size and larger clients in order to establish a road map, funding justification and method of accountability for clients to change and grow with.

SAM’s complete geospatial approach ensures we have the tools and skills to develop efficient and customized solutions for projects of any scale. This gives our clients the benefit of a single point of contact for a comprehensive set of GIS, surveying and mapping products. The size of our available workforce means we are able to use these tools effectively to accomplish even large-scale projects on accelerated schedules. With our focus on quality and timely delivery, we are proud to have a high rate of repeat business and positive client referrals.

The SAM GIS team understands that every solution we implement must improve the efficiency and accuracy of daily operations. This is why SAM is consistently hired based on qualifications and routinely recommended by our client base.

SAM Services



GIS/BIM

3D models for informed planning & decision making



Aerial Mapping

High resolution remote sensing datasets



Geomatics

Supported by the industry’s most advanced technology



Utility Inspection

Capture current state of existing assets



Transportation Inspection

Quality assurance & program management



Utility Engineering

Above ground & subsurface utility mapping

GIS Services

SAM specializes in geospatial services for water & sewer, electric utilities and transportation infrastructure. With specialized teams of full-time, trained GPS field technicians, utilizing precision-accurate GPS equipment and cutting-edge Esri software, our staff is dedicated to accurately locating assets and completing inspections and condition assessments for the sole purpose of GIS data integration. Our geospatial services include:

- GPS Field Mapping
- Utility/Infrastructure Data Collection
- Asset Management Programs
- Utility Inspections
- GIS Data Development
- Data Conversion
- Consulting
- SL-RAT Sewer Acoustic Inspection
- GIS Mapping
- Custom Programming
- Web-Based, Mobile GIS Programs
- Maintenance & Support
- Parcel Mapping
- Specialized Training
- 911 (NG911) GIS Services
- Vegetation Management

Firm Profile | Bellevue, Nebraska

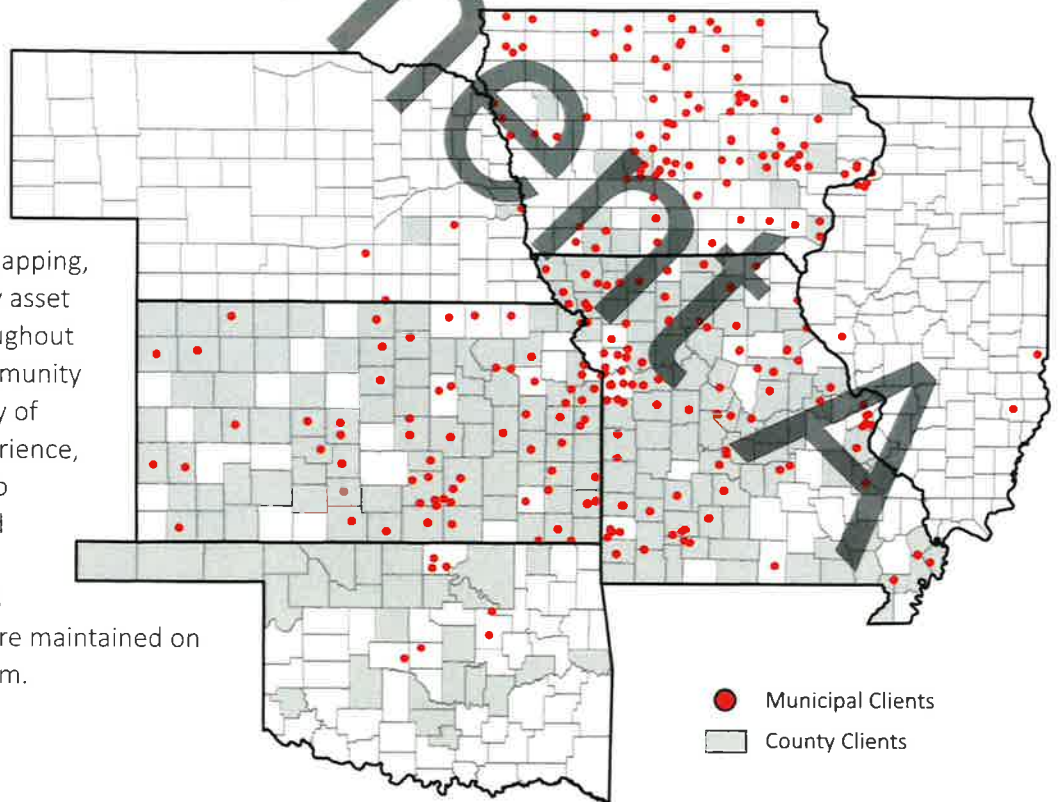
- **Austin, TX (Headquarters)**
- Ann Arbor, MI
- Atlanta, GA
- Atlanta-North, GA
- Austin North, TX
- Baltimore, MD
- Bedford, NH
- Birmingham, AL
- Bradenton, FL
- Brodheadsville, PA
- Calgary, Canada
- Charlotte, NC
- Chicago, IL
- Cincinnati, OH
- Columbia, SC
- Columbus, OH
- Columbus-Holtzman, OH
- Crestview, FL
- Dallas, TX
- Denver, CO
- Easton, MD
- Elkhart, IN
- Fishers, IN
- Fort Smith, AR
- Hackensack, NJ
- Hiram, GA
- Houston, TX
- Jacksonville, FL
- Kansas City, KS



- Keene, NH
- Kennebunk, ME
- Knoxville, TN
- Las Cruces, NM
- Lumberton, NC
- Maryville, MO
- Melville, NY
- Midland, TX
- Moorestown, NJ
- Nashville, TN
- New Carlisle, IN
- Newmarket, NH
- NoVA, VA
- Orlando, FL
- Phoenix, AZ
- Purcell, OK
- Raleigh, NC
- Richmond, VA
- Rochester, NY
- Round Rock, TX
- Salt Lake City, UT
- St. Louis, MO
- Tallahassee, FL
- Tampa, FL
- The Woodlands, TX
- Tyler, TX
- Warner Robins, GA
- Youngstown, OH

Regional GIS Experience

The inset map shows the 6-state region that the SAM GIS office regularly serves and is a testament to our experience in GIS and GPS mapping, data development and utility asset management solutions throughout the Country. Whether a community of 500, or a metropolitan city of 150,000+, SAM has the experience, equipment and manpower to serve you. SAM has designed and implemented over 225 successful utility GIS projects in this area, many of which are maintained on the SAM Integrity GIS platform.



Bellevue, Nebraska | Statement of Qualifications

For over 20 years, SAM has designed reliable GIS programs on a foundation of the highest accuracy possible and our philosophy of **“Everything GIS. Done Right.”**. This ensures every project is uniquely designed to accommodate individual client needs and future plans. SAM is consistently hired by clients based on qualifications, as demonstrated by our long-standing experience.

CAPACITY TO ACCOMPLISH WORK

SAM has teams of full-time, trained GPS field technicians, each led by a GPS field crew chief, dedicated to accurately locating utilities and completing inspections for the sole purpose of GIS data integration. GPS field crews at SAM travel throughout the country providing GPS utility collection services on a daily basis. With crews stationed across the country, mobilization can be done quickly to meet any project budget and schedule.

All GPS field and technical staff at SAM are highly trained in all areas of GPS field collection and utility inspections and utilize precision-accurate GPS equipment and cutting-edge Esri software. Additionally, field staff have completed OSHA and Federal Traffic Safety training.

In addition to our knowledgeable field staff, SAM also maintains the professional staff and capacity to provide technical support to more than 100 clients on an annual basis. We provide service and support to our clients long after the implementation of their GIS data and software solutions. Municipal and utility clients also rely on SAM to periodically maintain their utility GIS program with GPS field updates. We are confident in our ability to provide exceptional GIS data collection services on projects of all sizes and complexities, while providing timely and outstanding technical support to each and every client.



SAM is pleased to be a part of the **Esri Partner Network**, including the **ArcGIS System Ready Specialty** that recognizes SAM for staying current with Esri technology. Although we focus most of our GIS development, customization, and implementation efforts on Esri-based applications, we can easily handle data from, interface with, and deliver data to other GIS and CAD systems.



Statement of Qualifications | Bellevue, Nebraska

TECHNOLOGY

Since 2005, SAM has been an Esri Silver Business Partner. This partnership ensures that our staff is trained and experienced in the latest GIS software available. Esri is the worldwide leader in GIS software and we are proud to employ these technologies to develop every GIS program with the SAM name on it. Our professional staff specializes in a wide-range of GIS technologies, Esri software and integration with third-party applications.



GPS field crews at SAM are experts in data collectors and Global Positioning Systems (GPS), both Real-Time Kinematic (RTK) survey-grade and mapping-grade technologies. Our GPS data collection division boasts a fleet of state-of-the-art, reliable technologies to support the efforts of our crews.

Our programmers and technicians are skilled in numerous programming languages specific to spatial data and asset management functionality. SAM personnel routinely take advantage of the latest training opportunities for GIS software and GPS technology, all significant steps toward efficiency in GIS data collection and development. This commitment to providing the very best in GIS has earned SAM the trust of countless organizations and an extensive list of references and supporters around the nation. This diverse technology expertise additionally ensures our team can consult on compatibility and integration issues with third-party software platforms and external data sources.

WEB SERVICE INFRASTRUCTURE

Above and beyond the in-house technology for GIS development and GPS data collection, SAM has a significant back-end server infrastructure at our GIS office. This system is designed to support the maintenance of hundreds of web-based and mobile GIS mapping programs. The GIS team at SAM securely maintains hundreds of independent web-based GIS and asset management programs for clients across the country.

SAM maintains a secured, climate-controlled server room with a dedicated fiber connection. Websites consume ArcGIS Online services and are hosted in a **virtual VMware ESXi environment** run on a **cluster of Dell PowerEdge R640 web servers** and a **Dell SAN SC4020 storage array**. The server room is connected to a gas-powered generator to keep web servers up and running in case of a power outage. Our top priority is to **ensure 24/7/365 access to the GIS system**.

PROGRAMMING EXPERTISE

SQL
Visual Basic
.NET
HTML
Java
JavaScript C#
Python
Geocortex®

GPS TECHNOLOGY

Sokkia
GeoMax
Topcon
Leica
Trimble
Carlson
Mesa
Allegro

ESRI TECHNOLOGY

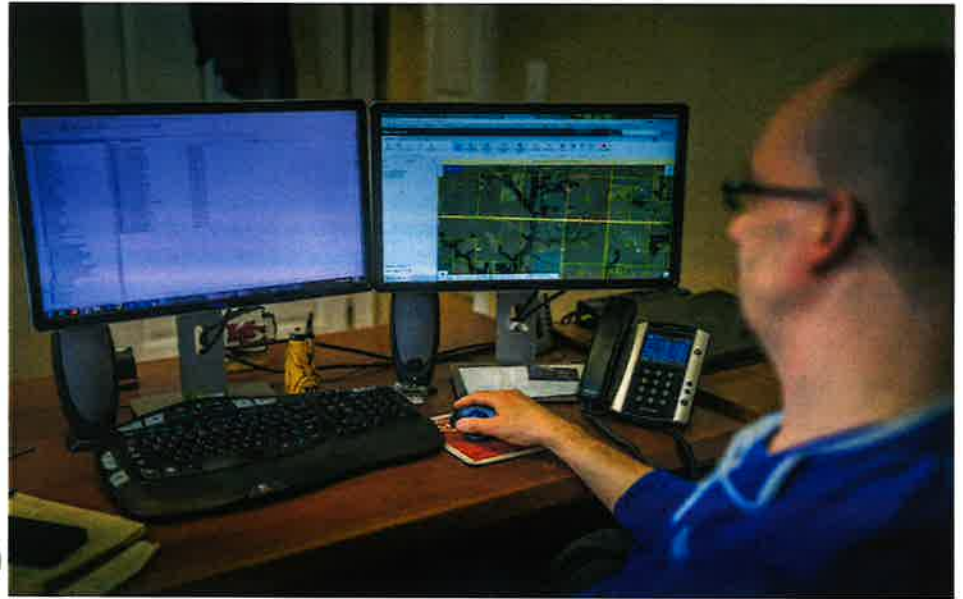
ArcGIS 10.x
ArcGIS Pro
ArcGIS Enterprise
ArcGIS Online
Survey 123
ArcGIS Data Reviewer
Field Maps
ArcGIS Hub
ArcGIS Exp. Builder

COST CONTROL & TIME MANAGEMENT

With over 800 successful data collection projects, the management team at SAM takes pride in our ability to consistently set costs and project schedules for our clients. Additionally, every project has been delivered to our clients by the negotiated deadlines. This is only possible with leadership that has decades of combined experience and a strong team of professionals who routinely develop and deploy state-of-the-art GIS programs.

With the extensive capacity of data our team consistently processes, efficiency is paramount. Our professionals constantly weigh the benefits of building automated programs to improve and streamline GIS development tasks, while avoiding those automated pitfalls that reduce or hinder our staff's ability to effectively recognize issues in the construction of good, clean spatial data.

Cost control issues are very important to our clients and SAM has a unique understanding of the skill set, technology and level of effort necessary to provide our clients with successful solutions. The use of the latest in GPS technology and software programs, research, development efforts, field standards and protocols enables SAM to deliver **everything GIS, done right** the first time.



What Clients Are Saying

In my time managing the account, SAM has been responsive to all of our request and been flexible in meeting our deadlines as they arrive. They have provided all the services requested of them and have been forthcoming in helping us maintain high standards. I have always rated Survey And Mapping's service highly and would recommend them to anyone looking to start, update, or maintain their GIS databases."

—Phillip J O'Loughlin, PE, Senior Construction Project Manager, University of Northern Iowa

We have been a customer of SAM since December of 2016 and are very pleased with the services we have received. Both the mapping and the service have been top notch."

—Jeffrey L. Winders, PE, Operations Manager, Sikeston BMU

Statement of Qualifications | Bellevue, Nebraska

QUALITY ASSURANCE / QUALITY CONTROL

Effective Quality Assurance and Quality Control (QA/QC) procedures are crucial to the success and overall integrity of every project. Through the combined efforts of our project team, an emphasis on QA/QC is always a priority and each task executed has a system of checks and balances established for all personnel to follow. Elements of QA/QC can range from data collection checklists and GPS tolerance controls to analyzing network connectivity within the software environment.

As part of the QA/QC process, SAM will conduct a redundancy check on five (5) percent of the features previously shot during the project. After GPS locating the features a second time, SAM will compile and process the results against all data sets and verify that the required accuracy tolerance is being met.

Check plots are a crucial and unique step required in all SAM projects. **Although every effort is made to investigate, locate and properly map each asset, the input and feedback of the utility personnel is imperative to the approval of final data.** Our project management team works with client staff to ensure we handle each piece of data properly and clients have the final say in how data is represented. Our efforts to ensure the highest quality products and services include:



- Custom QA/QC ArcGIS tools
- “Heads-up” QA/QC against base data or aerial photography
- Digital and hard-copy checks against field notes and as-built drawings
- Five (5)% redundancy check of all GPS collected data
- Printed check plots for review by the city
- Assurance that the end product shows complete connectivity

SAM's GIS Resume

32
years

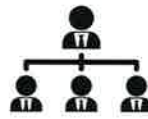
Geospatial firm
since 1994



Esri & GISP
certified staff



Esri partnership
since 2005



National firm of
1,700+ staff



800+ GIS
clients nationally



Leaders in GIS
implementation

Bellevue, Nebraska | Specialized Experience

SPECIALIZED EXPERIENCE

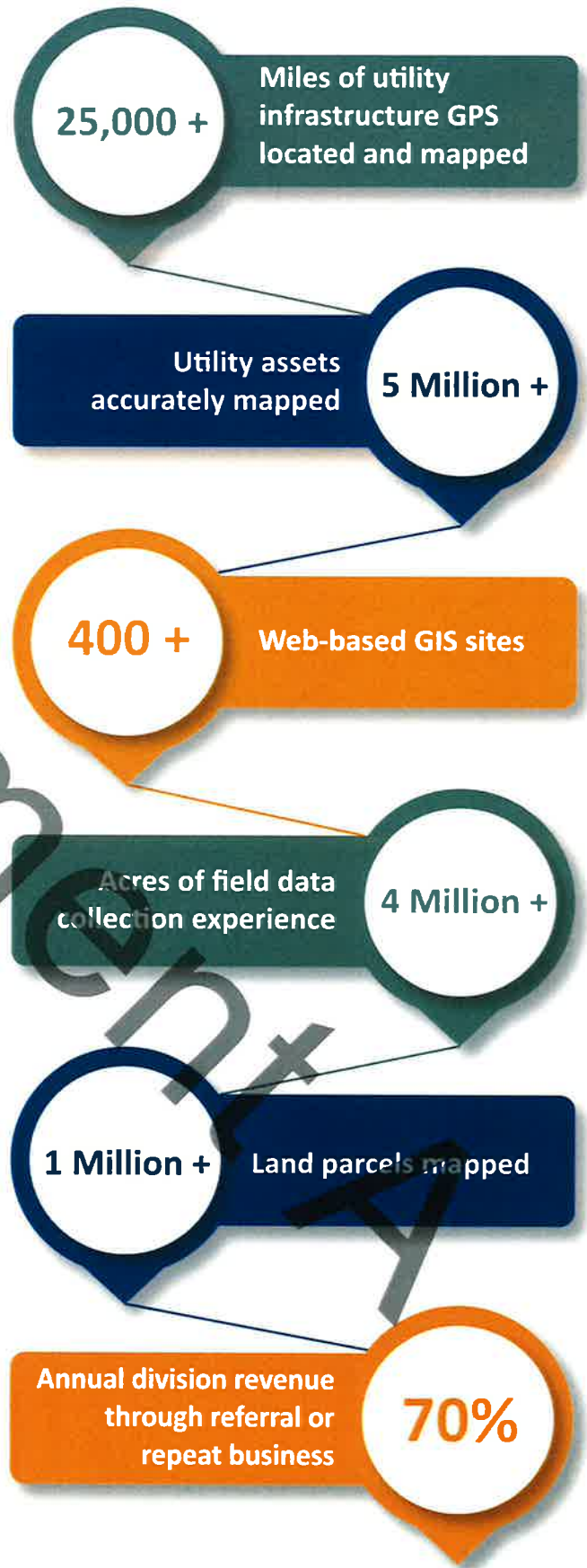
In the last five (5) years alone, the expert field crews of SAM have GPS mapped more than **822,000 assets**. This includes over **11,000 miles** of utility infrastructure across **2.4 million acres** of land. We have also built more than 200 web-based asset management and GIS programs.

As a full-service professional GIS firm, SAM provides a solid geospatial foundation for all of our clients to ensure the accuracy, integrity and longevity of their GIS programs. We provide exceptional GPS data collection on all projects, completing them on schedule with outstanding technical support. SAM is unsurpassed for project quality and meeting aggressive deadlines.

In addition to specializing in GPS data collection, SAM has worked with hundreds of counties to accurately map over **one (1) million parcels** for countywide GIS development. On GIS development projects, our trained staff integrates the best aerial photography available into the digital mapping program. For utility data collection projects, our skilled technicians integrate county parcel and ownership data, planning and zoning information, state layers and much more.

The successful outcome of any GIS project requires a “**field to finish**” approach that starts with accurately collecting field data and leads to a GIS program that provides long-term solutions. SAM has set best practices for the following project-related activities in which we specialize:

- GPS data collection
- GIS mapping
- Parcel development
- Aerial photography integration
- Safety and procedures
- Establishing work sectors and timelines
- Public notification
- Geodatabase design
- Website maintenance
- Quality assurance and quality control
- Project status reports
- Inspections and condition assessment



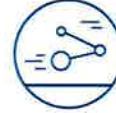
Project Experience | Bellevue, Nebraska

Iowa City, IA

Population 171,000 • 2020 - Present



UTILITY & INFRASTRUCTURE DATA COLLECTION



GIS DATA DEVELOPMENT & MAPPING



WEB-BASED, MOBILE GIS & ASSET MANAGEMENT



MAINTENANCE & SUPPORT

Iowa City, Iowa is an eastern Iowa city and the fifth largest city in the state. It's metropolitan area hovers over 171,000 and neighbors the Cedar Rapids metropolitan area. It was important to the city to have a well maintained GIS program for the utility infrastructure of a community facing continued growth and development.

SAM was selected in 2019 based on qualifications to provide consulting services to the City of Iowa City as part of a three phase asset management project for the city-owned utility networks. SAM began the first phase in 2019, providing consulting services for the study, selection and implementation of a city-wide asset management system that would be developed in the second phase.

Because of SAM's comprehensive GIS capabilities, Iowa City staff selected SAM to also complete phase two of the project. During this phase, SAM's expert GIS field crews are on-site providing GPS mapping, data collection, and top-side inspections on the city's wastewater system. SAM field crews utilized Real-Time Kinematic (RTK) survey-grade Trimble R12 units to map existing wastewater infrastructure. This data provided complete, sub-centimeter accurate utility GIS data for future use.

SAM completed the third phase in 2022, which was the implementation of the GIS data into an appropriate asset management program based off the needs assessment conducted in phase one. SAM will continue to provide consulting services to help implement an asset management program in conjunction with the city-wide GIS program. This program will improve the data available to the city when planning and budgeting by enhancing the tracking of maintenance and repairs across infrastructure departments.

In 2023, the city contracted with SAM to GPS locate the city's storm water utility infrastructure. The project was divided into two phases.

In addition, SAM collected all field assets for the city-owned fiber network. This was done using RTK survey-grade GPS technology, including horizontal accuracy within two centimeters.

Key Services for This Project:

- GIS Consulting Services
- On-site Data Audit For GIS / Workflow Solutions
- RTK Survey-grade GPS Data Collection
- Web-based Integrity™ GIS Implementation

Project Contact

Jonathon Durst – Water Superintendent
319-356-5169 • jonathan-durst@iowa-city.org

St. Joseph, MO

Population 76,442 • 2007-Present

SAM has been in a “GIS Master Agreement” with the city of St. Joseph since 2007, which is up for renewal every third year. The city has renewed consecutively since 2007 with SAM based on qualifications and service.



UTILITY & INFRASTRUCTURE DATA COLLECTION



GIS DATA DEVELOPMENT & MAPPING



WEB-BASED, MOBILE GIS & ASSET MANAGEMENT



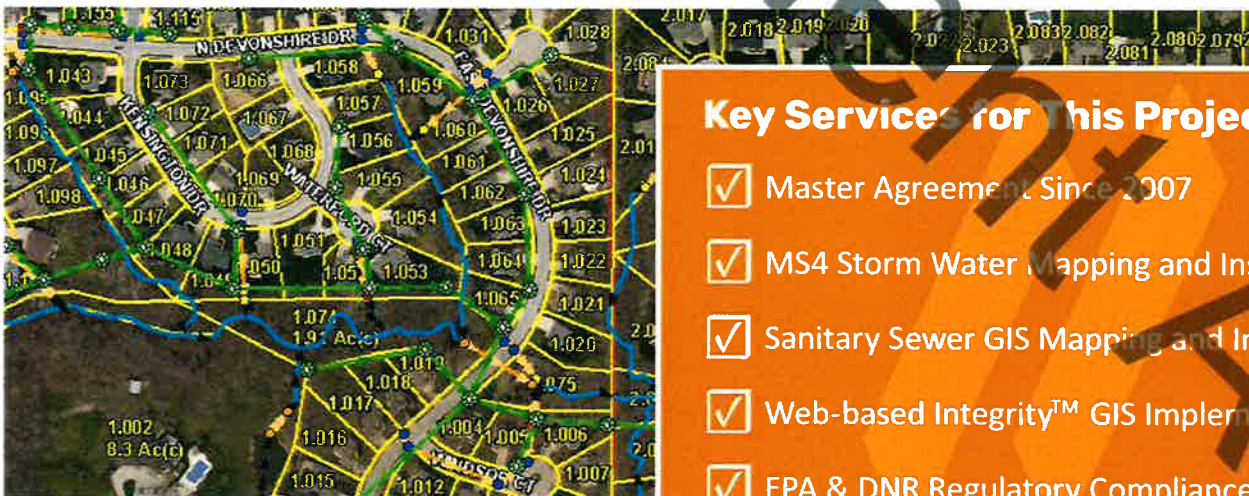
MAINTENANCE & SUPPORT

SAM manages overall daily GIS operations, maintenance and design structure of the city’s enterprise GIS database and their GIS website with mobile capabilities. SAM has assisted various city departments with training on GPS equipment and GIS software to perform daily tasks, and has also updated and maintained the citywide cadastral mapping and data layer development. All data is directly tied to a control network, which was created by SAM.

Over the years, SAM has provided GPS mapping, inspection and GIS development of 10,000+ sanitary sewer features and portions of the storm water network for use in engineering design projects for combined sewer separation. We have assisted the utility department in developing reports and processes to improve their compliance on a federal consent from the Environmental Protection Agency.

SAM coordinated with CUES GraniteNet and Cartegraph Asset Management vendors to provide customized feature class design and integration with Esri map services. This was done to streamline data input from multiple system sources to prevent any loss in the data creation and transfer process.

Currently, SAM is working on Storm Water asset inventory and developing an Inter-local GIS data agreement for the city and area agencies.



Key Services for This Project:

- Master Agreement Since 2007
- MS4 Storm Water Mapping and Inspections
- Sanitary Sewer GIS Mapping and Inspections
- Web-based Integrity™ GIS Implementation
- EPA & DNR Regulatory Compliance Support

Project Contact

Keven Schneider – Super of Streets/Infrastructure
816-271-4848 • kschneider@stjosephmo.gov

Seguin, TX

Population 36,013 • 2024-2025



UTILITY & INFRASTRUCTURE DATA COLLECTION



GIS DATA DEVELOPMENT & MAPPING

The City of Seguin, Texas sought a firm to provide stormwater inventory mapping services through an RFQ process, selecting SAM in 2024 based on qualifications. The City had undergone rapid growth in residential, multi-family, commercial, and industrial sectors. This growth led to more impervious surfaces and higher stormwater runoff. As a result, the City required stormwater detention facilities, increasing the drainage infrastructure that it will need to maintain.

SAM's specialized utility GIS field crews utilized RTK survey-grade GPS to map stormwater features in the city. Beyond the horizontal and vertical GPS locations, every structure lid was opened and SAM crews performed a top-side condition assessment and inspection in order to support the city's regulatory compliance efforts. Based on the geodatabase designed for this project, SAM crews inventoried each structure, and collected attributes including depth, invert elevations, flow direction, pipe size, type, material and grate measurement. This process enables SAM clients to receive a turnkey data set that is ready for asset management and engineering.

After thorough investigation by SAM field staff, a report containing all utility features to be located that were not found, or determined to be inaccessible, was submitted to the City of Seguin to locate utility features during the clean-up phase of the project.

Today, City staff now have an accurate location of the entire stormwater network, and a GIS program that provides a number of features for asset management capabilities to help with scheduled maintenance, budgeting and creating / fulfilling workorders.

Project Contact
Travis Acklin | GIS Manager
tacklin@seguintexas.gov | (830) 386-2243

Key Services for This Project:

- ✓ Stormwater GIS Development
- ✓ Inventory & Inspection of Utility Features
- ✓ RTK Survey-grade GPS Technology for Sub-centimeter Accuracy

Bellevue, Nebraska | Key Personnel

The “client-focused” approach and experience in project management has been the cornerstone of success for SAM in a market that does not expect, but rather demands, a high level of service. Therefore, the proposed team members for this project have a unique combination of utility infrastructure knowledge and experience in project management, data collection, QA/QC procedures and GIS mapping. All project requirements and specifications will be met by the key personnel identified in this section.

PROJECT MANAGEMENT

The completion of hundreds of utility GIS projects by SAM across the country proves the firm’s dedication to information exchange and open communication throughout the project to reach a successful outcome. At the foundation of this approach is our proactive management philosophy, which anticipates challenges, revolves around listening and is committed to partnering. On every project, SAM utilizes a team approach and encourages open communication channels with the client and their stakeholders to reach a successful outcome.

Senior Project Manager, Shane Hallowell, will oversee all aspects of this data collection and GIS mapping project. This includes the kick-off meeting, establishing cost controls and providing final deliverables and training. Internal metrics and procedures are in place for projects of all sizes and complexities to ensure that timelines and budgets are met.



REGIONAL PRESENCE

SAM is a national leader in geospatial and infrastructure solutions, employing over 1,700 professionals across 50+ offices throughout the United States. Among them, more than 40 employees are in our Maryville, MO office—including one remote team member located in Omaha, NE. This means that **the City of Bellevue has one of the highest-qualified survey and geospatial firms sitting in its backyard**, poised and ready to support work.

Key Personnel | Bellevue, Nebraska

Ethan Herbek, GISP • Dir. of GIS Operations

Ethan Herbek is experienced in GIS data development and GPS field data collection, serving in multiple management roles that include Municipal Project Supervisor, Field Supervisor, Utility GIS Specialist and Quality Control Manager. Ethan is capable of supervising and conducting all aspects of utility GIS projects, from conceptual design and GPS field data collection to GIS data integration and training. His experience spans across multiple project sectors, including local government, utilities, state and federal agencies, energy companies and private enterprises. This comprehensive understanding of GIS ensures SAM employs time-saving methods and technology to make processes more efficient. This not only provides cost savings to clients, but eliminates data errors and data loss throughout the lifecycle of the project.

Ethan is responsible for project oversight to align SAM's operational team to the contract specifications, including the administration of resource requirements, project timelines and milestones, and budgetary demands. On a regular basis, Ethan meets with project managers for project health checks against contract specifications. Additionally, every project completed by SAM will have a final review from Ethan as part of Quality Assurance measures to ensure that project deliverables meet the quality standards specified in the contract.



EXPERIENCE

- SAM: 21 years
- Professional: 21 years



EDUCATION

B.S. Geography with GIS minor,
NWMSU- Maryville, MO



CERTIFICATIONS

- GIS Professional (GISP) #71950
- National Association of Sewer Service Companies (NASSCO) - Completed Pipeline, Lateral and Manhole Assessment Certification Programs
- OSHA Certified in Occupational Safety and Health Training & Confined Spaces and Traffic Control for Field Engineering & Surveying

Shane Hallowell • Sr. Project Manager

Shane Hallowell has a combined 15 years of experience in GIS development and management for municipalities and utilities. His career has taken him through many positions in the industry including field technician, office technician, city GIS coordinator and project manager. These different positions have allowed him to develop an understanding and skill set catered towards managing all phases of GIS development. His experiences of collecting field data, developing datasets in the office, performing QA/QC processes and working with project teams allows him to lead GIS projects from inception through delivery.

Shane leverages his knowledge of all levels of GNSS equipment and data collection technologies along with City government procedures to run utility mapping projects successfully. He maintains OSHA certifications and has a full understanding of the responsibility of ensuring the safety of field staff and pedestrians while crews are in the field. Shane's use of Esri software throughout his career leads him to make the decisions needed to produce proper workflow of field-office data and GIS solutions for the client.

Shane is responsible for field and office team coordination, client interaction and project budget management. He oversees all quality assurance processes prior to delivery and assists in final data rollout and GIS solution training.



EXPERIENCE

- SAM: 8 years
- Professional: 15 years



EDUCATION

B.S. GIS, NWMSU - Maryville, MO
Master Certificate in GIS, NWMSU



Technical Expertise

- RTK survey-grade and mapping grade GPS data collection
- ArcGIS Enterprise
- ArcGIS Online
- Project Management
- QA/QC and technical support protocols
- Geodatabase design / maintenance

Eric Herbert • GIS Integrator

Eric Herbert has over 30 years of GIS experience in both the private and public sector, specializing in the development, management, and integration of varying datasets to enhance GIS for local government and utilities. His vast experience includes ArcGIS Enterprise database design, scripting, and administration along with integration of spatial systems and solutions throughout enterprise and business units.

On a regular basis, Eric coordinates the implementation of both field and office based data development as part of the development of a comprehensive GIS. Utilizing his strong background in Esri ArcGIS platforms and applications and a deep understanding of GIS technologies, Eric collaborates with stakeholders across a range of markets to assess business requirements, develop architectural designs- all in an effort to ensure the successful deployment and integration of GIS solutions that will benefit the entire organization.

Eric is responsible for taking the lead on the implementation of GIS solutions for any client, working closely with development teams, system administrators, and all stakeholders. His technical guidance and oversight will ensure adherence to industry best practices that support the organization's current need and future growth.



EXPERIENCE

- SAM: 2 year
- Professional: 28 years



EDUCATION

B.S. Geography, University of Nebraska Omaha



TECHNICAL EXPERTISE

- Esri ArcGIS Pro
- Python
- Arcade
- Esri ArcGIS Enterprise
- Esri ArcGIS Online
- VertiGIS
- SQL
- Power Automate

Key Personnel | Bellevue, Nebraska

Mitchell Bradshaw • Field Operations Lead

Mitchell Bradshaw has more than 11 years of GPS field data collection and utility inspection experience with SAM. His knowledge in GPS data collection procedures and quality control measures ensures accuracy and efficiency on every project. As a Field Operations Lead, Mitchell trains and supports all GPS Field Technicians in utilizing RTK survey-grade and mapping-grade GPS equipment. He uses his unique career knowledge to assist project teams to develop the right plan for each project.

On a daily basis, Mitchell takes support calls from field staff, coordinates safety meetings, monitors equipment and fleet usage, and assists project teams with data development. Mitchell also uses his field experience with various GPS/GNSS equipment to train clients on best practices of GIS data maintenance.



EXPERIENCE

- SAM: 11 years
- Professional: 11 years



CERTIFICATIONS

- NASSCO - Pipeline, Lateral and Manhole Assessment Certification Programs



TECHNICAL EXPERTISE

- RTK survey-grade GPS hardware - Trimble, Sokkia, Topcon
- Data collection software - Trimble Access, Carlson SurvCE & PC
- ArcGIS Field Maps

Jeremy Root • GIS Phase Manager

Jeremy Root is a GIS Phase Manager at SAM who is responsible for overseeing the digitizing and field coordination on utility projects, while also providing technical support for clients on their web-based GIS platforms. Jeremy was also instrumental in standardizing how utility networks are drawn in order to ensure data consistency on all deliverables.

Jeremy has experience in field data collection and utility inspection, utility network digitizing, quality control processes, and managing GIS resources for clients. He leverages this knowledge in his daily operations and trains new technicians in all the processes. He also trains and supports clients across the local government, energy and utilities sectors.

His experience covers a broad range of projects, including water distribution, sanitary sewer, storm sewer, electric and gas. He utilizes multiple Esri products such as ArcGIS Pro and ArcGIS Desktop 10.x, along with Trimble Business Center for field data processing.



EXPERIENCE

- SAM: 4 years
- Professional: 4 years



EDUCATION

B.S. Environmental Geography,
NWMSU- Maryville, MO



TECHNICAL EXPERTISE

- Esri ArcGIS Desktop 10.x
- Esri ArcGIS Pro
- Esri ArcGIS Online
- Trimble Business Center
- Geocortex
- Trimble GPS technology

Project Kick-off

SAM will provide an on-site kick-off meeting with the City of Bellevue to start the project. The kick-off meeting is essential to developing open communication with the client and will help establish the guidelines and procedures of SAM for coordinating the project.

The following important topics will be discussed and determined at the kick-off meeting:



COLLECT EXISTING DATA

If not already provided, SAM will acquire copies of existing and available mapping records, such as relevant GIS data, AutoCAD drawings, hard-copy utility maps, as-built information and historical utility drawings for use as reference during the project. All hard-copy maps will be scanned and returned to the city in a timely manner.

SAFETY AND PROCEDURES

SAM will review safety and field procedures during the kick-off meeting to ensure the safety of field staff, city staff and the citizens of Bellevue throughout the data collection phase of the project. SAM follows a strict safety and procedures manual and requires all SAM employees to attend internal quarterly safety meetings to review procedures and concerns.



At all times, field staff will be wearing the required Class II traffic safety vests and all field vehicles will be clearly marked with company information and have the required safety lights for operation while in public right-of-way. GPS field personnel have acquired OSHA training and certification for “Traffic Control for Field Engineering & Surveyors” and “Confined Spaces”. Proper traffic control signage will be utilized when necessary while operating in public right-of-way. If required, due to traffic concerns, SAM will operate during non-peak hours to obtain field locates and inspections. If SAM staff has concerns about their safety, the appropriate city staff or local law enforcement will be contacted.



Safety is a SAM Core Value
 SAM has an excellent safety record- Experience Modifier Rate (EMR) of 0.85- which is well below the industry average of 1.0.

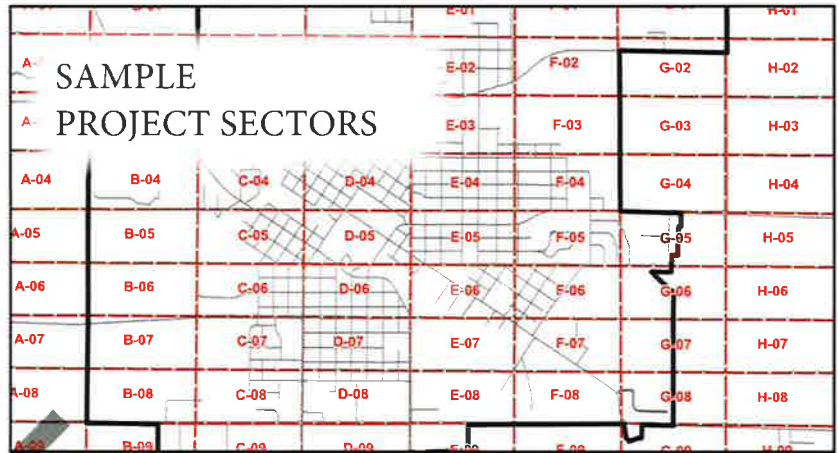
Project Approach | Bellevue, Nebraska

PROJECT TIMELINE AND MILESTONES

SAM will review and discuss the anticipated project timeline and milestones with the City of Bellevue during the kick-off meeting. Any level of responsibility required of the city will be discussed and taken into consideration when finalizing the overall project timeline. Internal and external cost controls, along with any modifications to the proposed project schedule at the request of the city will be discussed during the kick-off meeting.

WORK AREA DEFINITION AND PRIORITIZATION

SAM's project manager will work closely with City staff to establish a work plan that accounts for high priority areas while ensuring an efficient workflow for SAM's field crews. A key component of this coordination is providing the City with weekly visibility into the planned work areas. At the start of each week, SAM will share an ArcGIS Online map with Bellevue that outlines the scheduled field activities. This approach keeps both parties informed and aligned, while also supporting timely communication with the public.



Working within the coordinated work areas, SAM's field staff will prioritize work efforts on known outfall and discharge point locations. In the event that staff identify an unknown location, it will be collected per the defined scope of work, noting it as previously unidentified. Referencing the guidance of the City of Bellevue, outfall and discharge locations that field staff deem to be unsafe to access or requires private access will be noted as not located with reasoning and will not have further mapping and inspection efforts completed. These locations will not be invoiced and will be provided to the City of Bellevue.

PUBLIC NOTIFICATION

Although the goal of this project is to locate and inspect publicly and safely accessible structures, public notification and knowledge is still important. SAM will work with city staff to ensure proper citizen notification. It has been our experience on similar projects that informing citizens about the field work will help to alleviate any concerns local residents may have. Notifications at City Hall, utility billing offices and the local newspaper or public access channel (if available) is highly recommended. SAM field staff will carry an informational letter on letterhead from the City of Bellevue describing the project and the proper contact information in the event there are concerns from the public. It is also recommended that local law enforcement be notified about the project and that SAM field staff will be working in the area.

GEODATABASE SCHEMA REVIEW

SAM understands that the City of Bellevue has an existing GIS data layer for its outfall and other stormwater structures. SAM's team will work directly with City staff to ensure that necessary changes or additions to the existing layer schemas are made prior to the commencement of field work. These changes will be largely in relation to the data collection goals of the project. SAM's team has an extensive knowledge of successful database designs and will offer suggestions that may improve future data management processes. Changes will be discussed collectively between SAM and the city prior to being implemented by SAM. Any adjustments to the schema that may impact the City/County Enterprise geodatabase will be noted and presented to the City and County to provide adequate time to introduce modifications following established change control governance procedures.

GPS Data Collection

SAM routinely utilizes Real-Time Kinematic (RTK) survey-grade and mapping-grade GPS technologies to locate utility infrastructure. RTK survey-grade technology is utilized for locating utility assets associated with sanitary sewer, storm water, gas, fiber, and water features, resulting in centimeter-level accuracy (+/- 2 centimeters) and accurate elevations for sanitary sewer and storm water. Mapping-grade GPS equipment is utilized for locating electric utility infrastructure and provides decimeter-level accuracy (+/- 4 inches).

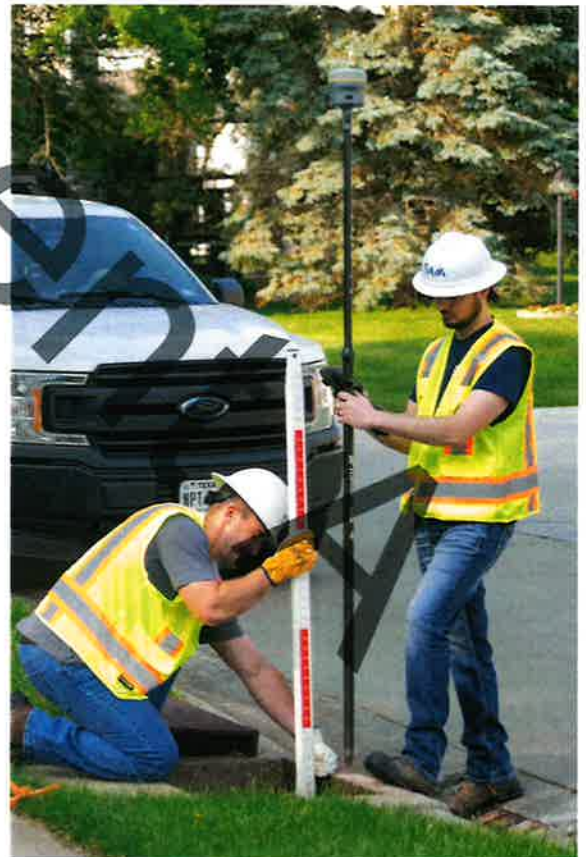


For this project, SAM will utilize RTK survey-grade GPS methods to locate the city's outfalls, discharge points and immediately adjoining structures, such as manholes and inlets. GPS surveys will be referenced to the Nebraska State Plane Coordinate System to allow for direct insertion into Bellevue's existing GIS database. Horizontal (x,y) coordinates will be obtained in the field for all utility features. Vertical (z) elevations will be obtained for storm water utility features. Captured features through GPS surveys will include all features, attributes and photos designated by Bellevue during the planning phase of the project.

After thorough investigation by SAM field staff, a report containing all utility features that were deemed as unsafe to collect, requiring private access, or could not be found, will be submitted to the City of Bellevue.

DATA CONSISTENCY

SAM will utilize Esri's Field Maps for ArcGIS Online for field data collection, enabling data to be collected and stored in real-time. All field data to be collected will be predefined for field staff to ensure accurate and consistent attribute collection.



STORM WATER STRUCTURES TO BE LOCATED:

- Outfalls
- Discharge Points
- Adjacent Structures (Manholes, Inlets, Etc.)

SAM will make every attempt to access outfalls, discharge points and adjacent structures pending safety and public access. Features not located will be noted and submitted to the City of Bellevue.

STORM WATER FIELD ATTRIBUTE COLLECTION

The storm water features to be collected will be defined in preliminary meetings with the city. Storm water features will be opened, inspected and attribute data will be collected. At this time, SAM will take topside photos of manholes and storm inlets, and general photos of the outfalls and discharge points. Attribute features to be collected will correlate with the required attribute fields to allow for seamless integration with the Esri ArcGIS database.

Technical Work Plan | Bellevue, Nebraska

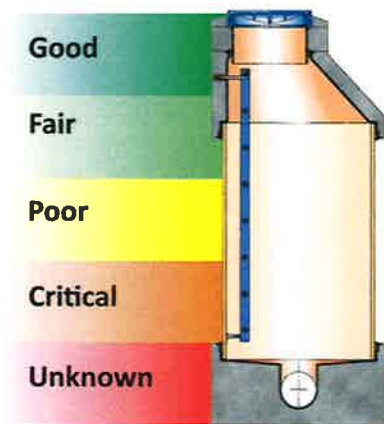
OUTFALL ATTRIBUTES TO BE COLLECTED INCLUDE:

- Photo of surrounding channel
- Diameter
- Discharge type
 - Storm all
- Material Type
- Invert elevation
- Northing and Easting
- Outfall material
- Rotation
 - Orientation of outfall NE or 2 o'clock, etc.
- Date revised
- Date GPS data was uploaded to site
- Outfall and stream condition (determined by photos. Note/color scheme.)
- Presence of illicit discharge (Y/N)
- Illicit discharge type (assumption of the discharge there's concrete, gas, sewage, etc.)
 - Notification alert further investigation needed.



ADJOINING STRUCTURE ATTRIBUTES TO BE COLLECTED INCLUDE:

- Type (manhole, inlet, etc.)
- Northing and Easting
- Invert elevations (in and out)
- Sump invert elevation
- Manhole diameter
- Material type
- Rim elevation
- Date revised



FIELD CONDITION ASSESSMENT

During the field mapping process, a general condition assessment will be made for each asset by SAM field personnel. SAM's field staff are trained to perform thorough NASSCO (National Association of Sewer Service Companies) inspections. For this project, a generalized overall assessment will be made in the field encompassing the overall condition and operability of each structure.

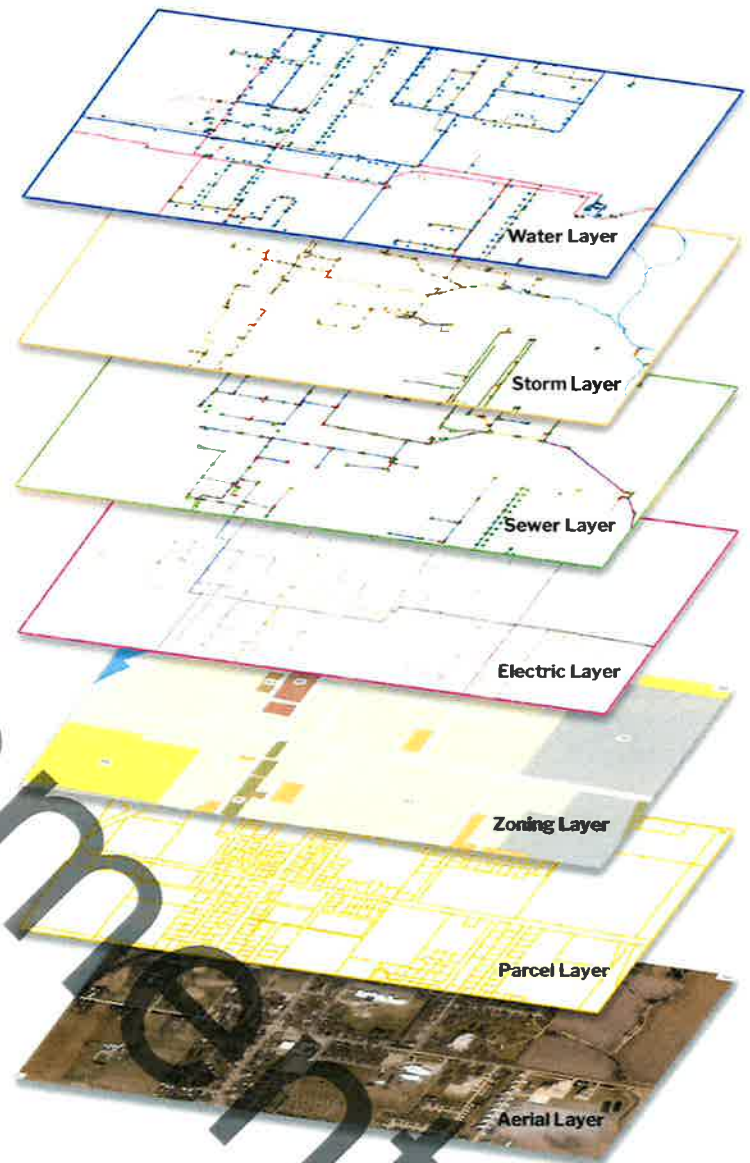
MAP AND DATA DEVELOPMENT

Storm water line segments connecting each outfall to its adjoining upstream structure will be created utilizing custom, in-house editing tools developed by the SAM development team. These tools will incorporate inspection data collected by field staff and will auto-generate storm water line segments, illustrating flow direction, slope and exact length measurements. Quality assurance warnings have been built into these tools to verify positive slopes and to check for inconsistencies with pipe material and diameter.

DATA SUBMISSION AND COORDINATION

As part of the project, SAM will collect GPS locations and associated attribution for up to 696 storm outfalls, discharge points and adjoining structures. Upon completion of field activities, we will submit the full, quality-controlled dataset to both the City and the County in their requested formats.

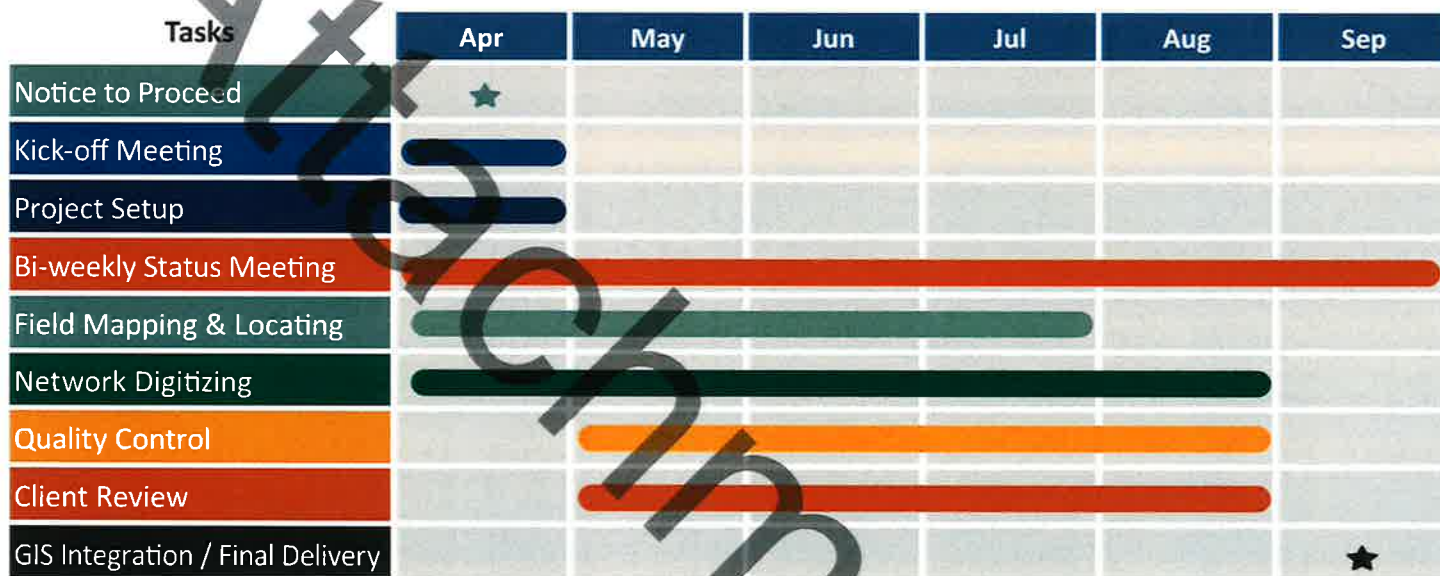
We will collaborate directly with County GIS staff to ensure all stormwater outfall features are incorporated into the County's enterprise GIS environment. This includes validating schema alignment, confirming spatial accuracy, and supporting any required remediation of related datasets impacted by these updates. Our team will work with both City and County staff to ensure that the final deliverables are accurate, complete, and fully integrated into the enterprise GIS system and workflows.



Schedule | Bellevue, Nebraska

SAM's Proposed Schedule

Following the notice-to-proceed (NTP), SAM will have a kickoff meeting with the City of Bellevue staff to review the project, verify any existing data, and go over questions. Based on the anticipated expected completion date, SAM recommends an abbreviated ramp up and kickoff meeting to ensure timely project commencement. Once the project setup and planning has been completed, SAM will dedicate the adequate number of resources to ensure project timelines and goals are met. During the project, Project Management will meet with the City of Bellevue biweekly to cover project progress, review data, and answer questions staff may have.



*Timeline reflects field collection of 696 outfall and discharge points.

Deliverables

After the staff at the City of Bellevue has reviewed and approved all GPS located and attributed data, SAM will present a full set of deliverables to the city. All collected and mapped storm water data will be uploaded into the city’s geodatabase. The following deliverables will be provided:

- Esri ArcGIS Geodatabase containing datasets for storm water utility features.

Data provided to the city can be incorporated into the enterprise geodatabase maintained by the county and can also be housed in a file geodatabase on the city’s internal network. Web map services published from the databases can be configured leveraging views to display desired fields and attributes publicly while displaying another set of attributes to authorized city users. Additionally, public views can be configured to be view-only. This allows the city to maintain a single set of data for multiple audiences and purposes.

Fee Schedule and Invoicing

SAM is proposing a unit-based rate structure. This unit cost will only be invoiced to the City of Bellevue for the completion of an outfall or discharge location. Repeat visits to a structure to capture updated GPS coordinates or verify previously collected data will not be invoiced. If a location is visited, but not completed due to safety or private access concerns, it will not be invoiced.

SAM will provide the City of Bellevue written notice once the project has expended 80% of the overall budget, should overall progress not be on pace with project spend.

GPS DATA COLLECTION & GIS DEVELOPMENT

Stormwater Field Collection \$280.00/structure*

**SAM can and will complete up to 696 structure locations within the City of Bellevue’s \$195,000.00 budget, prioritizing known and newly identified outfall locations, supplementing with discharge point locations.*

Assumptions

- The Fee Schedule listed above will remain in force for a 180 day period from the effective date on this proposal document and is subject to an escalation after that period.
- SAM is not responsible for costs incurred for any required traffic control.
- The City is responsible for ensuring all features are exposed and accessible prior to arriving on-site.
- Unit rates will be applied when any outfall or discharge point is collected. SAM is not responsible for any adjacent structures that cannot be located or opened.

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

| | | | |
|---|--|---|--|
| COUNCIL MEETING DATE: 04/21/26 | | SUBMITTED BY: Harrison Johnson | |
| AGENDA ITEM: | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION <input type="checkbox"/> | |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/> | |
| RESOLUTION <input type="checkbox"/> | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/> | |

SUBJECT:

LB 840 Economic Development Agreement with Eaton Corporation

SYNOPSIS/BACKGROUND:

This item pertains to a economic development agreement with Eaton to locate their manufacturing operations to a location insidet the municipal boundary of Bellevue City and expand their workforce. Bellevue is offering them \$100,000 per year for four years (\$400,000 total) to assist with building rennovations.

FISCAL IMPACT: \$400,000 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Economic

CONTRACT EFFECTIVE DATE: 04/08/2026 CONTRACT TERM: 4 years CONTRACT END DATE: 04/08/2030

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 DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff Recommends Approval of this item

ATTACHMENTS:

| | | |
|-----------------------------------|-----------------------------|-----------------------------|
| 1. Economic Development Agreement | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| 4. <input type="checkbox"/> | 5. <input type="checkbox"/> | 6. <input type="checkbox"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of the _____ day of _____, 2026 (the "Effective Date"), by and among the City of Bellevue, Nebraska ("City") and Eaton Corporation, an Ohio corporation ("Company") (City and Company, each a "Party" and collectively, the "Parties").

WITNESSETH

WHEREAS, the City has adopted an Economic Development Plan pursuant to the Nebraska Local Option Municipal Economic Development Act (the "Plan"). Pursuant to the Plan, the City has implemented the Bellevue Local Option Municipal Economic Development Program (the "Program");

WHEREAS, on 3rd day of March, 2026 the Company filed a Bellevue Local Option Municipal Economic Development Program application (the "Application") with the City;

WHEREAS, the Administrator of the Program (the "Administrator") has reviewed the Application and recommended to the City Council (the "Council") that a performance-based forgivable loan (the "Loan and Grant") be made to the Company from the Bellevue Local Option Municipal Economic Development Program Fund (the "Fund") as provided for in this Agreement. The City Council has approved the Committee's recommendation on _____;

WHEREAS, the City finds the Company derives its principal source of income from manufacturing of medium voltage switchgear and is a qualifying business under the Program, that Company's project qualifies for economic development incentives under the Program, that Company's project will be of substantial economic benefit to the citizens of Bellevue and the surrounding area, and the economic development incentive plan set forth in this Agreement contributes to the fulfillment of the major objectives of the Plan;

WHEREAS, the City is willing to provide Company with up to \$400,000.00 for infrastructure support and site improvements at the times and upon the fulfillment of the conditions set forth in this Agreement provided that Company complies with the terms of this Agreement; and

WHEREAS, in furtherance of the foregoing recitals, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Purpose of Assistance. The Company operates a business which includes, without limitation, the manufacturing of medium voltage switchgear (the “Business”). The proceeds of the Loan and Grant shall be used for infrastructure support and site improvements. The Parties acknowledge and agree that the funds to be provided by City to Company pursuant to this Agreement are being provided in the form of an economic development performance-based forgivable loan and are subject to repayment in accordance with the terms and conditions of this Agreement if Company fails to perform its obligations under this Agreement.

2. Term. The term of this Agreement shall be from the Effective Date to the date that the Loan and Grant have been either forgiven or repaid in full, as applicable, pursuant to the terms of this Agreement.

3. Amount of Loan and Grant. The Loan and Grant shall be in the maximum amount of \$400,000.00, shall be disbursed from the Fund as provided for in Section 4 herein, and shall be represented by a promissory note in the form of the attached “Exhibit A” (the “Note”). Within thirty (30) days of the Effective Date, the Company shall sign and deliver the note to the City (the “Closing”).

The Note shall carry interest at the rate of 7.5% per annum, and shall be repaid over equal payments of principal and interest. The first payment shall be due on, with each additional payment due on the same day of each subsequent until the Note is paid in full, provided that, notwithstanding the foregoing, no payments shall be due under the Note unless and until the Company fails to satisfy any of the conditions set forth under Section 5 of this Agreement.

4. Closing and Disbursement of Funds: Provided that Closing has occurred and no Event of Default (defined below) has occurred and remains uncured beyond all applicable notice and cure periods, the City shall make disbursements of the Loan and Grant to the Company in accordance with the following schedule (each a “Disbursement”):

- Disbursement #1: \$100,000.00: Within 60 days of Closing.
- Disbursement #2: \$100,000.00: Within 30 days of 01/01/2027
- Disbursement #3: \$100,000.00: Within 30 days of 01/01/2028
- Disbursement #4: \$100,000.00: Within 30 days of 01/01/2029

The City shall give the Company at least ten (10) days prior written notice in advance of making each Disbursement. As of the date of each Disbursement, the Company will be considered to have represented that each of the representations and warranties set forth in Section 6, below, are true and correct in all material respects.

5. Conditions to Forgiveness. The Parties acknowledge and agree that City shall forgive the Loan and Grant and all amounts due under the Note plus any accrued interest when the Company satisfies the following conditions:

a. The Company operates a manufacturing business in the City for a period of five (5) consecutive years following the date on which the Company begins operations in the City (the “Operating Period”).

b. The Company employs in the City, prior to the end of the Operating Period, a total of 220 Full-Time Employees for twelve (12) consecutive months. The City acknowledges that the Company expects to hire at least 220 Full-Time Employees during the four (4) year period following the date on which the Company begins operations in the City. For purposes of this Agreement, Full-Time Employee is defined as a bona fide employee of the Company who (i) is classified by the Company as full time; (ii) subject to normal and reasonable waiting periods, is eligible for the employer's normal fringe benefit package which must, at the least, include a health insurance plan which provides for employee coverage substantially paid for by the Company; and (iii) works a minimum of 2080 hours annually.

c. The Company has taxable investments greater than \$2.5 million dollars or has taxable sales greater than \$2.5 million dollars.

6. Company's Representations and Warranties. Company represents and warrants to City as follows, all of which shall survive the Closing:

a. Organization, Standing and Power. Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Ohio and has the legal power to carry on its business as it is now being conducted. No representation or warranty made by the Company in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the Company that are required to make the statements not misleading.

b. Authority. The execution, delivery and performance of this Agreement by Company has been duly and validly authorized and approved by all necessary legal action on the part of Company.

c. Binding Agreement. This Agreement, when executed and delivered, will constitute the legal, valid and legally binding agreement of Company, enforceable against Company in accordance with its terms.

d. No Conflict with Other Instruments or Agreements. The execution, delivery and performance of this Agreement by Company will not result in a breach or violation of, or constitute a default under any agreement to which Company is bound, and will not be in violation of any statute, judgment, order, rule, ordinance or regulation of any court, or any federal, state or other regulatory authority or governmental body having jurisdiction over Company in effect as of the Effective Date.

e. No Brokers. Company has not retained or agreed to compensate any broker or finder in connection with the transactions contemplated by this Agreement.

f. Average Employment. As of the Effective Date, the Company currently maintains operations and employment in Omaha, Douglas County, Nebraska ("Omaha") and the Company is expanding to the City. Pursuant to Neb. Rev. Stat. § 18-2709(3), the Company shall qualify only if, in each such city, it maintains employment for the first two years following the

date on which such business begins operations in the city as a participant in its economic development program at a level not less than its average employment in such city over the twelve-month period preceding participation.

7. Representations and Warranties of the City. The City represents and warrants to the Company as follows, all of which shall survive the Closing:

a. Organization, Standing and Power. The City is a municipal corporation organized and existing under the laws of Nebraska, and has full power and authority to enter into this Agreement and carry out the transactions contemplated by this Agreement. No representation or warranty made by the City in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the City that is required to make the statements not misleading.

b. Authority. The City's execution, delivery and performance of this Agreement has been authorized by all necessary action on the part of the City.

c. Binding Agreement. This Agreement, and each agreement and instrument delivered by the City pursuant to it, is the legal and binding obligation of the City, enforceable against the City in accordance with its terms.

d. No Conflict with Other Instruments or Agreements. The execution, delivery and performance of this Agreement by the City will not result in a breach or violation of, or constitute a default under any agreement to which the City is bound, and will not be in violation of any statute, judgment, order, rule, ordinance or regulation of any court, or any federal, state or other regulatory authority or governmental body having jurisdiction over the City in effect as of the Effective Date.

8. Certification of the Company. The Company certifies to the City that it has not filed nor does it intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for the Company. In the event that the Company files such an application, it shall advise the City in writing, and the City shall have the option to review the status of the Grant, to include determining that all or a portion of the Grant is due and payable if the Company is awarded incentives under the Nebraska Advantage Act.

9. Company Documents. As of the Effective Date, the City acknowledge and agrees that the Company has delivered to the City:

a. Evidence of Good Standing of the Company from the State of Ohio and the State of Nebraska.

b. A certified copy of the current Articles of Incorporation for the Company.

c. Certified resolutions of the Board of Directors or Members authorizing this Agreement and providing for signature authority.

10. Reports and Audits. The Company shall annually, within sixty (60) days of the end of each calendar year, beginning with calendar year 2027, provide to the Administrator a report in form and substance acceptable to the Administrator which substantiates that the Company is complying with all conditions in this Agreement. The Company shall have the right at any time to (i) require that the Annual Reports be reviewed at the Company's expense by a Certified Public Accountant reasonably acceptable to the Administrator, or (ii) hire, at the Administrator's own expense, an independent Certified Public Accountant or other Practice or financial expert, to review the books and records of the Company pertaining to the Annual Report and any other terms and conditions as provided for in this Agreement.

11. Default. The Company shall be in default of this Agreement if any of the following events occur (each an "Event of Default"):

- a. The Company fails to comply with any of the terms of this Agreement.
- b. Any warranty, representation or statement made or given to the City by the Company proves to have been false in any material respect when made or given.
- c. Dissolution or liquidation of any of the Company, the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Company.
- d. The Company ceases to conduct operations in the City.

Upon the occurrence of an Event of Default, the City may declare the Company to be in breach. Any such declaration shall be in writing and sent to the Company in accordance with Section 15 below (each a "Notice of Default"). The Company shall be afforded 30 days after receiving a Notice of Default to cure such default, provided that if such default cannot reasonably be cured within 30 days, then the Company shall be given a reasonable period of time to cure such default, provided that it commences such cure within 30 days of the Notice of Default and diligently pursues such cure to completion.

In the event that City declares the Company to be in default and the Company has not cured the such default within thirty (30) days of the Notice of Default (or such longer period, if applicable), then the City may immediately terminate this Agreement by providing written notice of termination sent in accordance with Section 15 below, whereupon all Disbursements made by the City to Company pursuant to this Agreement shall immediately become due and payable by Company to the City and if unpaid shall accrue interest at the rate of ten percent (10%) per annum until such amounts are repaid in full.

Notwithstanding anything in this Agreement to the contrary, the City agrees that, if the Company ceases to be a Qualifying Business pursuant to Neb. Rev. Stat. § 18-2709(3), then, as its sole and exclusive remedy, the City may terminate this Agreement, in which event, the Company shall return to the City any Disbursements received pursuant to this Agreement, but the Company shall not be liable for any penalties or interest due hereunder, including, without limitation, the ten

percent (10%) default interest described above, nor shall the Company be liable to the City for any other damages, costs, or expenses. Additionally, the City covenants and agrees that, in such circumstance, it shall use its best efforts to replace the economic benefit granted to the Company under this Agreement through another program.

12. Actions after Effective Date. From time to time after the Effective Date, without further consideration, each of the Parties will execute and deliver such documents and instruments as any other Party shall reasonably request to give full effect to the transactions contemplated by this Agreement.

13. Early Termination.

a. The Company shall have the right at any time to terminate its participation in the Program by notifying the City in writing of its desire to do so.

b. The City shall have the right to terminate the Applicant's participation in the Program if the Company is in default of any of the terms and conditions of this Agreement, which default is not cured within thirty (30) days of written notice by the City (or such longer period as provided by Section 11, if applicable).

c. In the event of early termination as described in this Section 13, all Disbursements made by the City to the Company pursuant to this Agreement shall immediately become due and payable by Company to the City and if unpaid shall accrue interest at the rate of ten percent (10%) per annum until such amounts are repaid in full.

14. Amendment. No amendment or modification of this Agreement shall be binding on any Party unless the same shall be in writing and signed by all Parties.

15. Communication. All notices and communications to the Administrator and/or the City as required by or relating to this Agreement shall be in writing and provided to City at the following addresses:

Jim Ristow
Bellevue City Administrator
1500 Wall Street
Bellevue, Nebraska 68005
Jim.ristow@bellevue.net

Harrison Johnson
Bellevue Community Development Director
1500 Wall Street
Bellevue, Nebraska 68005
harrison.johnson@bellevue.net

All notices and communications to the Company as required by or relating to this Agreement shall be in writing and provided to Company at the following addresses:

Eaton Corporation
1000 Eaton Boulevard – Mail Code 3N
Beachwood, Ohio 44122
Attn: Vice President, Global Real Estate

Eaton Corporation
1000 Eaton Boulevard – Mail Code 4N
Beachwood, Ohio 44122
Attn: Vice President – Regulatory Matters

Either party may, from time to time, update their notice information set forth herein by written notice to the other party delivered in accordance herewith.

16. Assignability. The Administrator may assign his/her interest in this Agreement to any successor administrator designated by the City Council. The Company may not assign or transfer its interest in this Agreement without the consent of the Administrator, provided that the Company may assign its interest in this Agreement, without the consent of the Administrator but upon written notice, to (i) any direct or indirect subsidiary or affiliate of the Company or its parent corporation; (ii) the purchaser of all or substantially all of the assets of the Company; or (iii) the successor entity in the event of the merger, consolidation or reorganization of the Company.

17. Confidentiality. It is agreed that this Agreement and its terms are public record and are not confidential. However, the City agrees to take reasonable steps to ensure that any financial and proprietary information provided in connection with this Agreement by the Company shall remain confidential and shall not be revealed or disclosed to outside sources unless the information is public knowledge, is independently developed, or is required to be disclosed by law or legal process.

18. Indemnification. Company agrees to indemnify, defend and hold City and their employees, officers, directors, agents, attorneys, affiliates and their respective successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency and expense (including interest, penalties, attorneys' fees and amounts paid in settlement) to which the Indemnified Parties may become subject arising out of or based upon a breach or default by Company of this Agreement.

19. Expenses. The Parties shall all pay their respective expenses incident to the preparation, execution and consummation of this Agreement.

20. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns (including, without limitation, any purchaser of, or successor to, Company whether by purchase, merger, consolidation, reorganization, liquidation or any other type of transaction).

21. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision

of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

22. Non-Waiver. Waiver of or acquiescence by City in any default by Company, or any failure of City to insist upon strict performance by Company of any warranties, agreements or other obligations contained in this Agreement shall not constitute a waiver of any subsequent or other default, failure or waiver of strict performance, whether similar or dissimilar.

23. Relationship of Parties. The Parties have entered into this Agreement solely for the purposes set forth in this Agreement. Nothing contained in this Agreement shall be construed to create or imply any (a) partnership or joint venture by or among of the Parties, or (b) any principal and agency relationship by or among the Parties.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Nebraska, without giving effect to its conflict of laws principles.

25. Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement of the Parties respecting the subject matter contained in this Agreement and supersede any prior offers, understandings, agreements or representations by and between the Parties, written or oral, which may have related to the subject matter of this Agreement in any way.

26. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but which together shall constitute the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

CITY OF BELLEVUE, NEBRASKA

By: _____
Mayor

Attest: _____
City Clerk

EATON CORPORATION

By: _____
Title: _____

EXHIBIT A

FORM OF NOTE

[To be attached]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

| | | | |
|---|--|---|--|
| COUNCIL MEETING DATE: April 21, 2026 | | SUBMITTED BY: Mike Christensen | |
| AGENDA ITEM: | CONSENT AGENDA <input type="checkbox"/> | SPECIAL PRESENTATION <input type="checkbox"/> | |
| LIQUOR LICENSE <input type="checkbox"/> | ORDINANCE <input type="checkbox"/> | PUBLIC HEARING <input type="checkbox"/> | |
| RESOLUTION <input type="checkbox"/> | CURRENT BUSINESS <input checked="" type="checkbox"/> | OTHER <input type="checkbox"/> | |

SUBJECT:

Complete Building Department software replacement.

SYNOPSIS/BACKGROUND:

Permitting software is done on an annual bases and the city staff has chosen to go with GoveWell as we believe that this software will best meet our needs. We have negotiated a four year term to help save costs moving forward. The new software far exceeds the capability of your current software and brings use in line with surrounding communities that have updated their building software.

FISCAL IMPACT: \$104,900.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: yes COUNTER-PARTY: GovWell INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION: Agreement

CONTRACT EFFECTIVE DATE: 05/01/26 CONTRACT TERM: 4 years CONTRACT END DATE: 05/01/30

PROJECT NAME: N/A

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: N/A

CIP PROJECT NAME: Software & Licenses CIP PROJECT NUMBER: 6451

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the agreement with GovWell Technologies Inc. for new building software not to exceed \$104,900. for the first year including implementation fees and \$66,500. for each year following.

ATTACHMENTS:

| | | |
|--|----|----|
| 1. Agreement GovWell Technologies Inc. | 2. | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

GOVWELL ORDER FORM

This Order Form, dated as of the Effective Date, is entered into by and between GovWell Technologies Inc. (“GovWell”) and the customer identified below (“Customer”), and is subject to the Terms of Service (as defined below), which are incorporated by reference herein.

| | |
|---|--|
| Customer: City of Bellevue, NE | Effective Date: |
| Customer Contact Name: Michael Christensen | Customer Contact Email: Mike.Christensen@bellevue.net |
| Customer Contact Phone: 402.293.3014 | Billing Contact Name: |
| Billing Contact Email: | Billing Contact Phone: |

1. SOFTWARE MODULES AND SERVICES

The table below outlines the GovWell software modules and services included in Customer’s purchase:

| Software Module | Description | Annual Subscription Fee | Deployment Services Fees | Data Migration Services | Data Migration Fees |
|--------------------------------|---|--------------------------------|---------------------------------|--------------------------------|----------------------------|
| Building Permits & Inspections | Manage building permits, inspections, plan review, and certificates of occupancy for vertical construction. Does not include site development, engineering permits, or contractor licensing. | \$30,500 | \$12,200 | Data + Files | \$7,600 |
| Contractor Registration | Manage contractor registrations/licenses and renewals for contractors seeking to pull building permits. Tracks insurance verification and license status. | \$6,000 | \$2,400 | Data + Files | \$2,700 |
| Planning & Zoning | Manage discretionary land use applications requiring staff review or public hearings. Does not include building permits or engineering permits. | \$15,000 | \$6,000 | Data + Files | \$4,500 |
| Code Enforcement | Manage code enforcement cases for property maintenance, nuisance, and zoning violations. Does not include lien tracking, parking tickets or rental registration programs. | \$7,500 | \$3,000 | None | - |
| AI Community Assistant - Pro | Includes AI chat support within GovWell up to 1000 questions monthly, 24/7 availability, training on your agency’s unique data, a website widget, multilingual support (80+ languages), custom routing, custom answers, advanced analytics, and GovWell deployment support. | \$7,500 | N/A | N/A | N/A |
| TOTALS | | \$66,500 | \$23,600 | | \$14,800 |

Exhibit A: Scope of Work

Deployment Services, Data Migration Services, & Ongoing Support

This Scope of Work (“SOW”) outlines the services to be provided by GovWell in connection with the implementation of its software platform for the Customer, as well as the ongoing support and maintenance services that follow. It also defines the responsibilities of both the Customer and GovWell to ensure a smooth and effective onboarding experience and continued successful use of the platform. This SOW is incorporated into and governed by the terms of the applicable Order Form.

1. Deployment Services

GovWell and the Customer will collaborate to deploy the GovWell software platform for the Customer’s use. A dedicated GovWell Deployment Strategist will be assigned to the Customer to coordinate the deployment process and manage the activities necessary to ensure successful go-live of the platform (the “Deployment Services”).

1.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully deploy the GovWell platform.

- **Regular meetings with GovWell Deployment Strategist.** Mutual consultations between Customer and the GovWell Deployment Strategist will be conducted via Zoom to define and document Customer’s goals, timelines, and workflows; demonstrate deployment progress; and gather and incorporate Customer feedback throughout the deployment process.
- **System configuration.** GovWell will configure the software to reasonably align with the Customer’s expressed needs, including setup of the online portal, relevant modules, workflows, forms, document templates, fee structures, inspection settings, user roles and permissions, and other applicable system components. While every effort will be made to reflect the Customer’s requirements, configurations will be based on a commercially reasonable interpretation of those needs within the capabilities of the platform.
- **Staff training.** GovWell to conduct virtual training sessions for Customer staff via Zoom. Training sessions are limited to the quantity and duration specified in the Order Form. GovWell will also provide a library of digital training materials and guides, including video demonstrations of key functionality.
- **Integration with Geographic Information System (GIS).** GovWell will configure a one-way, read-only integration that pulls GIS data from the Customer’s GIS system into GovWell. No data will be written back to the Customer’s GIS system. GovWell will coordinate directly with the Customer’s designated GIS contact to initiate the integration. The Customer is responsible for providing accurate contact information, facilitating introductions, and ensuring their GIS team provides all necessary data and access in a timely manner. GovWell’s ability to complete the integration is dependent on the completeness and responsiveness of the Customer’s GIS team.
- **Configuration of online payment processing through GovWell.** The Customer is responsible for completing all onboarding forms required by GovWell’s integrated payment processor, Finix. GovWell does not support the use of alternative payment processors.

2. SCOPE OF WORK

By signing this Order Form, the Customer agrees to the Scope of Work (“SOW”) attached as Exhibit A. The SOW outlines the specific services GovWell will provide, as well as the responsibilities of the Customer with respect to Deployment Services, Data Migration Services, Continuous Deployment Services, and Product Support. The Customer acknowledges that GovWell’s obligations are limited to the hours and scope defined in the table below. Any services requested beyond these limits may incur additional fees, as described in the SOW.

| Item | Quantity / Scope |
|--------------------------------|--|
| Deployment Services | 88 hours, conducted via Zoom, with one (1) onsite visit at a mutually agreeable time during implementation/training. |
| Data Migration Services | 59 hours |
| Staff Training | Ten (10) 60-minute sessions conducted via Zoom |
| Continuous Deployment Services | 20 hours / year |
| Product Support | Included for free. |

3. INITIAL TERM

Three (3) years, beginning on the Effective Date.

4. SUMMARY OF FEES AND TERMS

| Item | Description |
|--|---|
| Deployment & Data Migration Services Fees (one-time) | \$38,400 |
| Annual Subscription Fees | \$66,500 |
| Total Year 1 Cost | \$104,900 |
| Annual Uplift | 5% (not applicable during initial term) |
| Initial Term Invoice Schedule | Annual, invoiced on signing. Invoice schedule: <ul style="list-style-type: none"> • \$104,900, invoiced on Effective Date • \$66,500, invoiced on Anniversary of Effective Date 2027 • \$66,500, invoiced on Anniversary of Effective Date 2028 |
| Renewal Procedure | Automatic 1 year renewal term, unless 30 days notice provided prior to renewal date |

5. TERMS OF SERVICE

The parties expressly acknowledge and agree that this Order Form, any appendices attached, and any amendments hereto signed by the parties, is subject to and conditioned upon Customer’s agreement to the Terms of Service located at <https://www.govwell.com/terms> (as amended from time to time, the “**Terms of Service**”). By signing below, Customer expressly acknowledges and agrees that it has reviewed the Terms of Service and agrees to be bound thereby. In the event of any inconsistency or conflict between the terms of this Order Form and the Terms of Service, the terms of this Order Form shall take precedence and govern solely with respect to the specific services, fees, and terms outlined herein, unless otherwise stated in the Terms of Service. All other provisions of the Terms of

- Preparation of a written data migration plan for Customer approval.
- One-time import of structured tabular data into GovWell.

2.2 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is required to achieve a smooth and effective data migration. Customer responsibilities include, but are not limited to:

- **Primary point of contact.** Assign a primary point of contact to coordinate data migration activities in collaboration with GovWell representatives.
- **Data extraction and transfer.** Customer will extract or export source data from legacy systems and transfer to GovWell in structured file formats (e.g., CSV, Excel). GovWell requires two main exports: one export for analysis and planning, and a final export immediately prior to migration. If files are included in the Order Form, Customer will extract and transfer files and attachments to GovWell via SSH File Transfer Protocol or Secure File Transfer Protocol (SFTP). If Customer cannot export source data independently, Customer will be solely responsible for coordinating with their current software vendor to obtain the necessary data.
- **Meeting participation.** Participate in scheduled virtual meetings with a GovWell Data Expert to consult on project goals, answer questions, and facilitate the mapping of source data to the GovWell data model.
- **Migration Plan Approval.** The Customer is responsible for carefully reviewing the written data migration plan and must digitally approve it prior to execution. By approving the plan, the Customer acknowledges that the accuracy, completeness, and alignment of the migration with their expectations are their sole responsibility. GovWell is not liable for any errors, omissions, or outcomes resulting from decisions made or information provided by the Customer. In the event of adverse consequences arising from the approved plan, GovWell will make commercially reasonable efforts to remediate the issue; however, additional costs may apply.
- **Complete migration tasks.** GovWell will make reasonable efforts to place migrated records in the appropriate steps within workflows and minimize the work required by Customer. However, limitations in the source data—such as missing or incompatible information—may prevent certain records from being automatically mapped into the current workflows. In these cases, Customers may be responsible for manually moving records to the correct workflow steps, validating data accuracy, and relocating attachments as needed.

2.3 Exclusions & Terms

In connection with GovWell’s standard data migration services, the following are not in scope:

- Verification of source data accuracy, completeness, or quality.
- Data cleaning or validation of source data (e.g., spelling corrections, field splitting, schema mismatch resolution).
- Digitization of physical documents.
- Transforming scanned or handwritten documents into structured data.

- Imports of data that lack sufficient detail to generate a complete and usable entity in GovWell, such as a permit without a permit number or an inspection without a date of completion.
- Training sessions for Customer residents or the public.
- Additional Deployment Services beyond the scope may be subject to additional fees specified in section 4 of this SOW.

2.4 Timelines

GovWell is committed to making the data migration process as smooth and efficient as possible and will make commercially reasonable efforts to support Customer throughout. While timelines will be established and generally targeted during the deployment kickoff meeting, the complexity and variability of data migration means that no specific timeline or outcome can be guaranteed. GovWell is not responsible for delays or limitations resulting from incomplete, inconsistent, or improperly formatted source data, lack of access to required systems, or delays in Customer responses or availability—including due to vacations, leave, or other time off taken by key Customer personnel. This also includes situations where third-party vendors fail to provide data in a timely manner or where the Customer provides critical data, such as large files or datasets, at the last minute (e.g., under 5 days before the scheduled migration). Such circumstances can impact the migration timeline and overall project success, and any resulting delays or additional costs will not be the responsibility of GovWell.

To maintain the integrity and accuracy of the data migration, all configuration changes must be completed prior to the migration process. Because many configuration changes commonly occur after go-live as the platform is fine-tuned to meet the Customer's needs (e.g. modifying the process for a Solar Panel permit or adding required inspections for an Electrical permit), GovWell schedules data migration to take place only after the platform has gone live with the finalized configuration. Performing data migration before finalizing these changes risks data inconsistencies and errors, which can lead to significant additional work and may result in additional fees. This approach helps ensure a clean, reliable migration and a stable platform for ongoing use.

There will be a minimum of five (5) business days between GovWell's receipt of final data and the point at which that data will be accessible and usable within the GovWell system.

Longer timeframes may result from:

- Incomplete or incorrect file formatting.
- Customer-requested changes to migration plan or platform configuration.
- Transfer issues or SFTP protocol delays.

2.5 Limitations

Customer acknowledges that GovWell is not responsible for the quality, completeness, or accuracy of the source data provided for migration. The quality of the source data can directly impact the quality of the data as it appears and functions within the GovWell platform. Data migrations are inherently imperfect, and not all data or structures from legacy systems can be mapped precisely to the new environment. While GovWell will make commercially reasonable efforts to ensure a successful and functional migration, some migrated records may not process as expected. This may include data appearing differently than in the original system, missing or partially mapped fields, or workflows and automations not functioning as intended.

2.6 Post-Migration Support and Customer Responsibilities

Customer is responsible for carefully reviewing the migration plan to ensure it aligns with their expectations and digitally signing prior to execution. Any data not listed in the migration plan will not be migrated by GovWell. Following the completion of the data migration, GovWell is committed to supporting Customer in addressing issues that may arise, including assisting with reasonable data adjustments if certain records did not migrate as intended. GovWell will make good faith efforts to resolve issues resulting from errors or discrepancies within the scope of the approved plan. Any post-migration adjustments must be scheduled in advance and are subject to GovWell's availability. Significant or time-intensive requests may incur additional charges, as outlined in section 4 of the SOW.

2.7 Service Hours

Data migration service hours are limited to the number of hours specified in the applicable Order Form. These hours cover all activities related to the data migration process, including planning, execution, validation, issue resolution, and consultations. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in section 4 of this SOW.

2.8 Data Security

- If data that Customer intends to migrate contains Sensitive Personally Identifiable Information (SPII), Customer must notify GovWell in advance of sharing the data. SPII includes, but is not limited to, Social Security Numbers, Federal Tax Identification Numbers, Employer Identification Numbers, and other sensitive personal or organizational identifiers,
- All SPII must be transferred via GovWell's secure SFTP channel.
- GovWell is not responsible for data exposure resulting from insecure transmission methods (e.g., email).

3. Continuous Deployment & Product Support Services

GovWell will collaborate with the Customer to provide ongoing support and ensure the GovWell software platform continues to meet Customer's needs following deployment. A new GovWell Deployment Strategist will be assigned after go-live to coordinate support activities and manage the services necessary to ensure the continued successful use and optimization of the platform. In addition to this service, GovWell also offers regular product support channels to address general inquiries, technical issues, and troubleshooting needs.

3.1 Overview

Following the initial deployment, GovWell will provide ongoing support to help the Customer maintain effective use of the platform. This includes two types of services: (1) Continuous Deployment Services: for configuration changes, training, and strategic guidance, and (2) Product Support: for general inquiries, technical support and issue resolution. GovWell may adjust the nature and frequency of these support activities over time based on the Customer's usage of the platform and evolving needs.

3.2 Scope

Requests involving configuration changes, consultations, or training sessions may count against the Customer's allotted Continuous Deployment Services hours as outlined in the Order Form. Technical support inquiries—such as those related to login issues, bug reports, or basic troubleshooting—are not counted against service hours and are addressed through GovWell's regular support channels.

All major service requests submitted through any channel—regardless of whether routed through Deployment Strategists or general support—will be assessed for inclusion in Deployment Services hours. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in Section 4 of this SOW. GovWell will notify Customer in advance of reaching their service hour limit.

The following activities are included in Continuous Deployment Services:

- Configuration changes: Any updates to settings, record types, workflows, fields, templates, etc.
- Consultations: Strategic guidance, best practices, and process mapping.
- Training sessions: Live or recorded training for new staff, refresher sessions, or training on specific modules or features.
- Other service-related tasks: Any request that requires a GovWell team member to perform work beyond a basic fix or answer—for example, correcting misentered data, adjusting a process flow, or preparing a custom report.

The following are not included in Continuous Deployment Services, and are covered by Product Support:

- Bug reports and resolution.
- Login/access issues.
- Basic troubleshooting and how-to questions (e.g., "How do I export a report?").

4. Out-of-Scope Services & Hourly Rates

GovWell is committed to delivering successful Deployment, Data Migration, Continuous Deployment, and Product Support services within the scope and hours outlined in the Order Form. GovWell understands that needs may evolve and additional work may sometimes be necessary to ensure a smooth experience. If the required effort exceeds the included hours or scope, GovWell will communicate with the Customer before proceeding. Any work beyond the agreed scope will only move forward with mutual consent and may be billed at GovWell's standard rates as a last resort.

- Deployment Services: \$150 per hour
- Data Migration Services: \$200 per hour
- Continuous Deployment Services: \$150 per hour

Service shall remain in full force and effect. Customer further acknowledges and agrees that by signing below, the person signing this Order Form has the authority to execute this Order Form on behalf of Customer. This Order Form may not be amended or modified, except in a writing signed by both Customer and GovWell.

AGREED AND ACCEPTED on behalf of the parties by their duly authorized representatives as of the Order Form Effective Date.

CUSTOMER:

GOVWELL TECHNOLOGIES INC.:

By (Signature):

By (Signature):

Name (Printed):

Name (Printed):

Title:

Title:

Date signed:

Date signed:

GOVWELL TECHNOLOGIES INC. - TERMS OF SERVICE

Last Updated June 21, 2023

Please read these Terms of Service (these “**Terms**”) carefully. These Terms govern GovWell’s provision of software and services, and Customer’s (as defined below) use thereof, as set forth in an Order Form (as defined below) executed between GovWell Technologies, Inc. (“**GovWell**” or “**we**”) and Customer. TOGETHER, THESE TERMS AND ANY ORDER FORM(S) CONSTITUTE THE “**AGREEMENT.**” THE AGREEMENT IS EFFECTIVE AS OF THE ORDER FORM EFFECTIVE DATE (AS DEFINED AND SET FORTH IN THE INITIAL ORDER FORM). CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE ORDER FORM.

BY EXECUTING AN ORDER FORM THAT INCORPORATES THESE TERMS BY REFERENCE AND/OR OTHERWISE USING THE SERVICES, THE INDIVIDUAL OR ENTITY OBTAINING THE RIGHT TO ACCESS SUCH SERVICES (“**CUSTOMER**” or “**YOU**”) IS AGREEING TO BE BOUND BY AND IS A PARTY TO THIS AGREEMENT. IF THE INDIVIDUAL SIGNING THE ORDER FORM FOR CUSTOMER IS SIGNING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.**

CERTAIN ASPECTS OF THE SERVICES ARE PROVIDED WITH OR OTHERWISE COMPATIBLE WITH CERTAIN SERVICES OWNED OR CONTROLLED BY THIRD PARTIES. YOUR USE OF THOSE THIRD-PARTY SERVICES WILL BE GOVERNED BY THOSE LICENSES, AND NOT THIS AGREEMENT.

WE MAY AT OUR SOLE DISCRETION CHANGE, ADD, OR DELETE PORTIONS OF THIS AGREEMENT AT ANY TIME ON A GOING-FORWARD BASIS. IT IS YOUR RESPONSIBILITY TO CHECK THIS AGREEMENT FOR CHANGES PRIOR TO USE OF THE SERVICES, AND IN ANY EVENT YOUR CONTINUED USE OF THE SERVICES FOLLOWING THE POSTING OF CHANGES TO THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF ANY CHANGES. WE WILL NOTIFY YOU OF ANY SUCH MATERIAL CHANGES BY POSTING NOTICE OF THE CHANGES ON THE SERVICES, AND/OR, IN OUR SOLE DISCRETION, BY EMAIL.

YOU MAY NOT ACCESS THE SERVICES IF YOU ARE A DIRECT COMPETITOR OF GOVWELL, EXCEPT WITH GOVWELL’S PRIOR WRITTEN CONSENT. IN ADDITION, YOU MAY NOT ACCESS THE SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

1. **DEFINITIONS.** Capitalized terms will have the meanings set forth in this section, or in the section where they are first used.

“**Access Protocols**” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any Authorized Users to access the GovWell Solution.

“**Applicable Data Protection Laws**” means any applicable US state laws, regulations, orders, or judgments issued by a governmental authority that govern the privacy, security, confidentiality, protection, Processing or transfer of Personal Data.

“**Authorized User**” means each of Customer’s employees, agents, and independent contractors who are authorized

to access the GovWell Solution pursuant to Customer’s rights under this Agreement.

“**Customer Content**” means any content and information provided or submitted by, or on behalf of, Customer or its Authorized Users for use with the Services.

“**Documentation**” means the technical materials provided by GovWell to Customer, if any, in hard copy or electronic form describing the use and operation of the GovWell Solution.

“**GovWell Solution**” means the software-as-a-service application identified in any Order Form that allows Authorized Users to access certain features and functions through a web interface or mobile application.

“**Intellectual Property Rights**” means any and all now known or hereafter existing (a) rights associated with

hardware and network used to operate the GovWell Solution; (f) modify, copy or make derivative works based on any part of the GovWell Solution or Documentation; (g) access or use the GovWell Solution to build a similar or competitive product or service; (h) attempt to access the GovWell Solution through any unapproved interface; or (i) otherwise use the GovWell Solution, Licensed Material, or Documentation in any manner that exceeds the scope of use permitted under Section 3 (License Grant) or in a manner inconsistent with applicable law (including, without limitation, Applicable Data Protection Laws), the Documentation, or this Agreement. Customer will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of GovWell or its licensors on the Licensed Material or any copies thereof.

3.3 Ownership. The GovWell Solution, Licensed Materials and Documentation, and all enhancements and improvements thereto, and worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of GovWell and its suppliers. All rights in and to the GovWell Solution and Documentation not expressly granted to Customer in this Agreement are reserved by GovWell and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the GovWell Solution, Documentation, or any part thereof.

3.4 License to Licensed Material. Subject to the terms and conditions of this Agreement, GovWell grants Customer a perpetual, royalty-free, fully-paid, nonexclusive, non-transferable (except as permitted under Section 13.5 (No Assignment)), non-sublicensable license to use the Licensed Material solely for Customer's internal business purposes.

3.5 Open Source Software. Certain items of software may be provided to Customer with the GovWell Solution and are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.3 (Ownership) or 11 (Indemnification). Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, GovWell makes such Open Source Software, and GovWell's modifications to that Open Source Software, available by written request at the notice address specified below.

3.6 Feedback. Customer hereby grants to GovWell a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Services. GovWell will not identify Customer as the source of any such feedback.

4. FEES AND EXPENSES; PAYMENTS.

4.1 Fees. In consideration for the access rights granted to Customer and the Services performed by GovWell under this Agreement, Customer will pay to GovWell the Fees. Except as otherwise provided in the Order Form, all Fees are billed monthly and due and payable within thirty (30) days of the date of the invoice. GovWell reserves the right to modify the Fees payable hereunder upon written notice to Customer at least forty-five (45) days prior to the end of the then-current term. GovWell will be reimbursed only for expenses that are expressly provided for in an Order Form or SOW or that have been approved in advance in writing by Customer, provided GovWell has furnished such documentation for authorized expenses as Customer may reasonably request. GovWell reserves the right (in addition to any other rights or remedies GovWell may have) to discontinue the GovWell Solution and suspend all Authorized Users' and Customer's access to the Services if any Fees are more than thirty (30) days overdue until such amounts are paid in full. Customer will maintain complete, accurate and up-to-date Customer billing and contact information at all times. Except as provided in an Order Form, fees are not refundable.

4.2 Payment Processing. From time to time GovWell may use certain third parties to provide payment services (e.g., card acceptance, merchant settlement and related services) ("**Payment Processors**"). By selecting certain billing and/or payments features, Customer agrees to comply with the terms and conditions and policies of the Payment Processors used by GovWell, and hereby consents and authorizes GovWell to share any information and payment instructions provided herein with Payment Processors to the minimum extent required to complete Customer's transactions hereunder.

4.3 Taxes. The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on GovWell's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the provision of the Services, or the license of the GovWell Solution to Customer. Customer will

designed to maintain the availability, integrity and confidentiality of Personal Data.

7.2 **Privacy.** Without limiting Customer's obligations under Sections 2 (Provision of Services), and 2.1 (Intellectual Property), each party shall comply with all Applicable Data Protection Laws in the performance of their respective obligations under this Agreement with respect to the Processing of Personal Data. The sale, retention, use or disclosure of Personal Data shall be governed by this Agreement and, as applicable, GovWell's Privacy Policy, as in effect from time to time.

7.3 **Additional Agreements.** To the extent that GovWell or Customer reasonably determine that Applicable Data Protection Laws require the parties to execute any additional agreements governing Personal Data, the parties agree to negotiate in good faith with respect to such additional agreements.

8. **DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, LICENSED MATERIAL AND DOCUMENTATION ARE PROVIDED "AS IS," WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES RESIDES WITH CUSTOMER. GOVWELL EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT, SYSTEM INTEGRATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND DATA ACCURACY. GOVWELL DOES NOT WARRANT THAT OPERATION OF THE GOVWELL SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE.

9. **LIMITATION OF LIABILITY**

9.1 **Types of Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9.2 **Amount of Damages.** THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED

THE FEES PAID BY CUSTOMER TO GOVWELL DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL GOVWELL'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

9.3 **Basis of the Bargain.** The parties agree that the limitations of liability set forth in this Section 9 (Limitation of Liability) will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

10. **CONFIDENTIALITY.**

10.1 **Confidential Information.** "Confidential Information" means any nonpublic information of a party (the "Disclosing Party"), whether disclosed orally or in written or digital media, that is identified as "confidential" or with a similar legend at the time of such disclosure or that the receiving party (the "Receiving Party") knows or should have known is the confidential or proprietary information of the Disclosing Party. The Services, Documentation, and all enhancements and improvements thereto will be considered Confidential Information of GovWell.

10.2 **Protection of Confidential Information.** The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer) or to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to GovWell). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.

12.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate; (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to return all Confidential Information of the other party, as set forth in Section 10 (Confidentiality); and (c) any amounts owed to GovWell under this Agreement will become immediately due and payable. Sections 1 (Definitions), 3.2 (Restrictions), 3.3 (Ownership), 3.5 (Open Source Software), 4 (Fees and Expenses; Payments), 8 (Disclaimer), 9 (Limitation of Liability), 10 (Confidentiality), 11 (Indemnification), 12.2 (Termination for Breach), 12.3 (Effect of Termination), and 13 (Miscellaneous) will survive expiration or termination of this Agreement for any reason.

12.4 Data Extraction. For twenty (20) days after the end of the Term, as applicable, GovWell will make Customer Content available to Customer through the GovWell Solution on a limited basis solely for purposes of Customer retrieving Customer Content, unless GovWell is instructed by Customer to delete such data before that period expires. After such period, GovWell will discontinue all use of Customer Content and destroy all copies of Customer Content in its possession.

13. MISCELLANEOUS.

13.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for New Castle County, Delaware for any lawsuit filed there against Customer by GovWell arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13.2 Export. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from GovWell, or any products utilizing such data, in violation of the United States export laws or regulations.

13.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.5 No Assignment. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

13.6 Compliance with Law. Customer will, and will ensure that all Authorized Users, always comply with all foreign and domestic laws, ordinances, regulations, and statutes that are applicable to its and their purchase and use of the Services, Licensed Material and Documentation.

13.7 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

13.8 Independent Contractors. Customer's relationship to GovWell is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of GovWell.

13.9 Notices. All notices required or permitted under this agreement must be delivered in writing, if to GovWell, by emailing Troy LeCaire, CEO (troy@govwelltech.com) and if to Customer by emailing the Customer Point of Contact email address listed on the Cover Page, provided, however, that with respect to any notices relating to breaches of this agreement or termination, a copy of such notice will also be sent in writing to the other party at the address listed on the Cover Page by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may

1.2 Timeline

GovWell is committed to bringing the Customer live as quickly as possible and will make commercially reasonable efforts to do so. While the deployment timeline will be discussed and generally targeted during the deployment kickoff meeting, the inherently variable nature of deployment processes means that no specific timeline is guaranteed. GovWell is not responsible for delays resulting from incomplete or inaccurate inputs, delayed responses, or changes in the availability of key Customer personnel, including due to vacations, leave, or other time off.

1.3 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is necessary to achieve a smooth and effective deployment. Customer responsibilities include, but are not limited to:

- Assign a primary point of contact for each software module to coordinate deployment activities.
- Participate in scheduled virtual meetings with the GovWell Deployment Strategist.
- Submit all requested information and materials in the required formats and within specified timeframes.
- Review and test configurations, provide feedback and approvals to GovWell promptly.
- Complete all onboarding forms required by GovWell's integrated payment processor, Finix (GovWell does not support alternative payment processors).
- Facilitate an introduction to a point of contact responsible for GIS.

1.4 Exclusions & Terms

- Deployment Services do not include custom application development or third-party integrations (other than the ones specified in Section 1.1 (Scope)).
- Additional Deployment Services beyond the initial scope may be subject to additional fees specified in section 4 of this SOW.

2. Data Migration Services

GovWell and the Customer will collaborate to migrate the Customer's data into the GovWell software platform for the modules specified in the Order Form. A dedicated GovWell Data Expert will be assigned to coordinate the data migration process and manage the activities necessary to prepare the Customer's data for use within the platform (the "Data Migration Services").

2.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully migrate data into GovWell.

- Review and consultation with a GovWell Data Expert to determine project goals, which legacy data is relevant for migration, and appropriate mappings from into GovWell database model.