

Bellevue City Council Meeting

Tuesday, June 2, 2026 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE

2. INVOCATION - Pastor Bryan Rice, Christ the King Lutheran Church, 7308 South 42nd Street, Bellevue.

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 (P) are approved where this item is, unless otherwise removed*)

1. (P) Approval of the May 19, 2026 City Council Minutes.

6. APPROVAL OF CLAIMS - June 2, 2026

7. SPECIAL PRESENTATIONS: NONE

8. ORGANIZATIONAL MATTERS: NONE

9. APPROVED CITIZEN COMMUNICATION:

a. Traffic concerns on Cedar Island Road and Linda Street - Ed & Linda Veneck, 2624 Linda Street.

10. LIQUOR LICENSES:

a. Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for Lucky Fortune Inc. dba "Sakai Sushi Train" located at 555 Cornhusker Road Suite 203, Bellevue, NE 68005 and Tommy D. Pang as Manager; and approval of a temporary operating permit. (City Clerk)

b. Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "C" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale, for Donkey Barn LLC dba "The Donkey Barn", located at 2902 Samson Way, Bellevue, NE 68123 and David Blamble as Manager. (City Clerk)

11. ORDINANCES FOR ADOPTION (3rd reading):

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

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

12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE

13. ORDINANCES FOR INTRODUCTION (1st reading): NONE

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

15. RESOLUTIONS:

a. Resolution No. 2026-10: Approve and authorize the Mayor to sign the Resolution to award the Bellevue Major Streets Resurfacing Project to Oldcastle Materials Midwest Co. dba OMNI Engineering in the amount not to exceed \$1,771,336.10. (Public Works Director)

b. Resolution No. 2026-11: Approve and authorize the Mayor to sign the Resolution approving the Sarpy County and Cities Wastewater Agency Proposed FY 2026-2027 Budget. (Public Works Director)

16. CURRENT BUSINESS:

- a. Approve quote with Doll Construction to complete dirt work to construct berms, electrical work, and concrete work at the future Bellevue Firearm Range, in an amount not to exceed \$236,763.00. (Police Chief)
- b. Approve the purchase of the surveillance system from Atronic Alarms, in an amount not to exceed \$44,792.20. (Captain Tim Melvin)
- c. Approve and authorize the Mayor to sign the agreement with Schemmer Associates for Amendment No. 1 on Reconstruction Projects for Fontenelle Hills and Forest Hills, in the amount not to exceed \$699,960.00. (Public Works Director)
- d. Approve final payment application in an amount not to exceed \$13,255.50, approve project as substantially complete, and accept final project quantities. (Public Works Director)
- e. Approve and authorize the Mayor to sign the agreement with Felsburg Holt & Ullevig for Capehart Road, from 36th Street to 48th Corridor Traffic Study, in an amount not to exceed \$90,000.00. (Public Works Director)
- f. Approve and authorize the Mayor to sign the Project Proposal and Waiver from OPPD to install a new transformer and cable to provide service for the Quail Creek Lift Station, in an amount not to exceed \$42,060.00. (Public Works Director)
- g. Approve and authorize the Mayor to sign the acquisition of Temporary and Permanent Easements and the Acquisition Contract with KTC, LLC for TRACTS 3-KTC for the WW26 (6) Interceptor Sewer and SCCWWA Connection to Structure C Project, in an amount not to exceed \$34,241.00. (Public Works Director)
- h. Approve and authorize the Mayor to sign the acquisition contract for TRACT 3 - Davies for the WW26(5) Interceptor Sewer and SCCWWA Connection to Structure C project, in an amount not to exceed \$34,957.00. (Public Works Director)
- i. Approve and authorize the Mayor to sign a Proposal from Heimes Corp. for the emergency repair of a failed concrete pipe at 1507 Cobblestone Lane Circle, in an amount not to exceed \$138,744.00. (Public Works Director)
- j. Approve and authorize the Mayor to sign the agreement with Alfred Benesch & Co. for Engineering Services for the 2026 Concrete Projects - Package 1, in an amount not to exceed \$163,323.00. (Public Works Director)
- k. Approve and authorize the Mayor to sign the Settlement Agreement and Mutual Release of all claims with Mr. Earl Johnson, in exchange for payment in an amount not to exceed \$175,000.00. (Legal)

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

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b1.
6/2/2026

Bellevue City Council Meeting, May 19, 2026, Page 1

A regular meeting of the Mayor and City Council of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on May 19, 2026 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw. Absent: none.

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Pastor Dave Scrobeck, Spirit Life Church, 4815 Harrison Street, provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Casey, seconded by Burns, to approve the consent agenda consisting of the following items: Approval of May 5, 2026 City Council Minutes. Roll call vote to approve the consent agenda was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

APPROVAL OF CLAIMS:

Motion was made by Preister, seconded by Burns, to approve May 19, 2026 Claims. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION:

Traffic on Cedar Island Road and Linda Street - Linda Veneck

Ms. Veneck was not present to speak on her request.

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (3rd Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (2nd Reading):

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

Ordinance No. 4216: An ordinance to amend sections 5.26, 5.27, and 5.28 of the City of Bellevue, Nebraska Zoning Ordinance regarding requiring a Conditional Use Permit for self-storage facilities in the FX, ML, and MH Zoning Districts; to repeal such sections as heretofore existing; to provide an effective date of the ordinance; and to provide for the publication of this ordinance in pamphlet form. Now, therefore, be it ordained by the Mayor and Council of the City of Bellevue, Nebraska was read for the 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. Geoff McGregor, 11750 Stonegate Circle, Omaha, representative of Lock Box Storage, spoke in opposition of the request.

MINUTE RECORD

Bellevue City Council Meeting, May 19, 2026, Page 2

Mr. McGregor understands the reasoning behind the proposed request. However, he feels a general compromise would be to allow existing facilities to expand, without requiring a conditional use permit. Discussion followed.

Councilman Preister requested clarification from Mrs. Palm on the request.

Mrs. Tammi Palm, Planning Director, explained currently the storage units in those zoning districts are allowed as permitted uses. She explained the amendment would still allow them, with oversight from the City Council as a conditional use. She stated she is not opposed to an amendment compromise if that is what the council wishes. She proposes language that was written such that any existing facilities, at the time this ordinance is enacted, would be allowed to expand their facility, by right, as long as it is on the existing land platted at the time of this ordinance.

Councilman Preister stated his concern is in the past, there have been issues with compromise.

Councilman Casey clarified if a business currently has the storage unit as permitted use and sells the business, how would the future business expand. Mrs. Palm explained under the way it is currently proposed, they would need a conditional use permit scenario, with City Council oversight. Conversation ensued.

Mayor Hike explained the city needs to look at future development as it is landlocked with the base, AICUZ zone, and floodplain development. It is very important to develop land available correctly to bring in sales tax.

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 June 2, 2026.

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

Ordinance No. 4217: An Ordinance to amend Chapter 21, of the Bellevue Municipal Code by adding a new Article III, Sections 21-38 to 21-48 to hereby establish in the city a museum which shall forever be kept and maintained by the city, and shall be known as the Bellevue Museum; to repeal conflicting ordinances and sections and to provide an effective date was read for the second time and a public hearing was held.

Mr. Brian Hanson, 2704 Georgia Avenue, questioned if there is public support for the museum. He inquired if this is something the city is going to pour money into and nobody will care about or is this something that is going to be viable. He inquired if there were studies done or what type of interest level there is.

Mayor Hike explained there were no official surveys done but the City Council represents the people. He stated he has received nothing but positive comments on starting a historical museum. He believes it is very important that Bellevue maintains its history.

Councilman Preister commented he has informally talked to people for over a year. There were concerns with the challenges of Sarpy County Historical Society and there is currently no museum. From his perspective there needs to be a way to work together for the interest of the county and Bellevue needs to maintain its history.

Ms. Cathy Talmadge, 501 Martin Drive, member of Sarpy County Historical Society. She stated she is not opposed to having a Bellevue Museum. She commented she has concerns with this happening far too quickly, the proposed location of the museum, how big it will be, and what is going to go in it. She feels the museum should be in the historic area of Bellevue. She explained when the Sarpy County Museum was active, the average week would have less than ten people, more like 2-3 people. She has concerns with the cost associated with remodeling the current building to make the museum useful. She questioned what artifacts will be in the museum. Currently the artifacts belong to the Sarpy County Historical Society. They don't belong to the county or the city. For the artifacts to be transferred, there needs to be a deaccession as this is federal and state legal requirement.

Ms. Debra Reinard, 1415 Cherry Tree Lane, Papillion, President of Sarpy County Historical Society, mentioned the historical society has been around since the 1930's and has worked hard at preserving the history of all the cities in Sarpy County and will continue to do so.

Mr. Kevin Pflager, 1615 Bellevue Blvd. N., questioned the discrepancy between the city's number of \$70,000 and the Historical Society's number of \$200,000. Also, the discrepancy on the dates, where the Historical Society thought they had until December 31st to be out and the actual June 1st date.

Councilman Casey commented from the Historical Society position and City of Bellevue's position the artifacts and history of Bellevue need to be preserved. He feels a discussion should be had with the Historical Society and the city on how to meet that goal. He questioned the Historical Society if the June 1st deadline was extended 60 days, would they be willing to sit down and have a discussion with the city. A MOU could be established to include how to move forward with the artifacts and the museum.

Ms. Reinard replied 60 days would be appreciated. She could present a MOU to the board and legal for review.

MINUTE RECORD

Bellevue City Council Meeting, May 19, 2026, Page 3

Councilman Casey questioned if the Historical Society would be willing to stop boxing up the items while trying to reach an agreement and have discussion with the city.

Ms. Reinard questioned how soon the conversation could take place. They are currently paying for storage and asked if the City Council could help with that. Mayor Hike questioned where the items are being stored. Ms. Reinard stated there in climate-controlled storage units in various locations.

Mayor Hike stated the county came to the city and advised the county would be done with the museum effective April 1, 2026, then it was extended to June 1st. When the city was on the premises, there was discussion to go to the end of the year. There was nothing in writing but an intent to go to the end of the year. Ms. Reinard mentioned she asked if she should sign a lease with the city.

Mr. Jim Ristow, City Administrator, explained the county used to fund the museum \$100,000. Now the city has stepped in to pay the utilities and maintenance of the property. Ms. Talmadge advised OPPD was there today to turn off the electricity because the new owner has not done the paperwork to keep the electricity going. So, they had to put the utilities in their name. Mr. Ristow stated the city has not ordered a shut-off. They were working through the process of taking it over once vacated. Sarpy County advised they are no longer going to fund the museum. He cannot explain why OPPD shut off the utilities.

Ms. Reinard advised Sarpy County has not informed them they will not continue to fund the Historical Society. She stated funding is still in their budget.

Mr. Ristow explained in a conversation with the county the city was advised they would no longer be providing funding. He referred to Mr. Hanson's question regarding how the city will fund the museum. He explained funding will come from the Community Betterment Fund. Conversation ensued.

Councilman Burns agrees in the next 60 days have a discussion between the city and the Historical Society to reach an agreement and work together in good faith. Discussion followed on setting up a meeting.

Mr. Ristow stated they will give 60 days from June 1, 2026 and to not move anything out until a MOU is reached.

Councilwoman Welch questioned if any other cities have approached the Historical Society on moving the museum to their city. Ms. Reinard replied she had conversations with them, but nobody had asked them to come to their city. Councilwoman Welch commended the City Administrator and Mayor for stepping up to do something. Ms. Reinard stated the administration has stepped up for Bellevue Museum but not a Sarpy County Museum. Councilwoman Welch stated this is why a discussion needs to be had between the city and society. Ms. Talmadge stated the Historical Society has only been asked for Bellevue items. Discussion followed.

Councilman Preister questioned Ms. Reinard if she is okay with meeting in the next two weeks. She replied yes.

Councilman Burns inquired if there are council members who will be available. Councilwoman Collin replied she will be available. Mr. Ristow replied they will schedule a meeting the first thing in the morning.

Ms. Aimee Bataillon, City Attorney, requested the Historical Society Board supply information to her legal team on what they would like to include in the MOU prior to when they meet. 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 June 2, 2026.

ORDINANCES FOR INTRODUCTION (1st reading):

Ordinance No. 4218: Approve the Sale and Conveyance of City Property to Wonder Lodging LLC and to sign the Purchase & Sale Agreement. (Economic & Community Development Director) **(Request to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting)**

Ordinance No. 4218: An ordinance to approve the sale and conveyance of 6,997 acres more or less of city property to Wonder Lodging, LLC and to provide an effective date.

Motion was made by McCaw, seconded by Collins, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting. Roll call vote to approve the motion was as follows: Welch, Preister, Burns, Collins, and McCaw voted yes; voting no: Casey; abstain: none; absent: none. Motion carried.

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

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Bellevue City Council Meeting, May 19, 2026, Page 4

Mr. Gary Friedenbach, 520 Fontenelle Court, mentioned he had met with the Mayor in July 2023, where he introduced him to the Mr. Harrison Johnson, Economic Development Director (EDD) for the city. He was informed by Mr. Johnson that a waterpark would be developed in the city. Mr. Friedenbach stated he expressed interest in developing a hotel next to the waterpark. In March 2024, he sent a letter of interest to Mr. Johnson. Mr. Friedenbach mentioned he had also had discussion with Rick Coleman with ARM, a company located in Texas. He stated Mr. Coleman was also interested in building a hotel. He stated he was never once told by the city that they did not want Mr. Friedenbach to build a hotel in the area. He mentioned about ten days ago he contacted Mr. Johnson. At that time Mr. Johnson informed him the city was selling the land to ARM out of Texas. He is appalled the city approved to sell the land in Texas and not to a local developer.

Mr. Ristow explained to Mr. Friedenbach they will probably agree and disagree on some of the timelines and issues. He stated at some point there was a disconnect and Mr. Friedenbach stated to Mr. Johnson the project wasn't moving fast enough, so he was out. Conversations occurred where Mr. Friedenbach was out, then he was back in. Mr. Ristow stated one of the key elements for the development was the climate-controlled walkways between the two hotels to the waterpark. He advised there was a concern on Mr. Friedenbach's end because there is a financial cost to the hotel. The cost of installing the climate-controlled walkways would be the hotel developers. Mr. Friedenbach said he didn't want to do that. Ultimately, as it went back and forth, the project has to move forward. Mr. Ristow stated Mr. Coleman came in and purchased both lots with the intent to sell the lot to Mr. Friedenbach if he was still interested in building a hotel.

Discussion occurred on the disconnect between Mr. Coleman and Mr. Friedenbach.

Mr. Ristow advised Mr. Friedenbach that Mr. Coleman is still interested in selling the land to him.

Conversation ensued on the opportunity to buy land to develop.

Mayor Hike commented that Mr. Friedenbach showed disinterest on the climate-controlled walkway and disinterest on the project. He advised these buildings need to be developed at the same time.

Mr. Friedenbach stated he is disappointed the city never contacted him to inform him they decided to sell the land to Mr. Coleman.

Mr. Ristow advised he will arrange a meeting with Mr. Friedenbach and Mr. Coleman.

Mr. Friedenbach stated his concern is Mr. Coleman will increase the purchase price of the land. Mr. Ristow stated unless he puts improvement into the property, he does not foresee that happening.

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

Mayor Hike declared the public hearing closed.

Motion was made by Welch, seconded by McCaw, to approve Ordinance No. 4218: An ordinance to approve the sale and conveyance of 6,997 acres more or less of city property to Wonder Lodging, LLC and to provide an effective date and to sign the Purchase & Sale Agreement. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Recommendation to approve the Special Fireworks Application for Bellino Fireworks to provide a special fireworks display for Bellevue Rocks Festival on Thursday, June 4, 2026, American Heroes Park, beginning at approximately 10:00 p.m. (City Clerk)

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

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

Mayor Hike declared the public hearing closed.

Motion was made by Welch, seconded by Collins, to approve the Special Fireworks Application for Bellino Fireworks to provide a special fireworks display for Bellevue Rocks Festival on Thursday, June 4, 2026, American Heroes Park, beginning at approximately 10:00 p.m. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

RESOLUTIONS:

Resolution No. 2026-09: Requesting the Sarpy County Board of Commissioners cede zoning jurisdiction of that part of said Tax Lots 15 and 17, Section 26, along with Part of Tax Lot 1 in Section 25, within its zoning jurisdiction to the City of Bellevue and authorize the Mayor to sign. (Planning Director)

MINUTE RECORD

Bellevue City Council Meeting, May 19, 2026, Page 5

Motion was made by Casey, seconded by McCaw, to approve Resolution No. 2026-09: Requesting the Sarpy County Board of Commissioners cede zoning jurisdiction of that part of said Tax Lots 15 and 17, Section 26, along with Part of Tax Lot 1 in Section 25, within its zoning jurisdiction to the City of Bellevue and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the Master Agreement Work Order #5 for the Bellevue Entertainment District, in an amount of -\$3,800.00. (Public Works Director)

Motion was made by Collins, seconded by Welch, to approve and authorize the Mayor to sign the Master Agreement Work Order #5 for the Bellevue Entertainment District, in an amount of -\$3,800.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign Change Order #2 with Vrana Civil for the Bellevue Entertainment District Phase I Infrastructure for Hidden Valley intersection work, in an amount not to exceed \$259,385.84. (Public Work Director)

Motion was made by Collins, seconded by McCaw, to approve and authorize the Mayor to sign Change Order #2 with Vrana Civil for the Bellevue Entertainment District Phase I Infrastructure for Hidden Valley intersection work, in an amount not to exceed \$259,385.84. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

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

Motion was made by Casey, seconded by Preister, to approve and authorize the Mayor to sign Change Order #3 with Vrana Civil for the Bellevue Entertainment District Phase I Infrastructure for storm sewer revision, in an amount not to exceed \$50,181.50. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

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

Motion was made by Collins, seconded by McCaw, to approve and authorize the Mayor to sign the Agreement with HDR for the American Heroes Park Floodplain Permit, in an amount not to exceed \$35,900.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

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

Motion was made by Casey, seconded by Collins, to approve and authorize the Mayor to sign the Agreement and execute the Notice of Award with Navarro Lawn & Landscape (NLL Enterprise) for the 2026 Concrete Projects - Package 2, in an amount not to exceed \$886,992.50. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

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

Motion was made by McCaw, seconded by Casey, to approve and authorize the Mayor to sign the Agreement and execute the Notice of Award with Stanek Industries LLC for the 2026 Concrete Projects - Package 1, in an amount not to exceed \$763,049.50. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

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

Motion was made by Welch, seconded by Collins, to approve the purchase of Front-End Loader Plow Equipment from Henderson Equipment for the Streets Department, in an amount not to exceed \$16,824.75. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, May 19, 2026, Page 6

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

Motion was made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign the proposal from Cornhusker International Trucks to purchase a single-axle hook truck with anti-icing & plow equipment for Street Department, in an amount not to exceed \$376,544.20. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

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

Motion was made by Collins, seconded by McCaw, to approve and authorize the Mayor to sign the Proposal and Waiver with Omaha Public Power District to remove and relocate streetlights along Hidden Valley Drive for the Bellevue Entertainment District Project, in an amount not to exceed \$28,679.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

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

Motion was made by McCaw, seconded by Casey, to approve and authorize the Mayor to sign the Proposal and Waiver with Omaha Public Power District to install decorative lighting for the Bellevue Bay Entertainment District Project, in an amount not to exceed \$394,050.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

ADMINISTRATION REPORTS:

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

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Welch, seconded by Collins, the meeting was adjourned at 7:23 p.m.

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

Shirley Harbin, Deputy City Clerk

Rusty Hike, Mayor

I, the undersigned, Deputy City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the City Council on May 5, 2026; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Shirley Harbin, Deputy City Clerk

MINUTE RECORD

6.
6/2/2026

CLAIMS FOR 2026/06/02 COUNCIL MEETING

PAGE 1

MAYOR

CORNHUSKER PARKING	PC-PARKING FOR CONFERENCE	13.50
		<u>\$ 13.50</u>

CITY ADMINISTRATOR

ABM PARKING, EPPLEY	PC-PARKING FOR CONFERENCE	72.00
AMERICAN AIR LINES	PC-AIR FARE FOR CONFERENCE	671.80
BLACK HILLS ENERGY	2026/03/31-04/30 MONTHLY SERVICE	54.14
CANTH AWARDS	PC-RETIREMENT CLOCK-AUSTIN	95.23
CAPITAL BUSINESS SYSTEMS, INC	2026/04/13-05/12 COPIER EXPENSE	61.40
IDEAL PURE WATER COMPANY	WATER BOTTLES	74.90
JIMMY JOHNS	PC-MEETING LUNCH-PRAIRIE FARM	78.75
KWIK SHOP #0688	PC-FUEL FOR CITY VEHICLE	56.95
METROPOLITAN UTILITIES DIST	2026/04/05-05/04 MONTHLY SERVICE	26.20
OMAHA WORLD HERALD	PC-2026/04/30M DIGITAL SUBSCRIPTION	19.99
OMAHA WORLD-HERALD	PC-2026/03/31M SUBSCRIPTION	19.99
OPENAI	PC-2026/03/30-04/30 SUBSCRIPTION	20.00
OPENAI	PC-2026/02/28-03/30 SUBSCRIPTION	20.00
SPARTAN NASH STORES, LLC	PC-DRINKS FOR OFFICE	83.52
UBER TRIP	PC-UBER TRANSPORTATION	120.17
WSJ/BARRONS SUBSCRIPTION	PC-2026/03/15 WSJ SUBSCRIPTION	58.84
WSJ/BARRONS SUBSCRIPTION	PC-2026/04/15 WSJ SUBSCRIPTION	58.84
WSJ/BARRONS SUBSCRIPTION	PC-2026/02/28M WSJ SUBSCRIPTION	58.84
		<u>\$ 1,651.56</u>

LEGAL

BLACK HILLS ENERGY	2026/03/31-04/30 MONTHLY SERVICE	9.55
EXPRESS CARRIAGE PARK-LINCOLN	PC-PARKING FEE	3.00
HOUGHTON BRADFORD WHITTED PC, LLO	2026/04/02-04/30 PROFESSIONAL SERVICES-CASE 5078-0002	455.00
HOUGHTON BRADFORD WHITTED PC, LLO	2026/04/02-04/30 PROFESSIONAL SERVICES-CASE 5078-0003	455.00
METROPOLITAN UTILITIES DIST	2026/04/05-05/04 MONTHLY SERVICE	4.62
NEBRASKA.GOV	PC-JUSTICE CASE LISTING	139.00
THOMSON REUTERS - WEST	PC-2026/03/31M SUBSCRIPTION	636.00
THOMSON REUTERS - WEST	PC-2026/02/28M ONLINE SUBSCRIPTION	636.00
		<u>\$ 2,338.17</u>

CABLE ADVISORY

BLACK HILLS ENERGY	2026/03/31-04/30 MONTHLY SERVICE	47.77
METROPOLITAN UTILITIES DIST	2026/04/05-05/04 MONTHLY SERVICE	23.12
		<u>\$ 70.89</u>

CITY CLERK

BLACK HILLS ENERGY	2026/03/31-04/30 MONTHLY SERVICE	82.82
CAPITAL BUSINESS SYSTEMS, INC	2026/03/26-04/25 COPIER EXPENSE	210.64
COLUMN SOFTWARE, PBC	PC-LEGAL ADS	1,134.42
COLUMN SOFTWARE, PBC	PC-LEGAL ADS	727.01
HILLCREST FREEDOM VILLAGE	2026/05/21 TIF 8779 HILLCREST FREEDOM VILLAGE-I	111,862.52
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
IVY PROPERTIES, IN	2026/05/21 TIF 8778 IVY PROPERTIE-INT	10,082.48
IVY PROPERTIES, IN	2026/05/21 TIF 8778 IVY PROPERTIES-PRINC	16,609.59
MARATHON EQUITY, LLC	2026/05/21 TIF 8776 MARATHON EQUITY-INT	17,392.53
METROPOLITAN UTILITIES DIST	2026/04/05-05/04 MONTHLY SERVICE	40.06

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CITY CLERK (CONT'D)

MRES ASCEND HOLDINGS, LLC	2026/05/21 TIF 8775 MRES ASCEND SOUTHWOODS-PRINC/INT	126,595.71
ONE SOURCE	PC-BACKGROUND CHECKS	22.00
PARKING MANAGEMENT	PC-PARKING FOR CLERK'S SCHOOL	33.00
ROYCE CORNHUSKER, LLC	2026/05/21 TIF 8793 ROYCE CORNHUSKER-INT	9,591.08
ROYCE CORNHUSKER, LLC	2026/05/21 TIF 8793 ROYCE CORNHUSKER-PRINC	1,644.39
ROYCE CORNHUSKER, LLC	2026/05/21 TIF 8798 ROYCE CORNHUSKER #2-INT	9,838.31
ROYCE CORNHUSKER, LLC	2026/05/21 TIF 8798 ROYCE CORNHUSKER #2-PRINC	17,908.77
ROYCE CORNHUSKER, LLC	2026/05/21 TIF 8799 ROYCE CORNHUSKER #3-INT	3,808.57
ROYCE CORNHUSKER, LLC	2026/05/21 TIF 8799 ROYCE CORNHUSKER #3-PRINC	9,656.52
TKC CHANDLER, LLC	2026/05/21 TIF 8731 TKC CHANDLER LLC-INT	42,355.52
		\$ 379,625.94

FINANCE/RISK MANAGEMENT

AATRIX EFILE CENTER	PC-ADDITIONAL 1099-NEC FILING	67.04
AMAZON.COM, LLC	PC-PENS, UTILITY KNIVES, LABEL MAKER	203.84
BLACK HILLS ENERGY	2026/03/31-04/30 MONTHLY SERVICE	70.07
CAPITAL BUSINESS SYSTEMS, INC	2026/04/09-05/08 COPIER EXPENSE	18.85
CNA SURETY DIRECT BILL	PC-2026/03/05-2027/03/04 SURETY BOND-TORDOFF, SEVERSON	875.00
DVORAK LAW GROUP	PROFESSIONAL SERVICES THRU 2026/04/30-AUDIT RESPONSES	250.00
METROPOLITAN UTILITIES DIST	2026/04/05-05/04 MONTHLY SERVICE	33.90
QUADIENT FINANCE USA, INC	2026/04 REFILL ACCT 9893 PD 2026/05/18	1,000.00
QUADIENT FINANCE USA, INC	2026/04 SUPPLIES ACCT 9893 PD 2026/05/18	41.80
		\$ 2,560.50

LIBRARY

AMAZON.COM, LLC	PC-COPY PAPER, PRINTER CARTRIDGES, CHARGER BLOCK, PRINTER FILAMENT, PROGRAM SUPPLIES, FISH TANK RODS, BALLOONS, FRAMES, OFFICE SUPPLIES, SAND BAGS, BOOKS, DVD'S	5,910.64
ALEX KAVA BOOKS	PC-BOOKS	59.45
BELLEVUE PRINTING COMPANY	WINDOW ENVELOPES	314.60
CAPITAL BUSINESS SYSTEMS, INC	2026/04/10-05/09 COPIER EXPENSE	596.95
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	95.88
CENTURY LINK	2026/05/11-06/10 MONTHLY SERVICE	147.27
CHICAGO DISTRIBUTION CENTER	PC-BOOKMARKS, POSTERS	108.50
CHOOSECO LLC	PC-SHIPPIING FOR CYOA BOOK CLUB PRIZE PACKS	8.65
CNA SURETY DIRECT BILL	PC-2026/03/03-2030/03/03 NOTARY BOND-WERTHER, MISCHKE	80.00
CNA SURETY DIRECT BILL	2026/05/12-2030/05/12 NOTARY BOND-LACOSSE	40.00
COLUMN SOFTWARE, PBC	PC-LEGAL AD	34.90
COMPUTYPE, INC - 139154	BARCODES 3-YEAR SUPPLY, SHIPPING	1,461.40
DEMCO	PC-CUSTOM RUBBER STAMP	27.84
HOLDREGE AREA PUBLIC LIBRARY	LOST INTERLIBRARY LOAN DVD SET	32.00
HOSTGATOR.COM	PC-2026/03/26-04/25 MONTHLY DOMAIN MAINTENANCE	87.99
HOSTGATOR.COM	PC-2026/02/26-03/25 MONTHLY DOMAIN MAINTENANCE	87.99
INDOFF, INC	PC-COPY PAPER	598.40
INFOSAFE SHREDDING	ON-SITE SHREDDING	40.00
INGRAM LIBRARY SERVICES LLC	BOOKS	1,854.31
J P COOKE COMPANY	PC-NOTARY STAMPS-WERTHER, MISCHKE	183.00

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LIBRARY (CONT'D)

MATRIX BUSINESS SYSTEMS INC	2026/03/29-04/30 COPIER EXPENSE	24.12
NEBRASKA LIBRARY ASSOCIATION	PC-2026/04/01-2027/03/30 RENEW MEMBERSHIPS-14 EMPLOYEES	805.00
OFFICE DEPOT	PC-COPY PAPER	159.96
QUADIENT FINANCE USA, INC	2026/04/30M LIBRARY NEOSHIPS PD 2026/05/18	877.28
WALMART SUPERCENTER	PC-DECORATING ICING	25.44
WILDLIFE LEARNING ENCOUNTERS	PC-2026/07/18 SUMMER READING PROGRAM	395.00
		\$ 14,056.57

ADMINISTRATIVE SERVICES/PERSONNEL

ABBOTT ESCREEN, INC	PC-PRE-EMPLOYMENT DRUG SCREEN FEE	300.00
BLACK HILLS ENERGY	2026/03/31-04/30 MONTHLY SERVICE	54.14
IDEAL PURE WATER COMPANY	BOTTLED WATER	81.00
METROPOLITAN UTILITIES DIST	2026/04/05-05/04 MONTHLY SERVICE	26.20
ONE SOURCE	BACKGROUND CHECKS	139.00
PRICELINE	PC-RENTAL CAR FOR TRAINING	66.46
UKG INC	2026/04/30M UKG PRO USAGE OVERAGE FEE	459.62
UNITED STATES POSTAL SERVICE	PC-MAILING CHARGE	18.74
		\$ 1,145.16

CODE ENFORCEMENT

AMAZON.COM, LLC	PC-SELF INKING STAMP, PRINTER CARTRIDGES, MAGNETIC HOOKS	240.99
BLACK HILLS ENERGY	2026/03/31-04/30 MONTHLY SERVICE	5.19
CAPITAL BUSINESS SYSTEMS, INC	2026/04/10-05/09 COPIER EXPENSE	48.12
CLAYTON GRUHN	101 KAYLEEN DR TREE REMOVAL	1,395.00
CNA SURETY DIRECT BILL	PC-SURETY BOND-FOREMAN	40.00
METROPOLITAN UTILITIES DIST	2026/04/07-05/04 MONTHLY SERVICE	7.59
NEBRASKA SECRETARY OF STATE	PC-2026/03/12-2030/03/12 NOTARY RENEWAL-E	32.50
		\$ 1,769.39

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW 240122-GOOGLE FIBER INSTALL 2026/04/06-05/03	7,655.31
AMAZON.COM, LLC	PC-PICTURE FRAME, RUBBER BANDS, FILE ORGANIZERS, PENCILS, RETIREMENT DECORATIONS	57.90
AMERICAN COUNCIL OF ENGINEERING	PC-ETHICS WEBINAR-KRAGER	25.00
AMERICAN PUBLIC WORKS ASSOCIATION	2025/11/01-2026/10/31 APWA MEMBERSHIP	1,265.00
BLACK HILLS ENERGY	2026/03/31-04/30 MONTHLY SERVICE	8.72
CHARLES VRANA & SONS CONSTRUCTION CO	BPW 240802 BELLEVUE ENTERTAINMENT DIST THRU 2026/05/09	134,059.25
COLUMN SOFTWARE, PBC	PC-LEGAL AD	56.72
HDR ENGINEERING, INC	BPW 240603-SCWWA CONNECTION EVAL-2026/03/29-05/02	13,982.91
JEO CONSULTING GROUP, INC	BPW 260109-PCSMP & SWPPP REVIEW FY 2026 THRU 2026/05/01	3,311.25
METROPOLITAN UTILITIES DIST	2026/04/07-05/04 MONTHLY SERVICE	12.74
NEBRASKA FURNITURE MART	PC-CREDIT-DESK CHAIR	(224.69)
NEBRASKA FURNITURE MART	PC-DESK CHAIR	224.69
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL FUEL	5,767.00
NEBRASKA WATER ENVIRONMENT	PC-2026 GREAT PLAINS CONFERENCE-KRAGER	210.00
PRECISE MRM LLC	2026/04/30M FLAT DATA PLAN	92.00
TRISTAR CLAIMS MANAGEMENT SERVICES,	2026/04/30M WC DISBURSEMENTS	640.20
UNION PACIFIC RAILROAD COMPANY	LICENSE AUDIT # 321127-ENT DIST AGREEMENT	1,500.00
WALMART SUPERCENTER	PC-NAPKINS, PLASTIC CUPS & CUTLERY	39.44
		\$ 168,683.44

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PARKS

HOME DEPOT	PC-NUTS, WASHERS	136.67
AMAZON.COM, LLC	PC-DOG WASTE STATION ROOL BAGS, CALENDAR	97.99
AMERICAN FENCE COMPANY	AHP FOUNTAIN - EXTEND FENCING FOR ELECTRICAL	1,767.60
	PANEL, REPAIR POLICE DEPT FENCE	
A-RELIEF SERVICES	2026/04/18-05/15 OLD CHURCH	199.00
A-RELIEF SERVICES	2026/04/14-05/11 PORTABLE RESTROOMS-AHP	831.00
BLACK HILLS ENERGY	2026/03/31-04/30 MONTHLY SERVICE	150.16
CAPITAL BUSINESS SYSTEMS, INC	2026/04/11-05/10 COPIER EXPENSE	45.34
COX BUSINESS SERVICES	2026/05/31M MONTHLY SERVICE	107.39
HD SUPPLY FACILITIES MAINTENANCE	JANITORIAL SUPPLIES	102.66
MENARDS	PC-AIR FRESHENER, FENCE PARTS, CONCRETE,	276.87
	SPRINKLER HEADS SUPPLIES, DRIVE BITS	
METROPOLITAN UTILITIES DIST	2026/04/01-04/06 MONTHLY SERVICE	93.56
METROPOLITAN UTILITIES DIST	2026/04/05-05/04 MONTHLY SERVICE	421.73
METROPOLITAN UTILITIES DIST	2026/04/07-05/05 MONTHLY SERVICE	62.78
METROPOLITAN UTILITIES DIST	2026/04/07-05/07 MONTHLY SERVICE	47.44
METROPOLITAN UTILITIES DIST	2026/04/09-05/07 MONTHLY SERVICE	230.04
PILGRIM LANDING GARDEN CLUB	MOU PILGRIMS LANDING GARDEN CLUB REIMB	514.37
PRECISE MRM LLC	2026/04/30M FLAT DATA PLAN	299.00
WESTLAKE ACE HARDWARE	PC-WIRE CUPS	14.99
		\$ 5,398.59

RECREATION

AQUA-CHEM	CHEMICALS FOR POOLS	2,539.65
BAKERS BELLEVUE	PC-HAND SOAP FOR CONCESSIONS	28.50
BELLEVUE EAST HIGH SCHOOL	REIMB SERVICES FOR FLAG FOOTBALL AND SOCCER	3,882.00
	LEAGUES	
COX BUSINESS SERVICES	2026/05/31M MONTHLY SERVICE	83.39
DICK'S CLOTHING AND SPORTING GOODS	PC-BASEBALLS, SOCCER BALLS, FOOTBALLS	4,865.53
JIMMY JOHNS	PC-FOOD FOR MEETING	25.87
JO DONS	WIRE STAKES FOR SIGNS	83.50
MENARDS	PC-PAINT FOR RECREATION TRAILER	50.98
METROPOLITAN UTILITIES DIST	2026/04/05-05/04 MONTHLY SERVICE	651.43
METROPOLITAN UTILITIES DIST	2026/04/07-05/04 MONTHLY SERVICE	182.79
METROPOLITAN UTILITIES DIST	2026/04/07-05/05 MONTHLY SERVICE	454.88
MIDWEST IMPRESSIONS	TRACK CLUB SHIRTS, SPORTS CAMP T-SHIRTS,	3,061.00
	UMPIRE SHIRTS	
OMAHA MUSICIANS ASSOCIATION	2026 SUMMER MUSIC IN THE PARKS	1,900.00
PRECISE MRM LLC	2026/04/30M FLAT DATA PLAN	92.00
USATF NEBRASKA	PC-MEMBERSHIP 2026/01/01-12/31	93.90
WALMART SUPERCENTER	PC-POOL BOARD SUPPLIES	8.47
		\$ 18,003.89

FACILITY MAINTENANCE

AMAZON.COM, LLC	PC-INK CARTRIDGE, DIGITAL KEYPAD, DOOR	3,105.66
	STOPPER, SPIGOT, TOOL BOX DAWER, UTDOOR	
	LIGHTS, WAINSCOTT PANELING	
ANDERSON BROTHERS ENGINEERING	PC-GLO BAR FOR HEATER-BM SHOP	106.00
BLACK HILLS ENERGY	2026/03/31-04/30 MONTHLY SERVICE	677.48
CERRIS SYSTEMS NORTH CENTRAL, INC	REPLACE HOT WATER HEATER-PLANNING	2,135.00
CERRIS SYSTEMS NORTH CENTRAL, INC	WSHP #1104 REPLACEMENT-PLANNING	13,331.00
CERRIS SYSTEMS NORTH CENTRAL, INC	RELOCATE THERMOSTAT-1500 WALL	254.13
CERRIS SYSTEMS NORTH CENTRAL, INC	INSTALL NEW OAT SENSOR, NEW HP LOOP SENSORS	2,136.69
	WALL ST	
COX BUSINESS SERVICES	2026/05/31M MONTHLY SERVICE	107.39
ECHO GROUP, INC	PC-FLUORESCENT LIGHTS, PHOTO CELLS, BALLASTS	1,287.69
FERGUSON ENTERPRISES LLC #228	PC-FAUCETS-FIRE TRAINING SITE	548.77
HD SUPPLY FACILITIES MAINTENANCE	TOWELS, TOILET PAPER, GLASS CLEANER	218.88

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FACILITY MAINTENANCE (CONT'D)

HEARTLAND PNEUMATIC	CASIO & GILBERT-DRAINED UNITS, FILLED OIL, INSPECTED BELTS	498.00
HGM ASSOCIATES INC	BPW 250201-LIBRARY PARKING LOT REPAIR THRU 2026/04/30	7,821.06
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	111.64
MENARDS	PC-BATTERIES, TOILET KIT, DOOR STOPS, CLEANING SUPPLIES, DRILL BITS, INSECT TRAPS, LUMBER, PINE BOARDS, PRESSURE GAUGE, JOIST HANGER, FAUCETS, BALLASTS	2,109.61
METROPOLITAN UTILITIES DIST	2026/04/05-05/04 MONTHLY SERVICE	168.59
METROPOLITAN UTILITIES DIST	2026/04/07-05/04 MONTHLY SERVICE	83.65
NEBRASKA STATE FIRE MARSHAL	ANNUAL ELEVATOR INSPECTIONS #10046 & 10047-1510 WALL	240.00
OMAHA DOOR & WINDOW COMPANY, INC	PC-HINGES-FLEET	29.40
OVERHEAD DOOR CO OF OMAHA	REPLACED ROLLERS-DIST 1	245.00
ROCHESTER MIDLAND CORPORATION	2026/04/30M WATER ENERGY TEAM FIXED BILLING	399.60
SHERWIN WILLIAMS CO	PC-PAINT ROLLERS, COVERS, PRIMER	715.05
TRICO MECHANICAL SERVICES	MINI-SPLIT SERVICE-STREETS	1,001.84
TRISTAR CLAIMS MANAGEMENT SERVICES	2026/04/30M WC DISBURSEMENTS	3,006.64
WESTLAKE ACE HARDWARE	PC-BULK FASTENERS, DRILL BITS, OUTLET, LIGHT BULBS, PROPANE GAS CYLINDER, SPRAY PAINT, WOOD SHIMS, KEYS, PAINT	227.87
		\$ 40,566.64

CEMETERY

HOME DEPOT	PC-TUBE FOR CONCRETE, STEEL WIRE MESH	140.97
A-RELIEF SERVICES	2026/04/18-05/15 PORTABLE RESTROOM	199.00
BLACK HILLS ENERGY	2026/03/31-04/30 MONTHLY SERVICE	114.75
COX BUSINESS SERVICES	2026/05/31M MONTHLY SERVICE	175.38
MENARDS	PC-HOSE CLAMPS, WOOD STAKES, MULCH, SHRUB	170.51
METROPOLITAN UTILITIES DIST	2026/04/05-05/04 MONTHLY SERVICE	135.31
SITEONE LANDSCAPE SUPPLY	PC-FERTILIZER	1,075.76
TREES SHRUBS AND MORE	PC-ROCK	504.25
WESTLAKE ACE HARDWARE	PC-BROOM, GARDEN SPRAYER, WIPES, CLAMP HOSES, FASTENERS	80.80
WINDY PRAIRIE SYSTEMS, INC	NEW KIOSK PC FOR CEMETERY DIRECTORY	500.00
		\$ 3,096.73

STREETS

ALFRED BENESCH & COMPANY	BPW 260104-2026 OVERLAY PROJECTS 2026/03/23-	4,494.33
ALFRED BENESCH & COMPANY	BPW 250104-2025 CITY OVERLAY PROJECTS 2026/02/09-05/03	1,634.25
AMAZON.COM, LLC	PC-BATH TISSUE, CLEANING SUPPLIES, IMPACT DRIV	367.19
AVERY RENTS	PROPANE FOR ASPHALT	54.72
BLACK HILLS ENERGY	2026/03/31-04/30 MONTHLY SERVICE	287.80
CAPITAL BUSINESS SYSTEMS, INC	2026/04/12-05/11 COPIER EXPENSE	63.33
CONCRETE SUPPLY, INC	CONCRETE	7,892.75
COX BUSINESS SERVICES	2026/05/31M MONTHLY SERVICE	274.17
CROW LAWN CARE LLC	2026/04/15-05/04 ROW MOWING	10,982.88
FELSBURG HOLT & ULLEVIG, INC	BPW 260110-COBBLESTONE CREEK STORM SEWER 2026/01/26-04/30	9,062.60
FELSBURG HOLT & ULLEVIG, INC	BPW 260108-MCCANN PARK STORM SEWER 2026/04/01-04/30	25,261.45
FELSBURG HOLT & ULLEVIG, INC	BPW 260107-FT CROOK & CHILDS INTERSECTION 2026/04/01-04/30	21,088.75
HDR ENGINEERING, INC	BPW 240501-PRAIRIE HILL DEV-INFRASTRUCTURE 2026/03/29-05/02	1,397.65
HGM ASSOCIATES INC	BPW 250102-CONCRETE REPAIR PROJECT PKG2 THRU 2026/04/30	3,709.27
HY-VEE STORES #1514	PC-CAKE-K AUSTIN RETIREMENT	75.99

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STREETS (CONT'D)		
INDEPENDENT SALT CO	ICE CONTROL SALT	3,337.50
INTERSTATE ALL BATTERY CENTER	PC-BATTTERIES	314.16
LOGAN CONTRACTORS SUPPLY	HAND WINCH	757.80
MARTIN ASPHALT	BULK ASPHALT TACK	296.00
MENARDS	PC-CONCRETE FORMS, LUMBER, NAILS, UTILITY KNIFE, HAMMERS, LANDSCAPE BLOCKS, MAILBOX	1,010.71
METROPOLITAN UTILITIES DIST	2026/04/07-05/04 MONTHLY SERVICE	354.93
METROPOLITAN UTILITIES DIST	2026/04/08-05/05 MONTHLY SERVICE	297.28
METROPOLITAN UTILITIES DIST	2026/04/16-05/04 MONTHLY SERVICE	7.40
MICHAEL TODD INDUSTRIAL SUPPLY	STAINLESS STEEL BANDING, BUCKLE	3,326.00
MID-AMERICAN SIGNAL	2070 2E MODULE	1,822.00
MIDWEST FENCE-GUARDRAIL SYSTEMS INC	REPAIR FENCE AT BOX CULVERT	3,338.00
MIDWEST FENCE-GUARDRAIL SYSTEMS INC	MOBILIZATION, TRAFFIC CONTROL, GUARDRAIL	29,500.00
MURPHY TRACTOR	PURCHASE OF FRONT LOADER 624P	230,515.00
OMNI ENGINEERING	ASPHALT	702.05
O'REILLY AUTO PARTS	PC-WRENCH, SOCKET	19.98
P2W, INC NFP	PC-MEAL CARDS FOR SNOW CREWS (100)	1,500.00
PLATTE RIVER CONCRETE CO	CONCRETE	3,800.01
PRECISE MRM LLC	2026/04/30M FLAT DATA PLAN	1,196.00
READY MIXED CONCRETE COMPANY	CONCRETE	20,870.48
SUBSURFACE SOLUTIONS	PC-2026/04/01-2027/03/31 SUBSCRIPTION MAPPING PORTAL	360.00
THE SCHEMMER ASSOCIATES	BPW 250701-HWY 370 SIGNAL IMPLEMENTATION	9,739.00
THE SCHEMMER ASSOCIATES	2026/01/01-04/30	
	BPW 250102-CONCRETE PANEL PROJECTS	1,845.00
	2026/04/30M	
TRISTAR CLAIMS MANAGEMENT SERVICES	2026/04/30M WC DISBURSEMENTS	1,268.19
		\$ 402,824.62

FLEET MAINTENANCE		
AGRIVISION EQUIPMENT GROUP	PC-CHAIN LOOP, FILTER	133.21
4DTECH	PC-MAX IDLE ELIMINATOR, STOP ELIMINATOR	364.46
911 CUSTOM, LLC	CABINET COMMAND DESIGNS, INNER EDGE, SIREN AMPLIFIER	8,150.14
AGRIVISION EQUIPMENT GROUP	PC-AIR FILTER, SHROUD, FILTERS, IGNITION MODULE, POLE PRUNER, BOOTS	1,270.17
ALLIED OIL & TIRE COMPANY	MEGA BLUE GREASE	297.33
AMAZON.COM, LLC	PC-AIR FILTERS, MOUNT FOR TOOL BOX, BOLT EXTRACTOR, ROLLER WHEELS, PULLEY, LADDER CASTERS, VALVE EXTENSION, FACE SHIELD, TP HOLDER, GREASE COUPLER, WHEEL SEALS, FILTERS, FLOORLINERS, CARBURETOR KIT, HYD TUBE, FORK BEARINGS, IDLER PULLEY	10,325.79
ARNOLD MOTOR SUPPLY	QUICK-STRUT ASSY, FILTERS, SPARK PLUGS, ALTERNATOR, BRAKE ROTOR, PADS, CALIPER, DRIVE	1,400.35
ARROW TOWING	HEAVY DUTY TOW-TRUCK31	495.00
AUTOMOTIVE WAREHOUSE DIST, INC	GASKET & ADHESIVE, ANTISEIZE COMPOUND, FILTERS, BRAKE PADS, ROTORS, SPARK PLUGS, PROPANE FOR FORKLIFT	824.32
AVERY RENTS	WHEEL NUT, TIRES	28.84
BAUER BUILT TIRE & SERVICE	MOTOR MOUNT, SENDER, ANTENNA, SHOCK ABSORBERS, ROTORS, BRAKE PADS, INTERCEPTOR, EXHAUST PIPE, WINDOW MOTOR, OIL	978.78
BAXTER FORD OF OMAHA	2026/03/31-04/30 MONTHLY SERVICE	3,536.49
BLACK HILLS ENERGY	PC-FILTERS	152.84
BOBCAT OF OMAHA	PC-HYDRAULIC CYLINDER TUBE, COUPLERS	71.18
BOBCAT OF OMAHA	2026/04/18-2027/04/17 COLLECTIVE DATA USER LICENSES 8 USERS	214.02
COLLECTIVE DATA, INC	SHOCK ABSORBERS, WINDOW REGULATOR, DOOR REGULATOR	32,000.00
CORNHUSKER INTERNATIONAL TRUCKS		1,473.02

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FLEET MAINTENANCE (cont'd)

COX BUSINESS SERVICES	2026/05/31M MONTHLY SERVICE	107.39
CUMMINS SALES AND SERVICE	PC-BREATHER GASKET	19.30
CUMMINS SALES AND SERVICE	CRANKCASE BREATHER FILTER HOUSING HEATER, POSITION SENSOR, TEMP SENSORS, INJECTION FUEL TUBE	1,447.63
DULTMEIER SALES LLC	PC-FUEL BREAKAWAY HOSE	47.75
FACTORY MOTOR PARTS CO	ENGINE OIL	21.92
FORCE AMERICA INC	PC-SUB ASSEMBLY REPLACEMENT KIT, RETROFIT	2,352.21
GRAINGER	COATED GLOVES, CONNECTORS, LIQUID TIGHT, CABLE GLANDS	104.40
GREAT PLAINS POWDERCOATING	POWDERCOATING FOR RAIL FOR LIBRARY	222.25
HOSE & HANDLING, INC	PC-HOSE ASSEMBLY	120.17
HOSE & HANDLING, INC	SOFT FUEL HOSE	32.99
HOTSY EQUIPMENT CO	LEVER SUCTION BEAM RETRACTION, STRAP	28.49
INTERSTATE BATTERIES	BATTERIES	1,659.12
J & J SMALL ENGINE SERVICE	PC-ANTI-SCALP ROLLER, FLY WHEEL, STARTER MOTORS, SOLENOID SHIFT, WHEEL HUB ASSEMBLY, MODULE, IGNITION COIL, SPRINGS, CASTER SEALS	10,188.80
JIM HAWK TRUCK TRAILERS	PC- PURGE VALVE KIT, DRYER CARTRIDGE,	193.98
KRIHA FLUID POWER CO	PC-TRIPLE-LOK SWIVEL RUN TEE, PIPE REDUCER, FITTINGS, ELBOWS, PIPE CAP	307.58
LAMPE'S CLEAN AIR SPECIALISTS	PC-CUSTOM METAL MESH FILTERS	199.50
LEISURE LIFE SPORTS	PC-BATTERY CHARGER, MIRROR KIT, DIFF SWITCH	205.97
LOGAN CONTRACTORS SUPPLY	ELECTROIDE ASSEMBLY, CAD CELL DETECTOR	146.48
MACQUEEN EQUIPMENT, LLC	PC-DEFROSTER FILTERS, LED HEADLIGHT	1,055.48
MACQUEEN EQUIPMENT, LLC	PC-CAB DOOR HANDLE	308.48
MENARDS	PC-ALUMINUM TUBE, ELECTRICAL SUPPLIES, PIPE, CLEANING SUPPLIES, SANDING DISCS, CONDUIT HANGERS, LATHE, DRILL BITS, BATTERIES, PROPANE GAS, BLADES, LUBRICANT	934.66
METROPOLITAN UTILITIES DIST	2026/04/07-05/04 MONTHLY SERVICE	132.13
MGX EQUIPMENT SERVICES, LLC	5IN WHEEL CASTER, FREIGHT	342.40
MGX EQUIPMENT SERVICES, LLC	CREDIT-5IN WHELL CASTER, FREIGHT	(342.40)
MICHAEL TODD INDUSTRIAL SUPPLY	PC-GRADER BLADES, BOLTS, NUTS	665.17
MID AMERICA CLEANING SYSTEMS, INC	PC-HOSE	145.00
MOMAR, INC	MIRACLE TOOL AERO, FREIGHT	334.20
MORRIES BELLEVUE CHEVROLET	OIL LUBE FILTER	41.25
MURPHY TRACTOR	PC-CUTTING EDGE, BOLTS, DOOR HINGES, DOOR STRUT, BREATHER, BULBS, ROTARY WHEEL	1,403.40
NAPA AUTO PARTS	A/C AIR COMPRESSOR, FILTERS, FITTINGS, STRUTS ASSY, GLOVES, LAMPS	2,683.50
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	CAGE NUT, HEX NUTS, TY-RAP, TERMINALS, CARRIAGE BOLTS	187.10
NMC INC	PC-O-RINGS, FILTERS, WIPER ARM, WIPER BLADE	322.59
PETERSEN & MICHELSEN HARDWARE CO, INC	PC-TRACTOR FUNNER, PLASTIC FUNNER, PULL STARTER	103.23
PRECISE MRM LLC	PC-2026/02/28M FLAT DATA PLAN	161.00
PRECISE MRM LLC	PC-2026/01/31M FLAT DATA PLAN	161.00
ROCKMOUNT RESEARCH AND ALLOYS, INC	MACHO WAX	48.26
SEXTON AUTO BRAKE AND CLUTCH	PC-FIRE TRUCK BRAKE SHOES	387.50
SWAN ENGINEERING, LLC	PC-O-RINGS, WIPERS, POLY PAK	172.97
TERMINAL SUPPLY CO	PLUG CONNECT, SECONDARY LOCKS, TERMINALS	127.84
THE UPS STORE	PC-MAILING CHARGE	33.15
TOMASEK MACHINE SHOP	SHARPEN 2 SETS OF CHIPPER BLADES	225.00
TOOL SHED OF OMAHA	PC-DEEP IMPACT SOCKET, WELDING PLIERS, WATER PUMP, CUTOFF WHEEL	260.42

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FLEET MAINTENANCE (cont'd)

TOYNE, INC	LOW PROFILE RIGHT ELBOW	2,989.82
TRUCK CENTER COMPANIES-OMAHA	BRAKE SLACK ADJUSTER	98.16
TURFWERKS	PC-BUMPER BAR, SADDLE, NUTS, SEAT PLATE, FILTERS, SPACERS	997.31
TURFWERKS	MOWER BLADES, WING BLADES, WASHERS, BOLTS	467.78
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS	175.31
WATEROUS COMPANY	PC-WATER PUMP OUTPUT	223.29
WAYTEK, INC	PC-18 POSITION PLUG KEY-B. INVERTER PLUS REMOTE, HEAT SHRINK, FUSE MODLE, SOCKETS	1,206.31
WESTLAKE ACE HARDWARE	PC-RUBER BUMPER FOR REAR TRAY, BIT HOLDER,	86.75
		(21.53)
		\$ 95,238.40

SOLID WASTE

PAPILLION SANITATION	2026/04/21-04/30 GLASS RECYCLING	226.13
		\$ 226.13

PLANNING

AMAZON.COM, LLC	PC-CREDIT FOR WEBCAM	(79.50)
BLACK HILLS ENERGY	2026/03/31-04/30 MONTHLY SERVICE	7.89
COLUMN SOFTWARE, PBC	PC-LEGAL ADS	26.18
CROWNE PLAZA HOTEL	PC-LODGING FOR CONFERENCE	558.93
HEARTLAND BIKE SHARE	2026/04/01-12/31 ANNUAL O&M BIKESHARE FEE	4,400.00
METROPOLITAN UTILITIES DIST	2026/04/07-05/04 MONTHLY SERVICE	11.52
NEBRASKA PLANNING & ZONING ASSOCIATION	PC-2026/03/01-2027/02/28 MEMBERSHIP DUES-T PALM	40.00
		\$ 4,965.02

PERMITS & INSPECTIONS

AMAZON.COM, LLC	PC-ELECTRICAL CODE TABS	42.18
BLACK HILLS ENERGY	2026/03/31-04/30 MONTHLY SERVICE	10.54
HAMPTON INN BY HILTON	PC-PARKING FOR TRAINING	25.68
INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS	PC-2025/11/01-2026/10/31-MEMBERSHIP-T WIEDUWILT	150.00
INTERNATIONAL CODE COUNCIL, INC	PC-2026/01-12/31 RENEW MEMBERSHIP -J COOK	105.00
METROPOLITAN UTILITIES DIST	2026/04/07-05/04 MONTHLY SERVICE	15.40
		\$ 348.80

POLICE

AMAZON.COM, LLC	PC-ADHESIVE REMOVER, BATTERIES, CHAIR MATS, LABELS, OFFICE SUPPLIES, CEILING AIR DIFFUSER, STORAGE BINS, FLOATING METAL SHELF, CASES FOR SCANNERS, SWEATSHIRTS, HOODIES, WIRELESS SCANNER, KEYBOARD, BARCODE LABELS	7,490.64
	HELMETS LIGHTS (15)	1,624.84
ABM SUPPLY	PC-2026/03/13-04/12 TRAINING MEMBERSHIP-BANKS	34.95
AMERICAN COUNCIL ON EXERCISE	PC-2026/02/13-03/12 TRAINING MEMBERSHIP-BANKS	34.95
AMERICAN COUNCIL ON EXERCISE	COMBAT PANTS, SHIRT, JACKET, KNEE PAD, CAP	1,143.66
ANARCHY OUTDOORS	2026/04/05-05/04 MONTHLY SERVICE	4,554.35
AT&T MOBILITY-CC	VET VISIT-KADO	26.93
BELLEVUE ANIMAL HOSPITAL	PC-DOOR LEVERS-PD	525.00
BIG RED LOCKSMITHS	2026/03/31-04/30 MONTHLY SERVICE	186.80
BLACK HILLS ENERGY	PC-CREDIT FOR TAX	(31.84)
CARHARTT, INC	RENTAL COST FOR CAR SHOW BOOTH	1,625.00
CHAMPIONSHIP AUTO SHOWS, INC	PC-LODGING FOR TRAINING-BENDICKSON	511.45
COMFORT INN & SUITES -ST PAUL		

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POLICE (cont'd)

CORNBREAD CUSTOM SIGNS	PC-SPECIAL INVESTIGATION UNIT SIGNAGE	385.00
CORNBREAD CUSTOM SIGNS	RAPID DEPLOYMENT FORCE PATCH WALL SIGN	350.00
COURTYARD BY MARRIOTT	PC-LODGING FOR TRAINING-GREINER, SPENCER	398.71
COX BUSINESS SERVICES	2026/05/31M MONTHLY SERVICE	558.97
COX BUSINESS SERVICES	2026/05/02-06/01 MONTHLY SERVICE	285.00
CREIGHTON UNIVERSITY COLLEGE OF	BLS CARDS	105.00
CUSTOM VINYL LETTERING	PC-VINYL LETTERING FOR BALLISTIC SHIELD	174.80
DETECTACHEM, INC	MULTI DRUG TESTING POUCHES	868.91
DILLON BROTHERS MOTORSPORTS	REPLACE FRONT AND REAR TIRES, HANDLEBARS	1,173.25
DJI SERVICES LLC	PC-SERVICE FEE-COX	49.00
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	675.00
DRY CREEK ARSENAL, LLC	STRAIGHT JACKET SUPPRESSOR COVERS	1,564.74
DYLAN CASS	REIMB TRAINING EXPENSES	74.36
EVANS CUSTOM APPAREL, INC	PC-PT GEAR FOR THE ACADEMY-HOLWERDA	888.00
FBI LEEDA	PC-FBI LEADERSHIP TRAINING-J MANNING	795.00
FBI LEEDA	PC-REGISTRATION-BOYLE, J MANNING	1,590.00
FBI NAT'L ACADEMY ASSOCIATION	PC-2026/03/23-12/31 MEMBERSHIP DUES-GREINER	280.00
FBINAA - NEBRASKA CHAPTER	PC-CHAPTER DUES	150.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	56.65
GOVDIRECT, INC	PANASOCIN TOUGHBOOKS (6), PRINTEK MOBILE PRINTER, USB CABLE, ADAPTER PLUG, BRACKETS	24,610.70
GREAT PLAINS UNIFORMS	SHIRTS, TROUSER, SEW ON PATCHES-A BAYAGICH	308.00
GREAT PLAINS UNIFORMS	SHIRT, SEW ON PATCHES-D MIRAGLIA, STEWART,	697.70
GREAT PLAINS UNIFORMS	SHIRTS, TROUSER, SEW ON PATCHES-S HART	308.00
HARRIS DECALS INC	SUPERVISOR MAGNETS	81.12
HOLIDAY INN EXPRESS HOTEL & SUITES-	PC-LODGING FOR TRAINING-GREINER	119.89
HOTSY EQUIPMENT CO	PC-NOZZLES-PD	172.88
INSTRUQ	PC-REGISTRATION-GREINER	40.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	177.02
JAMF SOFTWARE LLC	2026/04/02-2027/04/01 JAMF MOBILE LICENSES	1,725.00
JO DONS	OFFICER OF THE 1ST QUARTER PLAQUE	65.00
JOE MILOS	REIMB TRAINING EXPENSES	170.00
LAW ENFORCEMENT SEMINARS	PC-TRAINING-JANDA	445.00
LENS EQUIPMENT	2026/07/01-2027/06/30 UNLIMITED SERVICES FOR GPS TRACKERS	818.00
MATCON, LLC	2026/06/30 MONTHLY OPERATING EXPENSES, RENT FOR K9 BUILDING	1,841.87
MENARDS	PC-SHELF BRACKETS-PD REMODEL	131.88
MENARDS	PC-BACKSPLASH, LAMINATE, RUBBER WALL BASE	855.44
METROPOLITAN UTILITIES DIST	2026/04/07-05/04 MONTHLY SERVICE	272.85
MOTOROLA SOLUTIONS, INC	24 PORTABLE RADIOS W/ACCESSORIES AND LICENSES, BATTERIES, POWER SUPPLIES	199,651.20
MYZONE, INC	PC-2026/04/30M WELLNESS PROGRAM-BANKS	75.00
MYZONE, INC	PC-2026/03/31M WELLNESS PROGRAM-BANKS	75.00
NATIONAL STRENGTH & CONDITIONING ASSOCIATION	PC-TACTICAL TRAINING-MARRS	460.00
NEBRASKA DEPARTMENT OF MOTOR	APPLICATION FOR UNDERCOVER PLATES	8.20
NEBRASKA FURNITURE MART	50IN SAMSUNG SMART TV'S (4)	1,599.96
NEBRASKA SECRETARY OF STATE	PC-2026/04/24-2030/04/24 NOTARY RENEWAL- GERMAN, JASHINSKE	65.00
NSA/POAN CONFERENCE	PC-NSPA/POAN REGISTRATION-CLARY	200.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2026/03/26-04/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2026/04/02-05/01 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2026/02/26-03/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2026/03/02-04/01 EVIDENCE STORAGE	164.00
PRIORITY 1 FITNESS	2026/06/01-2027/05/31 SERVICE AGREEMENT RENEWAL	510.00
PSIEXAMS	PC-REGISTRATION-WEBER	175.00

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POLICE (cont'd)

NATHAN RIDLEY	REIMB TACTICAL PANTS	144.45
SAM'S CLUB DIRECT	PC-CAKE FOR RETIREMENT	21.87
SECURITY EQUIPMENT INC	INSTALL KEY FOB READER	1,612.00
SHERWIN WILLIAMS CO	PC-PAINT-PD	18.89
SIRCHIE ASQUISITION CO, LLC	FLAWLESS INK PAD	153.80
SOUTHERN CARLSON, INC	CARWASH SUPPLIES	709.00
SOUTHWEST AIRLINES	PC-AIR FARE, BAGGAGE FEE FOR TRAINING-GRAY, MILOS	972.62
SOUTHWEST AIRLINES	PC-AIR FARE FOR TRAINING-GREINER, MARRS	1,084.20
SPEEDPRO OMAHA	PC-ASSIGNMENT BOARD MATERIALS	125.92
STRADA OCCUPATIONAL HEALTH	MEDICAL TESTING - NEW RECRUITS	1,650.00
THE BLIND GUY	NEW WINDOW BLINDS - RECORDS DEPARTMENT	1,440.38
THE UPS STORE	PC-SHIPPING CHARGES	51.57
TRISTAR	2026/04/30M RE-OPEN CLAIMS	812.48
TRISTAR CLAIMS MANAGEMENT SERVICES	2026/04/30M WC DISBURSEMENTS	26,711.80
TROY BENDICKSON	REIMB TRAINING EXPENSES	238.00
UNITED AIR LINES	PC-AIR FARE FOR TRAINING-BOTTJEN, J MANNING, ROSARIO, SEVERN, VANN, HOBBS	3,349.38
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY TESTING	3,358.16
VERIZON WIRELESS	2026/04/24-05/23 MONTHLY SERVICE	102.36
VISTA PRINT	PC-BUSINESS CARDS	47.98
WESTLAKE ACE HARDWARE	PC-BULK FASTENERS	17.93
		\$ 307,087.62

FIRE & RESCUE

AMAZON.COM, LLC	PC-CORRECTION TAPE, COPY PAPER, ELEVATOR DOOR KEYS, TACTICAL PANTS, FLAGS, GRILL BRUSHCLOTHING RACK, OFFICE SUPLIES, MEDICAL SUPPLIES, CHAIR MAT, UNIFORM ITEMS, BATTERY OXYGEN	2,351.69
AIRGAS USA, LLC	PC-CREDIT FROM PRIOR MONTH-FRAUDULANT ACTIVITY	548.12
APPLE, INC	2026/04/05-05/04 MONTHLY SERVICE	(106.99)
AT&T MOBILITY-CC	2026/03/31-04/30 MONTHLY SERVICE	438.25
BLACK HILLS ENERGY	ONDANSETRON, CLOTH SENSOR PEDIATRIC, SYRINGES, SpO2 SENSOR, FENTANYL, GLUCOSE, 2026/05/31M MONTHLY SERVICE	245.59
BOUND TREE MEDICAL, LLC	2026/05/31M MONTHLY SERVICE	3,621.09
COX BUSINESS SERVICES	CALIBRATE GAS HCN BALANCE, O2 SENSOR	214.78
COX BUSINESS SERVICES	PC-2026/03/31M SHARE OF FAX SERVER	115.00
DXP ENTERPRISES, INC	PC-2026/02/28M SHARE OF FAX SERVER	1,034.36
EC DATA SYSTEMS, INC	FALCON EX CONTROLLERS, IGNITORS	7.95
EC DATA SYSTEMS, INC	SHIRT, SEW ON PATCHES, EMBROIDERY-A SACCO	7.95
FIREBLAST GLOBAL	TACTICAL SHORTS, EMBROIDERY-M DOYLE	63,388.00
GREAT PLAINS UNIFORMS	TACTICAL PANTS-C JOBE	134.50
GREAT PLAINS UNIFORMS	TACTICAL PANTS-M DOYLE	67.45
GREAT PLAINS UNIFORMS	BALLCAP EMBROIDERED (3)-Z JOHNSON	268.50
GREAT PLAINS UNIFORMS	SNAPBACK BALLCAP-T POHL	179.00
GREAT PLAINS UNIFORMS	POLO, EMBROIDERY-K SCHUSTER	79.50
GREAT PLAINS UNIFORMS	SHORTS-J LESSIG	26.50
HAIX NORTH AMERICA, INC	FIRE BOOTS-WEBER, FISHER, SIMON,HOINS, NIELSEN, LONGCH-AMP	84.00
HAIX NORTH AMERICA, INC	FIRE BOOTS-J CIESLIK, FISHER, SHUKIS	54.50
HANEY SHOE STORE	PC-CREDIT FOR SAFETY BOOTS	1,355.00
JO DONS	PC-PLASTIC ACCOUNTABILITY TAGS	859.00
LOWE'S	PC-ELECTRIC RANGE-DIST 1	(31.00)
MACQUEEN EQUIPMENT, LLC	BUNKER GEAR	200.00
		3,480.98
		41,690.00

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FIRE & RESCUE (cont'd)

MARCO TECHNOLOGIES, LLC	2026/04/27-05/26 COPIER EXPENSE	114.79
MARCO TECHNOLOGIES, LLC	2026/04/02-05/01 COPIER EXPENSE	43.58
McKESSON MEDICAL-SURGICAL GOVT	AMIODARONE VIALS	186.73
MENARDS	PC-KITCHEN BRUSH, TIDE PODS, SPONGES, OFFICE SUPPLIES, CLEANING SUPPLIES, CLAMPS	769.48
METROPOLITAN UTILITIES DIST	2026/04/05-05/04 MONTHLY SERVICE	592.86
METROPOLITAN UTILITIES DIST	2026/04/07-05/04 MONTHLY SERVICE	357.19
METROPOLITAN UTILITIES DIST	2026/04/07-05/05 MONTHLY SERVICE	1,499.38
METROPOLITAN UTILITIES DIST	2026/04/08-05/05 MONTHLY SERVICE	246.94
METROPOLITAN UTILITIES DIST	2026/04/10-05/07 MONTHLY SERVICE	317.15
MOTOROLA SOLUTIONS, INC	TRANSLUCENT TUBE EARPIECES (6)	359.70
NATIONAL FIRE PROTECTION	PC-CFI-I CODE PACK, PROGRAM RECERTIFICATION	1,394.84
PCS MOBILE	DOCKING STATIONS (7)	1,600.83
PROPROFS	PC-2026/04/05-2027/04/05 TEAM YEARLY QUIZ TAKERS SUBSCRIPTION	479.64
REDBACK USA	BLACK SAFETY PULL ON BOOTS	371.21
SFPE-GREAT PLAINS CHAPTER	PC-REGISTRATION FOR MEETING	90.00
STARLINK - A DIVISION OF SPACE	PC-2026/03/28-04/28 MONTHLY CLOUD STORAGE	165.00
STARLINK - A DIVISION OF SPACE	PC-2026/02/28-03/28 MONTHLY CLOUD STORAGE	165.00
STERICYCLE, INC	ON-SITE SHREDDING SERVICE	36.00
TRISTAR CLAIMS MANAGEMENT SERVICES	2026/04/30M WC DISBURSEMENTS	2,358.57
WALMART SUPERCENTER	PC-BATHROOM SUPPLIES, CURTAIN, END TABLE, CHAIRS, FAKE TREE, BENCHES, OFFICE SUPPLIES, CLAMPS, PVC PIPE	648.44
WESTLAKE ACE HARDWARE	PC- AXE HANDLES, CORD OUTLET, GLUE	78.40
ZOLL DATA SYSTEMS INC	2026/06/30M MONTHLY BILLING FEES	1,654.80
		\$ 133,844.25

NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	2026/04/30M ACCT 1000 ANALYSIS CHG	530.05
BLACK HILLS ENERGY	2026/03/31-04/30 MONTHLY SERVICE - INTERIM	-529.48
CENTURY LINK	2026/04/04-05/03 MONTHLY SERVICE	292.81
EMPLOYEE BENEFITS SYSTEMS	EBS - 2026/05/01-05/31 ADD'L RUN OUT	2,395.12
FIRST NATIONAL BANK OF OMAHA	2026/04/30M ACCT 1084 ANALYSIS CHG	650.25
HEARTLAND MARKETING &	2026/03/30-04/26 SOCIAL MEDIA MANAGEMENT	2,231.60
NE-DEPARTMENT OF REVENUE	2026/04/30M SALES AND USE TAX RETURN PAYMENT (FORM 10)	192.46
REGIONAL METROPOLITAN TRANSIT	2026/03/31 MAT SERVICE 1993 MILES	5,358.00
SARPY COUNTY TREASURER'S OFFICE	2025 PROPERTY TAX ON PW FACILITY LAND PARCEL 010480153 1ST H	1,292.57
SARPY COUNTY TREASURER'S OFFICE	2025 PROPERTY TAX ON PW FACILITY LAND PARCEL 011162155 1ST H	1,407.34
SARPY COUNTY TREASURER'S OFFICE	2025 PROPERTY TAX ON PW FACILITY LAND PARCEL 011170654 1ST H	2,190.20
SARPY COUNTY TREASURER'S OFFICE	2025 PROPERTU TAX ON PW FACILITY LAND PARCEL	3.00
SARPY COUNTY TREASURER'S OFFICE	2025 PROPERTY TAX ON PW FACILITY LAND PARCEL	38.45
UNITED STATES POSTAL SERVICE	POSTAGE FOR ANNUAL REPORT	7,503.17
		\$ 23,555.54

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	PC-DOUBLE COAT HOOKS, DRY ERASE BOARDS, MARKERS, POWER STRIPS, CHARGER BLOCK, DESK GROMMET, iPad CASE, PADLOCKS, FLASH DRIVES, PC-SAFETY SHOES, UNIFORM SHOES	1,039.60
HANEY SHOE STORE	PC-CABINET SCREWS, LUMBER, CABINET, COUNTERTOP, BUTCHER BLOCK, UTILITY MAT, TOGGLE BOLTS, DRILL BITS, ELECTRICIAN	349.98
MENARDS	2026/04/30M LOCATES	5,734.68
ONE CALL CONCEPTS	2026/04/30M FORTIS SERVICES, PRODUCT	4.10
SENTINEL TECHNOLOGIES, INC	2026/04/30M LOCATES	5,414.77
TJ CABLE	2026/02/12-03/11 MONTHLY CLOUD STORAGE	500.00
WASABI TECHNOLOGIES, LLC	2026/01/12-02/11 MONTHLY CLOUD STORAGE	149.23
WASABI TECHNOLOGIES, LLC	PC-KEYS	164.44
WESTLAKE ACE HARDWARE		9.98
		\$ 13,366.78

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BELLEVUE BAY INDOOR WATERPARK
MENARDS

PC-TREATED TIMBER FOR MAILBOX REPAIR	10.89
	\$ 10.89

WASTEWATER

AMAZON.COM, LLC

PC-HIGH DENSITY TRASH BAGS, RING BINDERS, HI ROLLER LEVER ACTION SWITCH, WIPES, FAN MOTOR	1,328.10
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AMERICAN NATIONAL BANK

PC-WATERPROOF FLASHLIGHTS, HIGH DENSITY 2026/04/30M ACCT 1034 ANALYSIS CHG	72.00
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ARMOR EQUIPMENT

CARBIDE WHEEL SETS	4,077.62
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CAPITAL BUSINESS SYSTEMS, INC

2026/04/09-05/08 COPIER EXPENSE	171.99
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CENTURY LINK

2026/05/04-06/03 MONTHLY SERVICE	65.99
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CHARLES MACHINE WORKS, INC

CCTV CAMERA REPAIR	1,968.13
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CONCRETE SUPPLY, INC

CONCRETE	981.25
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COX BUSINESS SERVICES

2026/05/04-06/03 MONTHLY SERVICE	220.00
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EMBRIS GROUP LLC

BPW 230307 -BLUFF ST LIFT STATION 2026/02/01- 03/31	3,260.00
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EMBRIS GROUP LLC

BPW 230307 -BLUFF ST LIFT STATION 2026/04/01- 04/30	371.25
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FIRST NATIONAL BANK OF OMAHA

2026/04/30M 1086 ANALYSIS CHG	503.30
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GRAINGER

COATED GLOVES	160.08
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HDR ENGINEERING, INC

BPW 211123-HAWORTH PARK WW COLLECTION SYS 2026/03/29-05/02	7,997.95
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HDR ENGINEERING, INC

BPW 250115-TWIN CREEK SIPHON EVAL 2026/03/29-	56,453.38
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HDR ENGINEERING, INC

BPW 250114-LANDINGS LIFT STATION SERV 2026/03/29-05/02	4,268.94
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JUDDS BROS CONSTRUCTION CO

BPW 230307-BLUFF ST LIFT STATION 2025/08/20- 2026/03/30	147,652.24
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MENARDS

PC-CABLE TIES, ELBOWS, WIRE LOCKPICK, GLOVES, PIPE, BUNGEE CORDS, BATTERIES, T-POSTS, PLIERS, TROWELS, HAMMERS	708.43
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METROPOLITAN UTILITIES DIST

2026/04/08-05/05 MONTHLY SERVICE	298.07
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MICHAEL TODD INDUSTRIAL SUPPLY

ENGINEER FLAGS GREEN	35.60
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NAPA AUTO PARTS

PC-HEAT SHRINK TUBING, OIL FILTERS, BALL BEARINGS	398.59
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PRECISE MRM LLC

2026/04/30M FLAT DATA PLAN	253.00
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READY MIXED CONCRETE COMPANY

CONCRETE	997.23
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TRISTAR CLAIMS MANAGEMENT SERVICES,

2026/04/30M WC DISBURSEMENTS	13,147.21
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UTILITY EQUIPMENT COMPANY

PIPE, GASKET, PVC FLEX PIPE, GASKET LUBE	3,068.92
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WASTE CONNECTIONS OF NEBRASKA

2026/04/09-04/13 CONTAMINATED SOIL DISPOSAL	1,466.69
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WESTLAKE ACE HARDWARE

PC-BATTERIES, CONCRETE MIX	446.76
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\$ 250,372.72

MEDICAL SELF FUNDING

BLUE CROSS BLUE SHIELD OF NEBRASKA

2026/05/14 BCBS-NE MEDICAL CLAIMS FOR 2026/05/01-05/12	319,709.30
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FIRST NATIONAL BANK OF OMAHA

2026/04/30M ACCT 1088 ANALYSIS CHG	290.69
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\$ 319,999.99

ECONOMIC DEVELOPMENT

COLUMN SOFTWARE, PBC

PC-LEGAL ADS	18.00
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HOUGHTON BRADFORD WHITTED PC, LLO

2026/04/14-04/28 SWITCH GEAR ENT PROF FEES- CASE 5078-0001	322.89
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\$ 340.89

COMMUNITY DEVELOPMENT

COLUMN SOFTWARE, PBC

PC-LEGAL AD	85.53
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ALL SEASONS FOUNDATION

ASSISTANCE FOR VULNERABLE ADULTS	2,231.59
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BELLEVUE PUBLIC SCHOOLS

2025/10/15 BPS FAMILY LITERACY PROGRAM	1,944.36
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\$ 4,261.48

TOTAL CLAIMS FOR 2026/06/02

\$2,195,424.10

TOTAL PAYROLL FOR 2026/06/22

\$1,890,156.36

TOTAL SELF INSURANCE FOR 2026/06/22

\$ 503,405.41

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

First Name	Linda and Ed
Last Name	Veneck
Address	2624 Linda St
Phone Number	402-917-8617
Email Address	Linda.Veneck@gmail.com
Date of Requested City Council Meeting	6/02/2026
Topic & Description	Traffic on Cedar Island Road and Linda Street. We see excessive speeding on a daily basis, Day & Night. We are expected to mow the strip of our property on Cedar Island with a ditch, because the City deemed years ago, we couldn't add a pipe for the culvert. Countless times, my husband has been nearly hit by speeders. He has a large yellow mower, with a flashing yellow light, in an effort to slow the traffic down to no avail. Also, we've had one casualty on the road, Mr Kaloff was just getting his mail. SOMETHING NEEDS TO BE DONE QUICKLY!! Maybe, just a 3 way stop on the corner of Linda & Cedar Island, as Linda is used as a through fare to get to 25th Street. Please take action.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

10a.
6/2/2026

COUNCIL MEETING DATE: 6/2/2026		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, spirits on sale only, for Lucky Fortune Inc. dba "Sakai Sushi Train" located at 555 Cornhusker Road Suite 203, Bellevue, NE 68005, and Tommy D. Pang as Manager; and approval of a temporary operating permit.

SYNOPSIS/BACKGROUND:

Sakai Sushi Train Class I Liquor License was approved November 7, 2023. Due to change of ownership the NLCC requires a new application to be submitted for a new Class I 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 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 "I" Liquor License to sell beer, wine, spirits on sale only, for Lucky Fortune Inc. dba "Sakai Sushi Train" located at 555 Cornhusker Road Suite 203, Bellevue, NE 68005, and Tommy D. Pang as Manager; and approval of a temporary operating permit.

ATTACHMENTS:

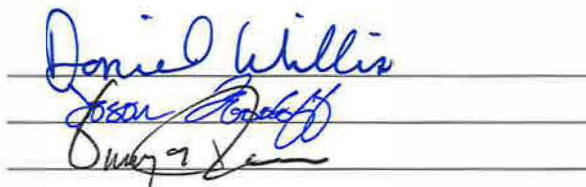
1. Application	2. Police Report	3. Planning Report
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



LIQUOR LICENSE APPLICATION REPORT

City Clerk

Applicant: Lucky Fortune Inc. dba Sakai Sushi

Location/Address: 555 Cornhusker Road Suite 202 City: Bellevue State: NE Zip: 68005

Requested Action:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for Lucky Fortune Inc. dba Sakai Sushi located at 555 Cornhusker Road Suite 203, Bellevue, NE 68005 and Tommy D. Phang as Manager; and temporary operating permit.

Date Application Received: 5/6/2026

Final Date Hearing can be held: (45 days from receipt): 6/2/2026

Date Advertised (not less than 7 nor more than 14 days): 5/20/2026

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>

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: June 2, 2026 Due to City Clerk: May 14, 2026

Applicant: Lucky Fortune Inc. dba Sakai Sushi

Location/Address: 555 Cornhusker Road Suite 203, Bellevue, NE 68005

Requested Action:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for Lucky Fortune Inc. dba Sakai Sushi located at 555 Cornhusker Road Suite 203, Bellevue, NE 68005 and Tommy D. Phang as Manager; and temporary operating permit.

Individuals to be Checked:

	<u>Name & Address</u>	<u>DOB</u>
1.	<u>Tommy D. Phang 3104 N. 171st Avenue Omaha, NE 68116</u>	<u></u>
2.	<u></u>	<u></u>

Comments:

No comments or concerns from Police

Signature of Reviewer: Capt. Kurt Stroehrer Digitally signed by Capt. Kurt Stroehrer
Date: 2026.05.06 11:27:57 -05'00' Date: 5-6-26

Liquor License Application Report
City of Bellevue
Planning Department

Due to Clerk Date: 5/14/2026 City Council Date: 6/2/2026

Applicant: Lucky Fortune Inc. dba Sakai Sushi Train

Address: 555 Cornhusker Road Suite 203 Bellevue, NE 68005

Requested Action:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, spirits on sale only, for Lucky Fortune Inc. dba "Sakai Sushi Train" located at 555 Cornhusker Road Suite 203, Bellevue, NE 68005, and Tommy D. Phang as Manager; and approval of a temporary operating permit.

Background:

City Council approved a Class I Liquor License for Sakai Sushi on November 7, 2023. New application has been submitted due to change of ownership.

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 District) Existing Land Use: Commercial

Will Zoning allow a liquor license: Yes

Is the current use non-conforming? No

Explanation:

Adjacent Land Use and Zoning:

North: Vacant(across Cornhusker Rd) BG

South: General Residential (Richmont Terrace), RG-20 and RG-50

East: Commercial (Strip mall) BG

West: Industrial (Dino's Storage) MH

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:

Number of parking spaces required: N/A _____ Provided: N/A

Analysis of neighborhood effects:

Traffic: There is not traffic impact expected.

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

Pedestrian: There is no pedestrian impact expected.

Noise: There is no noise impact expected.

Lighting: There is no lighting impact expected.

General Comments:

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



Nebraska Liquor Control

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

Application Copy

File Number: 166584

LICENSE TYPE

Class I Beer, Wine, Spirits On
Sale Only

APPLICATION DATE RECEIVED

2026-04-30

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Lucky Fortune

LICENSEE TYPE

Corporation

DOING BUSINESS AS

Sakai Sushi Train

CORPORATE NUMBER

9001259787

INCORPORATION DATE

CORRESPONDENCE ADDRESS

3104 N 171ST AVE
Omaha NE 68116

MAILING ADDRESS

3104 N 171ST AVE
Omaha NE 68116

PHYSICAL ADDRESS

555 cornhusker Road
Suite 203 & 204
Bellevue NE 68005

CONTACT NAME

Tommy D Pang

PREFERRED CONTACT METHOD

Email

CONTACT PHONE
(267) 251-6030

ALTERNATE PHONE

FAX

EMAIL
sakaisushitrain@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Yan Yong Wang	Vice President		50
Tommy Pang	President		50

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 126028 (Active) - Class I Beer, Wine, Spirits On Sale Only (May 01, 2025 - Apr 30, 2026)
Sakai Sushi (FJ GUYS INC)

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Restaurant

PREMISES NAME

Sakai Sushi Train

OPERATOR

Tommy Pang

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2030-03-31

PHYSICAL ADDRESS

555 Cornhusker Road suite 203 & 204 Bellevue NE 68005

MAILING ADDRESS

555 Cornhusker Rd, Bellevue, Nebraska, 68005

CONTACT NAME

Tommy Pang

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(267) 251-6030

ALTERNATE PHONE

FAX

EMAIL

sakaisushitrain@gmail.com

PREMISES MANAGER

Tommy Pang

PREMISES MANAGER EMAIL

sakaisushitrain@gmail.com

QUESTIONS

Class I Beer, Wine, Spirits On Sa

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY

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

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

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)

L26.25', W21'

3. Is there an outdoor area?

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

No

4. Will a basement be used for alcoholic storage or sale?

No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

1

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.

Yes

(document uploaded)

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

5/1/2026

10 What are the anticipated hours of operation?

11am - 10:30pm

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.

Wells Fargo

Tommy Pang (President)

Yan Yong Wang (Vice President)

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

Yes

I Tommy Pang and Yan Yong Wang was Original Members of FJ guys inc and has Bought out the other 2 members and will be running the business the same and as is and will not be changing the business name

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

Yes

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

No

18 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.

Fj Guys Inc
License #: 126028
555 Cornhusker Road
Suite 203 & 204
Bellevue NE 68005

just Changing the corporation Name

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

Yes

20 Are you applying for a Temporary Operating Permit?

Yes

(document uploaded)

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

Yes

22 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

23 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?

Tommy Páng

24 What is the manager's address?

3104 N 171st Ave
Omaha NE 68116

25 What is the manager's phone number?

267-251-6030

26 What county is the manager registered to vote in?

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

Douglas

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

tdp4523@gmail.com

28 Is the manager married?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	lease assignment.pdf	original lease is for 7 years and we are 2 years in
Corporation/LLC Structure	Lucky fortune corp struct.pdf	corporate structure luck fortune
Additional Document	Lucky Fortune Inc EIN Letter (1).pdf	na
Temporary Operating Permit (TOP)	temp liquor.pdf	TOP
Additional Document	Tommy finger print.pdf	all members will be doing it same day
Privacy Act Statement	privacy act statement.pdf	privacy act statements
Premises Description & Diagram	Diagram.pdf	diagram
Alcohol Inventory	Alcohol Inventory 2.pdf	alcohol inventory
Alcohol Inventory	Alcohol Inventory.pdf	alcohol inventory
Business Plan	Sakai Sushi Train business plan.pdf	business plan
Additional Document	purchase agreement.pdf	purchase agreement

APPLICANT

Tommy Pang

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.

CORPORATION/LLC STRUCTURE

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

1. All officers, directors and stockholders and their spouses must be listed on this form.
2. All owner's owning more than 25%, and their spouses must be submit fingerprint cards and the Fingerprint Submission/Privacy Act Statement signed form.

Name of Corporation/LLC: Lucky Fortune ~~LLC~~ inc.
Address: 3110 N. 171st Ave
City: Omaha State: NE Zip Code: 68116
Corporation Phone Number: (267) 251-6030
Total Number of Corporation Shares Issued: 1000

Name of President/CEO/Managing Member
Name and information must be listed on following page

Last Name: Pang First Name: Tommy MI: D
Home Address: 3104 N 171st Ave City: Omaha
State: NE Zip Code: 68116 Phone Number: (267) 251-6030
Email Address: TDP4523@Gmail.com

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Pang First Name: Tommy MI: D

Email Address: TDP4523@Gmail.com

Social Security Number: [REDACTED] Date of Birth: _____

Title: President Number of Shares 500

Spouse's Last Name: _____ First Name: _____ MI: _____

Email Address: _____

Social Security Number: _____ Date of Birth: _____

Last Name: Wang First Name: Yan Yong MI: _____

Email Address: Yanrandyyan@hotmail.com

Social Security Number: [REDACTED] Date of Birth: _____

Title: Vice President Number of Shares 500

Spouse's Last Name: Wang First Name: Liu Feng MI: _____

Email Address: liuangelafang@hotmail.com

Social Security Number: [REDACTED] Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Email Address: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse's Last Name: _____ First Name: _____ MI: _____

Email Address: _____

Social Security Number: _____ Date of Birth: _____

Is the applying LLC/Corporation owned 100% by another LLC/corporation?

☐ YES

☒ NO

If yes, provide a Corporation Structure Form for the owning corporation.

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: _____ Ending Date: _____

Is this a Non-Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID # _____

APPLICATION FOR TEMPORARY OPERATING PERMIT

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

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

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

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

Name of current licensee (Seller, e.g., LLC or Corporation): FJ Guys Inc.

Name of applicant (Buyer; e.g. LLC or Corporation): Lucky Fortune Inc.

On this date _____ buyer and seller entered a contract for sale of the alcohol
(Date)

related business known as: Sakai Sushi Train License #: 126028
(Name of business currently licensed)

Located at:
555 Cornhusker Rd suite 203, Bellevue, NE 68005-7909
(Street Address) (City) (Zip Code)

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

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

[Signature] Tommy Pang 4/27/26
Signature of Seller Printed Name Date

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

[Signature] Tommy Pang 4/27/26
Signature of Buyer Printed Name Date

Nebraska Secretary of State

LUCKY FORTUNE, INC.

Thu Apr 30 10:29:42 2026

SOS Account Number

2508341254

Status

Active

Principal Office Address

3110 N. 171 AVENUE
OMAHA, NE 68116
USA

Registered Agent and Office Address

MICHAEL K. HUFFER
SUITE 302
9290 WEST DODGE ROAD
OMAHA, NE 68114

Nature of Business

RESTAURANT

Entity Type

Domestic Corp
Qualifying State: NE

Date Filed

Aug 20 2025

Next Report Due Date

Jan 01 2028

Corporation Position	Name	Address
President	TOMMY PANG	3110 N. 171 AVENUE OMAHA, NE 68116 USA
Secretary	TOMMY PANG	3110 N. 171 AVENUE OMAHA, NE 68116 USA
Treasurer	TOMMY PANG	3110 N. 171 AVENUE OMAHA, NE 68116 USA
Director	TOMMY PANG	3110 N. 171 AVENUE OMAHA, NE 68116 USA
Director	YAN YONG WANG	3110 N. 171 AVENUE OMAHA, NE 68116 USA

Corporation Position	Name	Address
Vice President	YAN YONG WANG	3110 N. 171 AVENUE OMAHA, NE 68116 USA

Filed Documents

Filed documents for LUCKY FORTUNE, INC. may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Articles of Incorporation	Aug 20 2025	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Oct 15 2025	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Feb 26 2026	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

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

[Continue to Order](#)

[↑ Back to Top](#)

Sakai Sushi Train

Sakai Sushi Train is a technology-integrated Japanese restaurant in Bellevue, Nebraska, featuring a rotating conveyor belt and a separate "second-tier" express train for custom orders. A business plan for such a niche concept must focus on maintaining high operational efficiency while leveraging its unique entertainment value to compete with traditional sushi bars in the Omaha metro area.

1. Executive Summary

- **Mission:** To provide an innovative and interactive dining experience that marries traditional Japanese cuisine with modern delivery technology.
- **Unique Selling Proposition (USP):** The only conveyor belt sushi restaurant in Bellevue and the second in the Omaha-Metro area. It uses color-coded plates for easy customer budgeting.

2. Business Description

- **Location:** 555 Cornhusker Rd, Suite 203 & 204, Bellevue, NE 68005.
- **Owners:** Tommy Pang and Yan Yong Wang
- **Core Systems:**
 - **Rotating Conveyor:** Continuously offers small, color-coordinated plates of sushi and appetizers.
 - **Bullet Train:** Special orders are sent directly to tables on a dedicated second-tier track.
 - **Interactive Tech:** Tablets used by wait staff to decrease order prep times for ordering from the kitchen and from bullet train.

3. Market Analysis

- **Target Audience:** Families seeking entertainment (popular with kids), local business professionals for lunch, and sushi enthusiasts in Bellevue/Offutt AFB area.
- **Market Trends:** Consumers are increasingly seeking "experiential dining" and healthy alternatives to traditional fast food.
- **Competitors:**
 - **Direct: Yamato Sushi** (Omaha) is the primary regional competitor with a similar conveyor belt model.
 - **Indirect (Local):** High-quality traditional spots like Umami and Kaiyo Sushi in Bellevue.

4. Menu & Operations

- **Menu Scope:** Includes sushi rolls, sashimi, ramen, hibachi, and Chinese menu (e.g., Crab Rangoon).
- **Special Offers:** "All You Can Eat" specials on Mondays and regular train and menu service from Tuesday to Sunday. Happy hour offerings to be added
- **Alcohol:** to serve specialty cocktails, sake, and wine.
- **Pricing:** Plate prices are determined by color \$3.50–\$7.50 range

5. Marketing Strategy

- **Social Engagement:** Active on Facebook and Instagram to showcase visual "train" elements.
- **Review Management:** Maintaining high ratings on platforms like Yelp, Google and Grubhub to attract first-time visitors.

6. Critical Success Factors (SWOT)

- **Strengths:** High-tech novelty, fast service, family-friendly atmosphere.
- **Weaknesses:** Kitchen efficiency during peak "packed" hours can lead to long wait times.
- **Opportunities:** Expansion of the "All You Can Eat" program and adding a happy hour offering.
- **Threats:** Ingredient cost inflation (seafood) and staffing challenges common in the restaurant industry.

ALCOHOL INVENTORY

[illegible][illegible]

ALCOHOL INVENTORY

Brand Name	Size	Qty.
Arrow Melon Liqueur	1 L	2
Arrow Peac Liqueur	1 L	2
Sutter Home Merlot	187ml	15
Sutter Home Cabernet sauvignon	187ml	14
Sutter Home Moscato	187ml	18
Sutter Home White Zinfandel	187ml	12
Sutter Home Pinot Grigio	187ml	16
Budweiser	case	1.25
Bud light	case	2.5
Asahi super dry	Case	2.75
Tsingtao	case	3.25
Kirin Ichiban	case	1.25
Coors light	12oz	12
heineken	12oz	6
Miller light	case	1
blue moon	case	1
Sapporo	case	1
Michelob ultra	case	1.25
Corona	case	1.50

Brand Name	Size	Qty.
Lucky buddha	case	2.25
sycamore lane merlot	1 L	2
Junmai sake	1 L	3
sayuri sake	720ml	2
Hakushika Pear sake	720ml	1
moonstone pear/plum/ coconut lemongrass saka	750ml	7
Hana sake lychee	750ml	6
Hana sake pineapple	750ml	12
Hana sake Peach	750ml	8
Hana sake yuyu	750ml	6
Hana sake fuji Apple	750ml	3
Absolut vodka	750ml	1.5
Remy Martin vsop	750ml	2
Montezuma Triple sec	750ml	4
Hendricks Gin	1L	1
Daimyo-no Shinobu Whisky	700ml	2
Jack Daniels original / Tennessee fire	1L	4
Disaronno	1L	1.5
martell cognac blue swift	750ml	3

3-31-2022
#126028

**FIRST AMENDMENT TO LEASE AGREEMENT
(Suites 203 and 204-SAKAI SUSHI)**

This FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment") is made and entered into as of November 4, 2022 (the "Effective Date"), by and between **RICHMONT POINTE II, LLC**, a Nebraska limited liability company, its successors and/or assigns, ("Landlord"), and **FJ GUYS, INC.**, a Nebraska Corporation d/b/a **SAKAI SUSHI**, ("Tenant"),

RECITALS:

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated November 4, 2022 (the "Lease"), with respect to premises located at 555 Cornhusker Road, Suites 203 and 204, Bellevue, Nebraska (the Premises); and

WHEREAS, Article I subparagraph (i) provides that the Lease term shall be seven (7) years and four (4) months (eighty-eight months total); and

WHEREAS, Article I, subparagraph (s) is missing the description of base rent for months 77 through 88 by virtue of clerical error,

AMENDMENT:

NOW THEREFORE, the Lease is hereby amended to correct the above described clerical error by addition of the following to Article I, subparagraph (s):

-Months 77-88- \$20.49 psf equals \$4,555.61 (plus Operating Expenses)

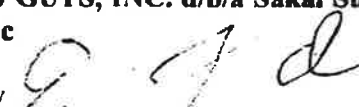
Except as amended by this First Amendment, the Lease is hereby ratified and confirmed.

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

TENANT

**FJ GUYS, INC. d/b/a Sakai Sushi
Inc**

By


Qin Hang Shi (Johnny), President

LANDLORD

RICHMONT POINTE II, LLC, Sarco,

Managing Member

By

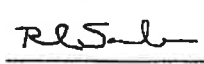

Rick R. Sanders
President, Sarco, Inc.

EXHIBIT "D"

**COMMENCEMENT DATE MEMORANDUM
Suites 203 and 204, Richmond Pointe II
Sakai Sushi, Tenant**

THIS COMMENCEMENT DATE MEMORANDUM is hereby made a part of the Lease dated November 4, 2022 by and between **RICHMONT POINTE II, LLC**, Landlord, and **FJ GUYS, INC. d/b/a SAKAI SUSHI**, Tenant, with respect to the Premises located at **Suites 203 and 204, Richmond Pointe II, 555 Cornhusker Road, Bellevue, NE 68005**.

In accordance with Article I subparagraph (p) of the Lease referred to above, the Landlord and Tenant agree as follows:

1. That the Tenant was given possession of the leased Premises for completion of Tenant's Work on November 12, 2022 and that the **Lease Commencement Date** is therefore **November 12, 2022**.
2. That the **Rent Commencement Date** for the leased Premises is the earlier of Tenant opening for business or 140 days after the Lease Commencement Date. The **Rent Commencement Date** is therefore the earlier of the date Tenant opens for business which date is: _____, or **April 1, 2023**.
(insert when known)

Dated this 21st day of November, 2022.

**RICHMONT POINTE II LLC,
LANDLORD**

By: RS
Sarco, Inc. Manager,
By Rick Sanders,
President, Sarco, Inc.

**FJ GUYS, INC. d/b/a SAKAI SUSHI
TENANT**

By: QHS
Qin Hang Shi (Johnny), President

BUSINESS PROPERTY LEASE-RICHMONT POINTE II

(Suites 203 and 204—SAKAI SUSHI)

THIS LEASE ("Lease") is made and entered into this 4th day of November, 2022, by and between **RICHMONT POINTE II, LLC**, a Nebraska Limited Liability Company, its successors and/or assigns, ("Landlord") and **FJ GUYS, INC., a Nebraska Corporation d/b/a SAKAI SUSHI**, ("Tenant" or "Sakai Sushi"), upon the following terms and conditions:

Note: Sakai Sushi will be doing business conjunctively with Thirst-Tea Café which will occupy the adjacent suites 201 and 202 and will be connected to Sakai Sushi's space. Thirst-Tea Café will share its restroom space with Sakai Sushi and in return the cost of 400 square feet of Thirst Tea Café's space will be allocated to Sakai Sushi and paid by Sakai Sushi. In the event Sakai Sushi ceases paying rent, the allocated 400 square feet will be paid by Thirst-Tea Cafe. The operators of Thirst-Tea Café are Tommy Pang and Yan Yong Wang (Randy).

ARTICLE I

BASIC LEASE PROVISIONS

Each of the following subparagraphs is individually referred to in this Lease as a "Basic Lease Provision" and is contained in this paragraph for convenience. Each reference in this Lease to a Basic Lease Provision shall be construed to incorporate all of the terms of such Basic Lease Provision. In the event of any conflict between a Basic Lease Provision and any other provision of this Lease, such other provision shall govern.

- (a) Landlord: **Richmont Pointe II, LLC**
- (b) Landlord's Address for Notices and Rent Payments:
Richmont Pointe II
702 Fort Crook Road South
Bellevue, NE 68005
email address: ricksanders@richmontvillage.com
- (c) Tenant: **FJ Guys, Inc.**
- (d) Tenant's Address for Notices:
555 Cornhusker Road, Suite 203
Bellevue, Nebraska 68005
email address: glcoa1314@hotmail.com (Qin Hang Shi (Johnny))
copy to: tdp4523@gmail.com (Tommy Pang)
- (e) Tenant's Trade Name: **Sakai Sushi.**
- (f) Address of Premises: **555 Cornhusker Road, Suite 203, Bellevue, NE 68005.**

- (g) Name and Address of Shopping Center: **Richmont Pointe II, 555 Cornhusker Road, Bellevue, Nebraska 68005**
- (h) Approximate Square Footage in Tenant's Premises: Suite 203 (1,153) plus Suite 204 (1,115) equals 2,268 plus 400 square feet allocated from Thirst-Tea Café's lease in return for Thirst Tea Café allowing Sakai Sushi to use its restroom space. **Total square footage for rent computation equals 2,268 plus 400 = 2,668 total sq. ft. [Note: This figure does not include entry vestibule however this area is part of leased Premises.]**
- (i) Number of Years in Initial Lease Term: **Seven (7) years and four (4) months**, Plus Renewal Option Period: **one (1) of five (5) years**, in accordance with Section 35.2.
- (j) Annual Base Rent Per Square Foot (NNN): Months 1-4 **\$0 (free rent period)**; Months 5-16 **\$18.20 psf**; Months 17-28 **\$18.56 psf**; Months 29-40 **\$18.93 psf**; Months 41-52 **\$19.31 psf**; months 53-64 **\$19.70 psf**; Months 65-76 **\$20.09 psf**.
- (k) Total Initial Annual Estimated Operating Expenses: **\$4.60** per square foot for real estate taxes, fire and extended coverage insurance and common area maintenance as further set out in (k), (l) and (m), below.
- (k) Initial Estimated Annual Common Area Maintenance Charge: **\$2.30** per square foot
- (l) Initial Estimated Annual Insurance Contribution: **\$0.40** per square foot
- (m) Initial Estimated Annual Tax Contribution: **\$1.90** per square foot.
- (n) Permitted Use of Premises: **Sushi restaurant with conveyor service for dining in and take out including the sale of alcohol as permitted.**
- (o) Security Deposit: Security deposit is equal to first and last month's Base Rent and Operating Expenses. First month's Base Rent and Operating Expenses is **\$4,309.20**. Last month's Base Rent and Operating Expenses based on current operating expense is **\$4,666.41**. **Total Security Deposit is \$8,975.61 due on signing this Lease.**

Detail on computation of above: First month's Base Rent is \$3,439.80 (2,668 sq. ft. x \$18.20) plus Operating Expenses of \$869.40 (2,668 sq. ft. x \$4.60) equals **\$4,309.20 total first month's Base Rent and Operating Expenses**. Last month's Base Rent is \$3,797.01 (2,668 sq. ft. x \$20.09) plus current Operating Expenses of \$869.40 (2,668 sq. ft. x 4.60) equals **\$4,666.41 total last month's Base Rent and Operating Expenses**. Total first and last month's Base Rent and Operating Expenses equals **\$8,975.61 due on signing**.
- (p) Lease Commencement Date and Rent Commencement Date: The Lease Commencement Date shall be: **upon delivery of the Premises to Tenant for**

completion of Tenant's Work. This date is: _____ (insert when known). The Rent Commencement Date shall be: **1) the earlier of Tenant opening for business within the Premises or 2) one hundred and forty (140) days after delivery of the Premises to Tenant for completion of Tenant's Work. This date is: _____ (insert when known).** Note: Landlord and Tenant may elect to prorate initial or subsequent rent payment to have rent payments fall due on 1st of month.

- (q) Approximate number of Square Feet in Shopping Center: **21,771 sq. ft.; Tenant fraction: 2,668/21,771 sq. ft. =12.25 %.**
- (r) Initial Base Rent Plus Operating Expenses. Suites 203 and 204 include 2,268 sq. ft. plus allocation of 400 sq. ft. from Thirst-Tea equals 2,668 sq. ft. for computation of rent.
 - Months 1-4 Free Rent Period
 - Months 5-16: **\$18.20 psf equals \$3,439.80/ month Base Rent plus initial monthly Operating Expenses of \$869.40 equals total Base Rent and Operating Expenses of \$4,309.20/month.**
- (s) Subsequent Base Rent-Initial Lease Term (note: **2% annual escalator**):
 - Months 17-28 - **\$18.56 psf equals \$4,126.51/mo.** (plus Operating Expenses applicable at the time)
 - Months 29-40 - **\$18.93 psf equals \$4,208.77** (plus Operating Expenses)
 - Months 41-52 - **\$19.31 psf equals \$4,293.26** (plus Operating Expenses)
 - Months 53-64 - **\$19.70 psf equals \$4,379.97/mo.** (plus Operating Expenses)
 - Months 65-76 - **\$20.09 for main suites equals \$4,466.68** (plus Operating Expenses)
- (t) Tenant's Allowance: **\$50.00** per square foot of the Premises including 400 sq. ft. allocation from Thirst-Tea (2,268 sq. ft. x \$50 equals **\$113,400**) to be paid by Landlord to Tenant for Tenant's Improvements in accordance with Sections 34.1 and 34.2.

Payment of Operating Expenses: Payments for Tenant's portion of Operating Expenses will commence on the Rent Commencement Date. Tenant will place gas, electric, water and other applicable utility services in Tenant's name upon delivery of the Premises with Landlord's Work complete (Lease Commencement Date).

ARTICLE II

PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises located in the spaces shown on Exhibit A (the "Premises"). The address of the Premises is set forth as a Basic Lease Provision in Article I, subsection (f). As indicated on **Exhibit "A"**, the Premises are part of the "Shopping Center," which is identified as a Basic Lease Provision in Article I, subparagraph (g). The Premises contains the approximate number of square feet of floor space that is set out as a Basic Lease Provision in Article I, subparagraph (h). The use and occupation by Tenant of the Premises shall include the irrevocable license for the term (including any renewals) of this Lease to use, in common with others entitled thereto, the common areas of the Shopping Center.

"Common Areas" shall include parking areas, loading facilities, truck service-ways, service corridors, landscaped areas, streets, sidewalks, driveways and such other areas as may be so designated from time to time by Landlord for the common use of tenants in the Shopping Center, subject, however, to the terms and conditions of this Lease and such reasonable rules and regulations as Landlord shall adopt from time to time in connection therewith.

ARTICLE III

TERM

This Lease shall be for a term consisting of the number of years set forth as a Basic Lease Provision in Article I, subparagraph (i), unless sooner terminated pursuant to the provisions of this lease. The commencement date of the term of this Lease (the "Lease Commencement Date") shall be that date set forth as a Basic Lease Provision in Article I, subparagraph (p). If the Lease Commencement Date occurs on a day other than the first day of a calendar month, or if the expiration occurs on a day other than the last day of a calendar month, then the monthly rent for such fractional month will be prorated on a daily basis. Earlier or later possession shall not change the termination date of this Lease. This Lease shall not be void or voidable in the event of a late delivery of possession by Landlord, nor shall Landlord be liable to Tenant for any resulting loss or damage.

ARTICLE IV

USE OF PREMISES

The Premises are leased to Tenant, and are to be used by Tenant, for the permitted use set forth as a Basic Lease Provision in Article I, subparagraph (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 and sanitary condition, to use all reasonable precaution to prevent waste, damage or injury to the Premises.

ARTICLE V

PAYMENT OF RENT AND OPERATING EXPENSE

Section 5.1. **Base Rent and Operating Expense.** Tenant agrees to pay to Landlord at the address set forth in Basic Lease Provision, Article I, subparagraph (b), or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first date of each month, the sums set forth in Basic Lease Provision, Article 1, subparagraphs (r) and (s) which include Base Rent and Tenant's Fraction of Operating Expenses.

Section 5.2. **Tenant Payments.** Tenant agrees to pay the Base Rent and Operating Expenses when due, together with all adjustments and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

Section 5.3. **Late Charge.** If Tenant fails to pay the Base Rent together with Tenant's share of Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the fifth day after such payments are due, Tenant agrees to pay Landlord a late charge equal to five percent (5%) of the amount past due.

Section 5.4. **Security Deposit.** As partial consideration for the execution of this Lease, Tenant has delivered to Landlord the sum set forth as a Basic Lease Provision in Article I, subparagraph (o) as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

Section 5.5. **Tenant Fraction.** That fraction whose numerator is the total number of square feet of floor space contained in the Premises and whose denominator is the total number of square feet of leasable floor space contained in the Shopping Center (the "Tenant Fraction") may be adjusted in the event of addition or deletion to the Shopping Center. The initial Tenant Fraction is set out as a Basic Lease Provision in Article I, subparagraph (q).

ARTICLE VI

REAL ESTATE TAXES AND ASSESSMENTS

Section 6.1. Landlord agrees to pay, prior to delinquency, the general real estate taxes and installments of special taxes, assessments, or levies of any kind however denominated payable during the term of this Lease (collectively referred to in this paragraph as the "Taxes") on the land and improvements constituting the Shopping Center, provided that Tenant shall pay to Landlord for each calendar year, as additional rent, the Tenant Fraction of the taxes actually paid by Landlord during such calendar year, regardless of the tax period to which such Taxes relate. If any portion of the Shopping Center is assessed for real estate tax purposes as a separate parcel and the Taxes on such separate parcel are payable by a tenant or owner other than Landlord, then such Taxes shall not be included in the Taxes for purposes of Tenant's Tax Contribution under this Article VI and in such event the denominator of Tenant Fraction for purposes of this Article shall be reduced by the number

of square feet of leasable floor space contained in the building or buildings located on such separate parcel.

Section 6.2. Tenant shall pay to Landlord, as additional rent, at the same time and in the same manner as provided for payment of Base Rent in Article V hereof, 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 30 days after the end of each Lease year, Tenant shall pay to Landlord any unpaid portion of Tenant's Tax Contribution for such calendar year or shall be entitled to a credit from Landlord for any excess Tax Contribution actually paid by Tenant for such calendar year. Tenant's Tax Contribution shall be prorated for any period which Tenant occupies the Premises for only part of the calendar year. Tenant's estimated Tax Contribution for the first calendar year is set forth as a Basic Lease Provision in Article I, subparagraph (m). Tenant agrees to pay when due all property taxes of any kind which during the term of this Lease may be assessed against any personal property, fixtures, or leasehold improvements of Tenant at any time located in or about the Premises, as well as any increase in the Taxes resulting from any improvements or alterations made to the Premises by Tenant pursuant to Article XII.

ARTICLE VII

FIRE AND EXTENDED COVERAGE

Section 7.1. Landlord agrees to purchase and maintain during the term of this Lease fire insurance with an extended coverage endorsement, including, but not limited to, windstorm and tornado damage of the Premises, with a responsible insurance company or companies authorized to do business in the State of Nebraska. Such insurance shall be obtained in the amount of the replacement value of the Shopping Center excluding trade fixtures.

Section 7.2. Tenant shall pay to Landlord for each calendar year, as additional rent, the Tenant Fraction of the premiums actually paid by Landlord for the insurance coverage referred to in Section 7.1 (the "Tenant's Insurance Contribution"). Tenant Fraction is set forth as a Basic Lease Provision in Article I, subparagraph (q). If any building in the Shopping Center is separately insured against physical loss or damage and the premiums for such separate insurance are payable by a tenant or owner other than Landlord, then such insurance premiums shall not be included in the premiums upon which Tenant's Insurance Contribution is based and in such event the denominator of Tenant Fraction for purposes of allocation of casualty insurance shall be reduced by the number of square feet of leasable floor space contained in the building or buildings which are covered by such separate insurance.

Section 7.3. Tenant shall pay to Landlord, as additional rent, at the same time and in the same manner as provided for payment of Base Rent in Article V hereof, an amount equal to one-twelfth (1/12) of Tenant's estimated Insurance Contribution for such calendar year as determined annually and communicated to Tenant in writing by Landlord. Within 30 days after the end of each calendar year, Tenant shall pay to Landlord any unpaid portion of its actual Insurance Contribution for such calendar year or shall be entitled to a credit from Landlord for any excess Insurance Contribution actually paid by Tenant for such calendar year. Tenant's estimated Insurance Contribution for the first calendar year is set forth as a Basic Lease Provision in Article I,

subparagraph (l). Tenant's Insurance Contribution shall be prorated for any period which Tenant occupies the Premises for only part of the calendar year.

ARTICLE VIII

COMMON AREA MAINTENANCE CHARGES

Section 8.1. Except as otherwise provided in this Lease, Landlord shall operate and maintain the Common Areas during the term of this Lease in good order and repair in accordance with reasonable standards of shopping center cleanliness and maintenance, provided that Tenant at its expense shall keep the Common Areas free of litter, trash and debris generated by or resulting from the operation of Tenant's business in and about the Premises. Tenant shall pay to Landlord for each calendar year, as additional rent, the Tenant Fraction of the costs paid, incurred or accrued by Landlord for operating and maintaining the Common Areas (the "Tenant's Common Area Maintenance Charge"). Tenant Fraction is set forth as a Basic Lease Provision in Article I, subparagraph (q).

Section 8.2. Tenant shall pay to Landlord, as additional rent, at the same time and in the same manner as provided for payment of Base Rent in Section 5.1 hereof, an amount equal to one-twelfth (1/12) of Tenant's estimated Common Area Maintenance Charge for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord. Tenant's estimated Common Area Maintenance Charge for the first calendar year is set forth as a Basic Lease Provision in Article I, subparagraph (k). Within 30 days after the end of each calendar year, Tenant shall pay to Landlord any unpaid portion of its actual Common Area Maintenance Charge for such calendar year or shall be entitled to a credit from Landlord for any excess Common Area Maintenance Charge actually paid by Tenant for such calendar year. If Tenant shall occupy the Premises only during part of a calendar year, Tenant's Common Area Maintenance Charge for such partial calendar year shall be prorated for such partial calendar year. Landlord may change the amount to be paid by Tenant at any time upon written notice to Tenant. Landlord agrees to furnish Tenant within a reasonable amount of time after the end of each calendar year, with a detailed breakdown of all Common Area Maintenance Charges for the Shopping Center and Tenant's proportionate share thereof. Landlord shall also furnish Tenant, from time to time, with such information substantiating the Common Area Maintenance Charges as Tenant may reasonably request. Tenant shall also have the right, at any time from time to time upon request, during normal business hours, at its expense, to audit Landlord's books and records concerning such charges.

Section 8.3. The costs of operating and maintaining Common Areas shall include, but not be limited to, lighting, electricity, heating and air conditioning for any enclosed portions of the Common Areas; professional property management services; water; cleaning, sweeping and other janitorial services; trash removal and maintenance of refuse receptacles; snow and ice removal; application of sand and/or ice melt; pollution control; repairing, repainting, sealing and re-stripping the parking lot; repairing curbs and sidewalks; landscaping of all outdoor common areas and landscape maintenance including fountains, other decorative features and sprinkler systems; sewer charges; maintaining markers and signs; seasonal holiday decorations; music to common areas; removing trash from the common areas; wages, payroll taxes, worker's compensation insurance and other benefits paid to, or on behalf of, employees; parking lot liability insurance; licenses and permit

fees; policing and security services; fire protection; traffic direction; repairs, replacements, depreciation and maintenance of equipment or rent paid for leasing such equipment; maintenance supplies; personal property taxes; and all costs of labor, material and supplies for maintenance, repair, replacement and operation of the Shopping Center.

ARTICLE IX

CONTROL OF COMMON AREAS BY LANDLORD

Landlord reserves the following rights with respect to the common areas of the Shopping Center:

- (a) to establish reasonable rules and regulations for the use of the common areas, including, without limitation, the delivery of goods and the disposal of trash;
- (b) to use or permit the nonexclusive use of the common areas by others to whom Landlord may grant or have granted such reasonable rights in such manner as Landlord may, from time to time, reasonably designate, including, but not limited to, sales and special promotional events;
- (c) to temporarily close all or any portion of the common areas, to make repairs or changes in accordance with this Lease, to prevent a dedication of the common areas or the accrual of any rights to any person or to the public;
- (d) to change the layout of such common areas, including the right to add to or subtract from their shape and size, whether by the addition of building improvements or otherwise; provided, however, that in all events, such construction or change shall not obstruct or materially and adversely change the ingress or egress to the Premises, impair the visibility of the Premises or otherwise unreasonably interfere with Tenant's use and enjoyment of the Premises;
- (e) to enter into operating, maintenance or similar agreements with respect to the common areas; and
- (f) to do such other acts in and to the common areas as in Landlord's reasonable judgment may be desirable; provided, however, that such rights shall be exercised in such manner as not to unreasonably interfere with Tenant's conduct of its business in the Premises.

ARTICLE X

UTILITIES

Upon Tenant's possession of the Premises, Tenant shall contract, in its own name, for and pay when due all charges for connection or use of gas, electricity, telephone, water and other

applicable utility services, supplied to the Premises during the term of this Lease. Under no circumstances shall Landlord be responsible for any interruption of any utility service.

ARTICLE XI

ACCEPTANCE OF PREMISES

Landlord shall deliver to Tenant possession of the Premises on the Lease Commencement Date. If the Premises have been previously occupied, Tenant agrees to accept the Premises in "as is" condition, provided that HVAC, electrical, plumbing and other building systems shall be in good working order. Tenant shall be entitled to the use of any equipment and fixtures remaining in the Premises from any previous Tenant ("Previous Tenant's Improvements") but agrees to return same to Landlord at the termination of Lease in good condition, ordinary wear and tear excepted. These items, if any, are set out in Exhibit "F". All construction or improvements by Tenant ("Tenant's Improvements") must be approved by Landlord in writing prior to commencement of construction.

Any occupancy by Tenant prior to the Commencement Date, even though rent free, shall in all other respects be subject to this Lease. By occupying the Premises as a Tenant or to complete Tenant's Improvements and install fixtures, facilities or equipment, Tenant shall be deemed conclusively to have accepted the same and to have acknowledged that the Premises are in an acceptable condition, except as to defective items then specified in writing by Tenant. Landlord shall have no obligation for repair with respect to any "Previous Tenant's Improvements" set out in Exhibit "F". Landlord shall not be responsible nor have any liability whatsoever at any time for loss or damage to Tenant's Improvements or Previous Tenant's Improvements or to fixtures, equipment or other property of Tenant installed or placed by Tenant on the Premises, except when caused by Landlord's gross negligence or intentional misconduct.

ARTICLE XII

ALTERATIONS

Section 12.1. Tenant shall not, without Landlord's prior written consent, either make, or cause to be made, any alterations, additions or improvements in or to the Premises or any part thereof (structural or otherwise), including, but not limited to, the foundations, the roof and any signs, shades or awnings located outside of the Premises.

Section 12.2. Tenant shall promptly pay its contractors, subcontractors and materialmen for all work done or performed at the Premises by or on behalf of Tenant, so as to prevent the assertion or imposition of any lien or claim upon or against the Shopping Center, the Premises or Landlord and should any such lien or claim be asserted or filed, Tenant shall bond against or discharge the same within 10 days after Tenant receives notice thereof. Landlord may satisfy and remove any such lien or claim by paying the full amount claimed or otherwise, without investigating the validity thereof, if Tenant fails to comply with the foregoing provision. Tenant shall reimburse Landlord, including Landlord's reasonable attorneys' fees, costs and expenses, together with interest at the rate of 14% per annum from the date of Landlord's payment until repaid by Tenant. In no event shall

Tenant have any authority whatsoever to enter into any agreement on behalf of Landlord which could result in the imposition of any lien or claim against the Premises or the Shopping Center.

ARTICLE XIII

SIGNS

Tenant will not, without Landlord's prior written consent, place or suffer to be placed or maintained on any exterior door, wall or window of the Premises, any sign, awning or canopy or advertising matter or other thing of any kind, and will not, without such consent, place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises. Landlord's consent may be given or withheld in a manner so as to assure reasonable uniformity throughout the Shopping Center and to maintain a first-class appearance of the same. All signs, awnings, canopies, decorations, lettering, advertising matter or other things so approved by Landlord and installed by Tenant shall at all times be maintained by Tenant, at its expense, in good condition and repair. Please refer to Exhibit "C", Exterior Sign Specifications, attached to and made a part of this Lease.

ARTICLE XIV

ASSIGNMENT OR SUBLEASE

Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord.

Landlord may consider the following in determining whether to withhold consent: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant and (c) nature and legality of the proposed use of the Premises.

Landlord shall have the right to assign its interest under this Lease or the rent reserved hereunder.

ARTICLE XV

REPAIRS AND MAINTENANCE

Landlord agrees to maintain in good condition and repair as necessary the foundations, roof, exterior portions of the outside walls (exclusive of glass, windows and doors), gutters and downspouts of the Shopping Center, which shall be maintained by Landlord at its cost, except when the condition requiring such repairs shall result from the negligence or willful act of Tenant, its officers, employees, invitees, servants or agents. Tenant shall be responsible for all repairs, replacements and routine maintenance of HVAC equipment during the term of this Lease. Tenant agrees that it will provide and perform, at its own cost and expense, regular maintenance and all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior walls, floors, floor coverings, light bulbs, ballasts, doors, door frames, exterior decks and patios including railings, stairways and lighting appurtenant thereto, windows, plate glass

and the heating, ventilation & air conditioning (HVAC) systems, plumbing systems including sewers and drains, plumbing fixtures, electrical systems and any elevators servicing the Premises. Tenant will keep and maintain the Premises in first class condition. Tenant, at its own cost and expense will provide for janitorial and interior and exterior window washing for the Premises. Tenant agrees to do all redecorating, remodeling, alteration and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Shopping Center made necessary by any negligence or willful act of Tenant or any of its officers, invitees, servants, agents or employees, and to maintain the Premises in a safe, clean, neat and sanitary condition. All repairs, replacements or maintenance must be performed by a Landlord approved contractor. Tenant shall be entitled to no compensation for inconvenience, injury or loss of business arising from the making of any repairs by Landlord, Tenant or other tenants to the Premises or the Shopping Center, regardless of under which Article of this Lease such repairs are made. In the event of an emergency or in the event Tenant fails within a reasonably practicable time period after written notice from Landlord as to the need for such repairs to make such repairs for which Tenant is responsible under this Lease, Landlord may make such repairs and, upon completion thereof, Tenant shall forthwith pay, as additional rent, Landlord's actual and reasonable costs for making such repairs or replacements, together with interest upon such sums as shall be advanced by Landlord from the date of advancement at the rate of 14% per annum until reimbursed by Tenant.

ARTICLE XVI

CONDITION OF PREMISES

Except as provided herein, Tenant agrees that no promises, representations, statements or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises or the manner of operating the buildings or the making of any repairs to the Premises. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property in accordance with Article XXVII below and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted.

ARTICLE XVII

PERSONAL PROPERTY AT RISK OF TENANT

All personal property and trade fixtures in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property or trade fixtures of Tenant or its agents or employees in the Premises caused by any casualty, steam, electricity, sewage, gas or odors or from water, rain or snow which may leak into, issue or flow into the Premises from any part of the Shopping Center or from any other place, or for any damage done to Tenant's property in moving same to or from the Shopping Center or the Premises. Tenant shall give Landlord or its agents, prompt written notice of any damage to or defects in water pipes, sewer, electrical, gas or warming or cooling apparatus in the Premises.

ARTICLE XVIII

LANDLORD'S RESERVED RIGHTS

Without notice to Tenant, without liability to Tenant for damage or injury to property, person or business and without effecting an eviction of Tenant or a disturbance of Tenant's use or giving rise to any claim for set off or abatement of rent, Landlord and its agents shall have the right to:

- (a) change the name or street address of the Shopping Center;
- (b) install and maintain signs on or about the Shopping Center;
- (c) have access to all mail chutes according to the rules of the United States Post Office Department;
- (d) at reasonable times, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises (provided that the same do not impair Tenant's improvements to the premises), the Shopping Center or part thereof, and any adjacent building, land, street or alley, and during such operations to take into and through the Premises or any part of the Shopping Center all materials required, and to temporarily close or suspend operation of entrances, doors, corridors or other facilities to do so;
- (e) possess passkeys to the Premises;
- (f) show the Premises to prospective Tenants at reasonable times during the six-month period prior to expiration of the term of this Lease and exhibit "For Rent" signs thereon; and
- (g) take any and all reasonable measures, including inspections or the making of repairs, alterations and additions and improvements to the Premises or to the Shopping Center, which Landlord deems necessary or desirable for the safety, protection, operation or preservation of the Premises or the Shopping Center.

ARTICLE XIX

ACCESS BY LANDLORD

Landlord or Landlord's agents shall have the right to enter the Premises at all reasonable times upon reasonable advance notice to Tenant (except in cases of emergency) to examine the same and to show them to prospective purchasers and to make such repairs, alterations, improvements or additions as permitted under this Lease, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business.

ARTICLE XX

INSURANCE

Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Shopping Center or increase the risks covered by insurance on the Shopping Center or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Shopping Center on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies. However, this waiver shall apply only when permitted by applicable policies of insurance.

ARTICLE XXI

INDEMNITY

Tenant shall indemnify, hold harmless and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including reasonable attorneys' fees, asserted by or on behalf of any person, entity or governmental authority arising out of or in any way connected with (a) a failure by Tenant to perform any of the agreements, terms or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations or orders of any governmental authority; (c) any accident, death or personal injury, or damage to or loss or theft of property which shall occur on or about the Premises or the Shopping Center, except as the same may be the result of the gross negligence or intentional misconduct of Landlord, its employees or agents; or any risks associated with any so-called "dram-shop" liability.

ARTICLE XXII

LIABILITY INSURANCE

Tenant agrees to procure and maintain continuously during the term of this Lease, a policy or policies of insurance in a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord, and Tenant from all claims, demands or actions; such comprehensive insurance shall protect and name Tenant as the Insured and shall provide coverage of at least \$1,000,000 for injuries to any one person, \$1,000,000 for injuries to persons in any one accident and \$1,000,000 for damage to property, made by or on behalf of any person or persons, firm or corporation arising from, related to or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of sidewalks and other common areas by Tenant. All such insurance shall provide that Landlord shall be given a minimum of 10 days' notice by the insurance company prior to cancellation, termination or change of such

insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect and Tenant agrees to pay Landlord, upon demand, the premium cost thereof. The policy limits of any such insurance shall not, however, limit the liability of Tenant thereunder. Tenant agrees to provide Landlord with evidence of such coverage upon Tenant's possession of the Premises and at any time Landlord requests evidence of such coverage.

ARTICLE XXIII

DAMAGE BY FIRE OR OTHER CASUALTY

If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises un-tenantable, the Base Rent and Operating Expenses shall be abated while the Premises remain un-tenantable and, in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within 60 days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, this Lease shall be deemed canceled as of the date of the damage and Base Rent and Operating Expenses and all other prorated charges will be prorated to such date. If the extent of damage is not so great so as to render the Premises un-tenantable, the Premises will be promptly repaired and the Base Rent and Operating Expenses will not be abated in whole or in part.

ARTICLE XXIV

CONDEMNATION

If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken from the date of possession, and the Base Rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than 30 days after the taking or (b) to continue in possession of the remainder of the Premises, except that the Base Rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease or for any other estate or interest in the Premises now or hereafter vested in Tenant.

ARTICLE XXV

DEFAULT OR BREACH

Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- (a) if Tenant fails to pay Landlord any Base Rent or any other amounts required to be paid by Tenant when due hereunder;
- (b) if Tenant vacates or abandons the Premises or ceases to continually use the Premises for the purposes stated in Article IV above;
- (c) if Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act by answer or otherwise or makes an assignment for the benefit of creditors;
- (d) if involuntarily proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 30 days after the institution or appointment; or
- (e) if Tenant fails to perform or comply with any other term or condition of this Lease and if such nonperformance shall continue for a period of 10 days after written notice thereof by Landlord to Tenant, time being of the essence.

ARTICLE XXVI

EFFECT OF DEFAULT

In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

- (a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant;
- (b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate this Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises, all costs of re-renting and the difference between the rent due for the balance of the Lease term, as though the Lease had not been terminated, and the reasonable rental value of the Premises, which sum shall be immediately due Landlord from Tenant;

(c) Landlord may re-let the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may choose. In connection with any re-letting, Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the re-letting, for any alterations and repairs made and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from re-letting the Premises or any part thereof.

ARTICLE XXVII

SURRENDER; HOLDING OVER

Upon termination of this Lease, whether by expiration of the Lease term or otherwise, Tenant shall peaceably surrender the Premises, including all alterations, additions, improvements, decorations and repairs made thereto, clean and in good condition and repair, reasonable wear and tear excepted and damage for casualty, eminent domain or negligence or willful act of Landlord, its office, agents, employees, servants or invitees. Tenant shall remove all its trade fixtures and any of its other business equipment and personal property not required to be surrendered to Landlord before surrendering the Premises as aforesaid, and shall repair any damage to the Premises caused thereby. Any property of Tenant not removed by the end of the Lease term shall be deemed abandoned by Tenant and may be disposed of by Landlord without any obligation to account to Tenant therefore.

If the Premises are not promptly surrendered upon termination of this Lease as hereinabove set out, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, claims made by the succeeding Tenant founded on such delay, and lost rentals and prorated charges. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

If Tenant remains in possession after termination of this Lease without a written Lease, Tenant shall be deemed a trespasser. If Tenant pays and Landlord accepts Base Rent for a period after termination, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all of the other terms and provisions of this Lease, except that the Base Rent will be twice the monthly Base Rent in effect immediately prior to the termination.

ARTICLE XXVIII

SUBORDINATION AND ATTORNMENT

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 Shopping Center 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. Tenant further agrees to execute any estoppel certificate which may be required by any lender of Landlord or mortgage holder on the Shopping Center.

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 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.

ARTICLE XXIX

NOTICES

Any notice given hereunder shall be given in writing and sent by personal delivery or by registered or certified mail to Landlord at the address set forth as a Basic Lease Provision in Article I, subparagraph (b) and to Tenant at the address set forth as a Basic Lease Provision in Article I, subparagraph (d) or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein. Notices may be given by email or similar electronic means and shall be deemed received by the recipient upon receipt by sender of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, return e-mail or other written acknowledgment). If electronic notice is not sent during normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next business day of the recipient.

ARTICLE XXX

Intentionally Deleted

ARTICLE XXXI

RULES AND REGULATIONS

Tenant and Tenant's agents, employees and invitees shall fully comply with all rules and regulations of the Shopping Center, as amended from time to time, which are made a part of this Lease as if fully set forth herein. Landlord shall have the right to adopt and to amend such rules and regulations as Landlord deems necessary or desirable for the safety, care, cleanliness or proper operation of the Premises and the Shopping Center.

Tenant agrees as follows:

(a) The delivery or shipping of goods, merchandise, supplies and fixtures to and from the Premises shall be subject to such reasonable rules and regulations as in the judgement of Landlord are necessary for the proper operation of the Shopping Center.

(b) No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the Premises, without the prior written consent of Landlord which may be withheld in Landlord's sole discretion.

(c) Tenant shall not place or permit any obstructions or merchandise in the outside or common areas immediately adjoining the Premises or other common facilities, and shall not use such areas for business purposes other than for ingress and egress.

(d) Tenant shall have full responsibility for protecting the Premises and the property located therein from theft and robbery.

(e) Tenant shall not permit on the Premises any act or practice which is unlawful, immoral or which might injure the reputation of the Shopping Center.

(f) Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute or place handbills or other advertising matter in or on automobiles parked in the parking areas or other common areas.

(g) Tenant shall keep the Premises free and clear of rodents, bugs and vermin, and Tenant shall use, at its cost and at such intervals as Landlord shall reasonably require a reputable pest extermination contractor to provide extermination services in the Premises.

(h) Tenant shall not burn any trash, rubbish or garbage in or about the Premises or the Shopping Center.

ARTICLE XXXII

NET LEASE

This Lease is a net lease, and the parties agree and understand that Tenant shall pay Tenant's proportionate share of the Taxes, Insurance, Common Area Maintenance Charges and all other expenses as described in this Lease.

ARTICLE XXXIII

MISCELLANEOUS

Section 33.1. ***Binding on Assigns.*** All terms, conditions and agreements of this Lease shall be binding upon, apply and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

Section 33.2. ***Amendment in Writing.*** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement signed by Landlord and Tenant.

Section 33.3. ***Non-waiver.*** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

Section 33.4. ***No Surrender.*** No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of the rent or any other sums due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

Section 33.5. ***Captions.*** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe or construe the contents of such paragraphs.

Section 33.6. ***Brokers.*** The Brokers/Agents involved in this transaction are: **Colm Breathnach and Cindi Incontro with SAGE CAPITAL REAL ESTATE and CBRE OMAHA, respectively**, as agents for Landlord; and **no agent** for Tenant. Landlord and Tenant acknowledge that brokerage fees will be paid by Landlord and potentially shared by the brokers based on their separate agreement. Tenant hereby warrants that no other real estate broker has or will represent it in this transaction and that no finder's fees have been earned by a third party, except as specifically agreed to in writing by Landlord.

Section 33.7. ***Applicable Law.*** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

Section 33.8. ***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. **Tenant will endeavor to use the south parking lot for employee parking as is reasonable and needed.**

ARTICLE XXXIV

INITIAL IMPROVEMENTS OF THE PREMISES

Section 34.1 Landlord shall deliver possession of the Premises to Tenant in the condition described in attached **Exhibit B, "Landlord's Workletter"**. Upon acceptance, Tenant agrees to perform **"Tenant's Work"** as described in said **Exhibit "B"**. All of Tenant's Work shall be performed at Tenant's cost and expense. Tenant shall fully equip the Premises with all trade fixtures, lighting fixtures, furniture, furnishings, fixtures, floor coverings, any special equipment, and other items of personal property as may be necessary for the completion of the Premises and the proper operation of Tenant's business therein. All improvements made to the Premises by Tenant are hereinafter sometimes called **"Tenant's Improvements"**. All of Tenant's Work and any work or improvements not included in **Exhibit "B"** must be approved in writing by Landlord prior to commencement of such work or improvements.

Section 34.2 **Tenant's Allowance.** Landlord shall pay a Tenant Allowance for the construction and completion of Tenant's Work and Tenant's Improvements in accordance with the provisions of section (t) of the Basic Lease Provisions section of this Lease. Such payment shall be due within ten (10) days after receipt of a written request from Tenant but not before ten (10) days after Tenant opens for business to the public at the Premises. Payment of Tenant Allowance shall be subject to the following conditions: (i) Tenant shall deliver to Landlord reasonably satisfactory documentation of all costs and expenses incurred in connection with Tenant's Work and Tenant's Improvements; (ii) Tenant shall furnish to Landlord copies of lien waivers or releases from all suppliers; materialmen and contractors; or subcontractors who have supplied either labor or materials in connections with Tenant's Work or Tenant's Improvements.

ARTICLE XXXV

OTHER PROVISIONS

Section 35.1 **Limited Exclusive Use.** Landlord agrees that during the entire Term of this Lease, Landlord shall not rent any other space in the Shopping Center to another person or entity (i) whose primary business activity within the space leased, is or would be substantially the same as Tenant's primary business activity. For purposes of this Limited Exclusive Use, the following businesses or activities shall be excepted from this limitation: N/A

Section 35.2 **Option to Extend 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** ("Option Period") upon substantially the same terms and conditions contained in this Lease, **with the exception of the term and rental rate which shall be as agreed by Landlord and Tenant, not to exceed comparable space in the Omaha/Bellevue metropolitan area.** To exercise such option, the Tenant shall notify the Landlord in writing, at any time during the original term hereof but no later than four (4) months prior to the expiration of such term or Option Period of the Tenant's intention to extend such term.

Section 35.3 **Exhibits.** The following items and exhibits are attached to and made a part of this Lease:

Personal Guarantee
Exhibit "A" The Premises
Exhibit "B" Landlord's Workletter
Exhibit "C" Exterior Sign Specifications

Section 35.4 **Time of Essence.** The parties agree that time is an essential element to the performance of their respective obligations hereunder; provided, however, if the final date of any period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of the State of Nebraska or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday.

Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease from Tenant to Landlord.

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

TENANT

FJ GUYS, INC.

By 
Qin Hang Shi (Johnny), President

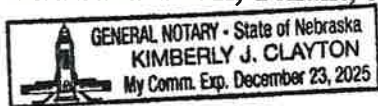
LANDLORD

Richmont Pointe II, LLC by Sarco, Inc., Managing Member

By: 
Rick R. Sanders
President, Sarco, Inc.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged by **Qin Hang Shi (Johnny)**, President of **FJ Guys, Inc. d/b/a Sakai Sushi, Tenant**, before me this 4th day of November, 2022.



Kimberly J. Clayton
Notary Public

My commission expires: December 23, 2025

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged by **RICK SANDERS, Landlord** and duly authorized representative of **Sarco, Inc. and Richmond Pointe II LLC** before me this 4th day of November, 2022.



Tracey Curry
Notary Public

My commission expires: 6-6-2023

PERSONAL GUARANTY

In order to induce **Richmont Pointe II LLC**, a Nebraska Limited Liability Company, its successors and assigns, ("**Landlord**") to enter into that certain Lease Agreement dated November 4, 2022, respecting space located at Suites 203 and 204, 555 Cornhusker Road, Bellevue, NE 68005 (the "**Lease**") between Landlord and **FJ GUYS, INC., a Nebraska Corporation d/b/a SAKAI SUSHI**, ("**Tenant**") or its successor, and in consideration of the benefits inuring to the undersigned (the "**Guarantor**") under said Lease, the receipt and sufficiency of which are represented by the Guarantor to Landlord to be sufficient and adequate, the Guarantor hereby unconditionally guarantees the performance of all of Tenant's obligations under the Lease, including, without limitation, the payment of rental as provided therein. This Guaranty shall remain in full force throughout the original lease term and any renewals thereof and any extension or renewal hereinafter agreed upon by Tenant and Landlord.

Guarantor hereby waives notice of acceptance of this Guaranty agreement and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices to it of default by Tenant under the Lease, and hereby waives diligence, presentment, protest and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby.

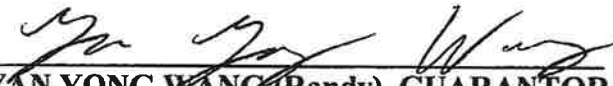
Guarantor further agrees that Landlord shall not be first or concurrently required to enforce against Tenant or any other person, any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor. The liability of Guarantor shall not be affected by any indulgence, compromise, settlement, or variation of terms which may be extended to Tenant by Landlord, or agreed upon by Landlord or Tenant, and shall not be affected by any assignment or sublease by Tenant of its interest in the Lease, nor shall the liability of the Guarantor be affected by the insolvency, bankruptcy (voluntary or involuntary), or reorganization of Tenant, nor by the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of Tenant or by action of Landlord, including but not limited to any assignment, pledge, conveyance or transfer of the Lease. Landlord and Tenant, without notice to or consent by Guarantor, may at any time or times enter into such modifications, extensions, amendments, or other covenants respecting the Lease as they may deem appropriate and Guarantor shall not be released thereby, but shall continue to be fully liable for the performance of all obligations and duties of Tenant under the Lease as so modified, extended or amended.

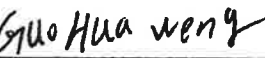
Guarantor further agrees: (a) to indemnify, defend and hold Landlord harmless from and against any claims, damages, expenses or losses, including to the extent permitted by law, the reasonable fees of an attorney, resulting from or arising out of any breach of the Lease or any term of the Lease by Tenant or by reason of Tenant's failure to perform any of its obligations thereunder; and (b) to the extent permitted by law, to pay any costs or expenses, including the reasonable fees of an attorney, incurred by Landlord in enforcing this Guaranty or the Lease. The Guarantor acknowledges that Landlord shall or may assign its rights under the Lease to anyone as security for a loan to be made by such institutional investor to Landlord OR FOR ANY OTHER REASON, and as long as any indebtedness of Landlord shall be outstanding AND/OR such assignment of the Lease shall exist, such lender or any assignee shall be entitled to bring any suit, action or proceeding against the undersigned for the enforcement of any provision of this Guaranty and it shall not be

necessary in any such suit, action or proceeding to make Landlord a party thereto. This Guaranty may not be modified or amended without the prior written consent of such assignee of Landlord's interest in the Lease and any attempted modification or amendment without such consent shall be void. This Guaranty shall be binding upon Guarantor, his heirs, legal representatives, successors and assigns, and shall inure to the benefit of Landlord and its successors and assigns. This Guaranty shall be governed by and construed and enforced in accordance with the laws of the State of Nebraska. If there is more than one Guarantor, the liability of each Guarantor shall be joint and several.

IN WITNESS WHEREOF, Guarantors have caused this instrument to be executed this 4th day of November, 2022.

Signed 
TOMMY PANG, GUARANTOR
3104 N 171st Avenue
Omaha, NE 68116
SSN: 160-66-7174

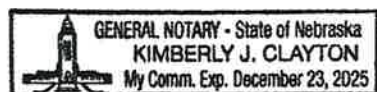
Signed 
YAN YONG WANG (Randy), GUARANTOR
3110 N 171st Avenue
Omaha, NE 68116
SSN: 089-84-7950

Signed 
GUO HUA WENG (Wa), GUARANTOR
19614 Franklin Street
Elkhorn, NE 68022
SSN: 695-14-7428

Signed 
QIN HANG SHI (Johnny), GUARANTOR
6139 S 102nd Street
Omaha, NE 68127
SSN: 100-84-6433

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged by **TOMMY PANG, YAN YONG WANG (Randy), GUO HUA WENG (WA), QIN HANG SHI (JOHNNY), GUARANTORS** before me this 4th day of November, 2022.



Kimberly J. Clayton
Notary Public

My commission expires: December 23, 2025

EXHIBIT "A"
THE PREMISES
Suites 203 and 204
Sakai Sushi

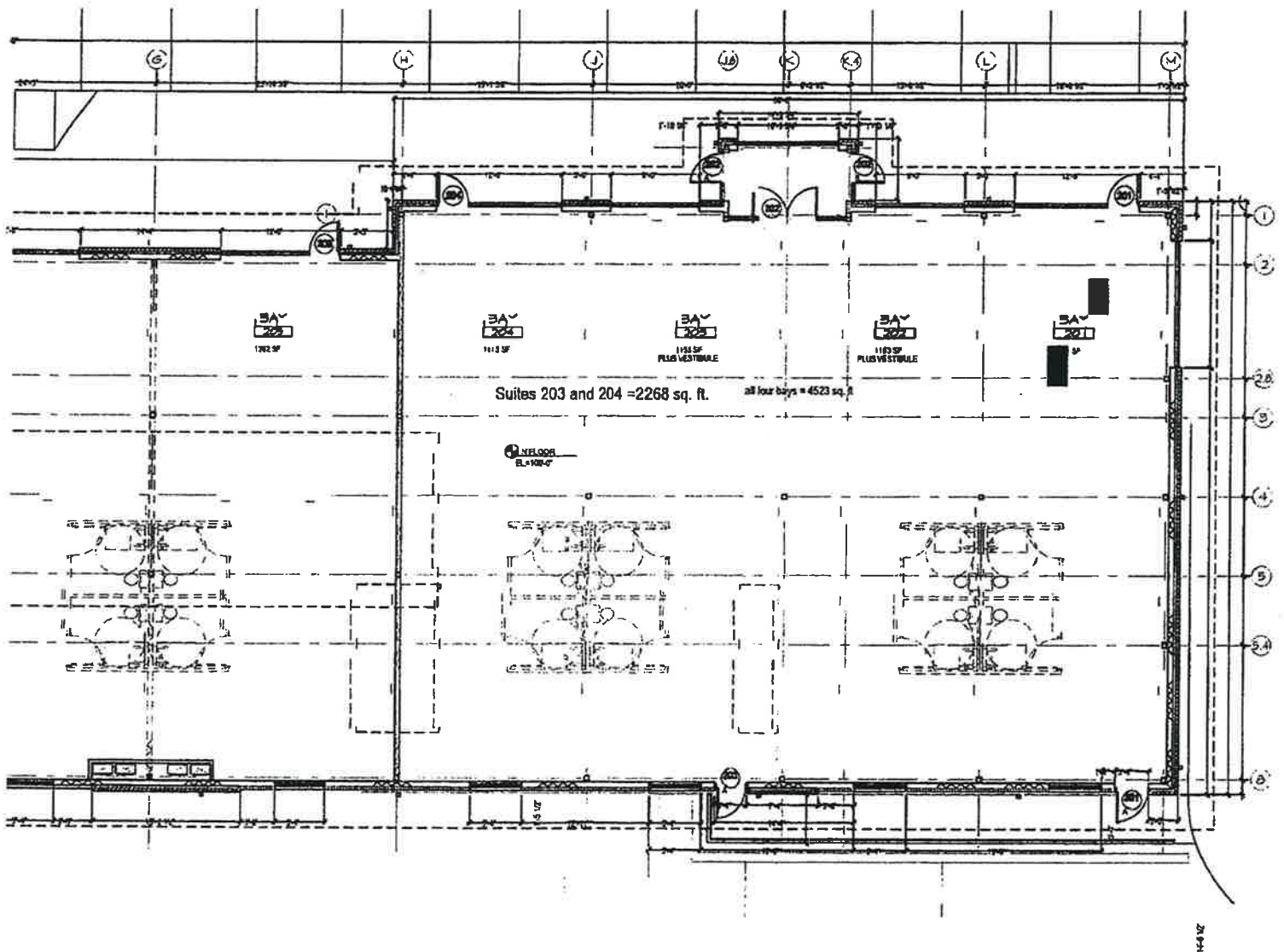


EXHIBIT "B"

LANDLORD'S WORKLETTER

Out lot general site preparation by Landlord shall include:

- **all testing and remediation to soils or removal of hazardous substances as required by governing code**
- **adherence to all ADA and other governing codes (interior ADA compliance for Tenant build out will be by Tenant)**
- **completion by Landlord of all parking, driveway and delivery areas**
- **completion by Landlord of sidewalks and pedestrian ways**
- **landscaping and automated sprinkler system**
- **parking lot lighting**
- **storm water and site drainage installed**

1. **Description of Landlord's Work:** Landlord shall complete only the items hereinafter detailed as to the premises, unless as otherwise completed as referred to above.

- a) **Structure:** The structural frame, columns and beams will be constructed with non-combustible materials (i.e., steel, and heavy gauge metal studs) and will be designed to carry live and dead loads in accordance with governing building codes. If any loads are applied to the frame by the Tenant which in the opinion of the Landlord will be considered excessive, Tenant shall submit drawings from a registered and certified Structural Engineer to the Landlord for approval. Any costs for redesign and modification of the structural system shall be borne by Tenant.
- b) **Interior Clear Height:** Shall be defined as the distance from the finished floor slab to the bottom of the lowest structural member in the space (in most cases the bottom of bar joists). The inside clear height shall be no lower than 11'-5" above finished floor for upper floor and 10'-9" for lower floor above finished floor. Tenant shall be responsible to verify finished ceiling heights.
- c) **Exterior/ Perimeter Walls:** Exterior walls above grade will be structural members per the landlord plans, with ties for anchorage of suitable exterior veneers. In the instance there is not a storefront within the Premises, exterior/ perimeter walls will be metal stud framed with insulation to code.
- d) **Storefronts:** A standard storefront will be designed on both sides of the Premises, each with a single 3'x7' single action, fully glazed door, by Landlord's architect and constructed by Landlord at Landlord's sole expense. In the event that Tenant should request any improvement above and beyond the Landlord "Standard" (i.e., Oversized Doors, knee walls, masonry), Tenant shall reimburse Landlord for cost difference of the same.

- e) **Floors:** Landlord will provide a minimum 4" thick concrete slab with vapor barrier with a reasonably smooth trowel finish.
- f) **Demising Walls:** Landlord will erect, full height 3 5/8", minimum, metal stud demising walls to define the Premises with drywall taped/ finished/ ready for paint to 10' AFF, fire taped above.
- g) **Water:** Landlord will provide a minimum 1" domestic water line to the leased Premises. All additional water distribution throughout the Premises shall be borne by Tenant. Each bay will be separately sub metered.
- h) **Gas:** Natural gas service will be provided to the leased Premises in order to facilitate connection to the HVAC system only. The Meter installation and all additional piping required for components other than the HVAC system shall be at Tenant's expense. If the meter is provided by Landlord, Tenant shall transfer all billings upon possession and shall reimburse Landlord for previous associated costs. Landlord is responsible for meter installation.
- i) **Sanitary Sewer:** A minimum 4" sanitary sewer line shall be provided to the Premises to facilitate connection to the Restroom fixtures. Any additional sewer extension throughout the Premises shall be the responsibility of the Tenant.
- j) **Trash Enclosures:** Landlord shall provide and install a concrete pad, concrete apron, enclosure and other components; which design and location shall be selected by Landlord.
- k) **Grease Interceptor/ Trap:** N/A
- l) **Telephone:** Telephone service to a phone board located within the premises at a location specified by Tenant. Landlord will provide a minimum 2" conduit with pull string to the Tenant's space at a location specified by Landlord. Tenant shall be responsible for the service line distribution throughout their Premises. If the Landlord has provided the service line, Tenant shall reimburse Landlord for the same.
- m) **Electrical Service:** Landlord will provide a 200 Amp, 120/208 V, 3 Phase service panel inside of the Premises at a location specified by Tenant. Any increase in Amperage requirements shall be paid for by Tenant.
- n) **Electrical Public and Service Areas:** Electrical wiring, electrical fixtures in common areas and public areas will be provided by Landlord. The electrical system will be a standard design and will not be adapted to Tenant's particular space layout.
- o) **Fire Protection:** Landlord will provide and install any Fire Protection pumps, detective devices, branch lines, and sprinkler heads throughout the building shell. The sprinkler system will be of standard design with head layouts to meet empty space requirements. Additional work that may be required to accommodate tenant's finish out requirements must be to local fire code and at Tenant's sole expense.
- p) **Heating, Ventilation and Air-Conditioning:** Landlord will provide a heating and air conditioning unit at approximately 1 ton per 350 square feet at Landlord's sole cost

and expense. Any increase in heating and air conditioning will be paid for by Tenant except that Landlord shall reimburse Tenant for an additional 5- ton HVAC unit, not to exceed \$8,500.00.

- q) **Permits:** All building and any associated tax (including, but not limited to, excise tax) required for Landlord's Work on a state or local level shall be the sole responsibility of Landlord.

- 2. **Description of Tenant's Work:** Tenant shall complete all work not specifically included in Landlord's Work including, but not limited to, the work hereinafter detailed, as to the Premises at Tenant's sole expense and such work that is required to open a Mackovicka Physical Therapy. Tenant's general contractor and all of the subcontractors must be approved by Landlord.

- a) **Store Fixtures:** Tenant shall provide and install all store fixtures, furnishings, display devices and special column treatments.
- b) **Exterior Patio:** Tenant shall install fencing and other architectural features on a Landlord designated patio area at Tenant's expense and with Landlord's approval.
- c) **Signage:** Landlord shall provide empty conduit at each exterior sign location. Tenant will provide signage in accordance with the Tenant Design Handbook and will submit to Landlord for approval. Tenant signage is subject to zoning and City approval.
- d) **Construction:** All work undertaken by Tenant shall be at Tenant's expense and shall not damage the building or any part thereof. All work shall be in conformance with landlord approved construction documents. Any deviation from the approved documents shall receive prior written approval from Landlord and/or Landlord's Architect.
- e) **Permits:** All building and any associated tax (including, but not limited to, excise tax) required for Tenant's Work on a state or local level shall be the sole responsibility of Tenant.
- f) **Procedure:**
 - (1) Tenant shall secure Landlord's approval of Tenant's work, including, but not limited to, designs, plans, and specifications, permits, licenses, and contractors to be used in performing the same which approval will not be unreasonably withheld. All approvals by Landlord and/or Landlord's Architect must be in writing, and oral approvals shall be of no force or effect. All electrical, sprinkler, and other utility systems are of standard design and are not adapted to Tenant's particular space layout. All Tenants' work shall be subject to approval of all authorities of local jurisdiction and the utility company's furnishing the service. By reviewing Tenant's drawings, Landlord and its agent (s) assume no responsibility for code compliance, dimensional accuracy, engineering adequacy or completeness of these drawings for construction purposes.
 - (2) All work by Landlord and Tenant shall be in conformance with the recommendation of Landlord's hazard insurance carrier, and be performed in a workmanlike manner with new materials of high quality. Any work in the opinion of the Landlord to be

hazardous or un-workmanlike shall stop immediately and remedy made in conformance with the instructed by Landlord and/or Landlord's agent(s).

Miscellaneous submittals from Landlord to Tenant shall include:

- Construction documents and schedules
- Utility account provider information
- Operational guides and warranties as applicable for all mechanical and life-safety systems
- Copies of all permits, architectural drawings, engineering and testing report documents
- Certificate of substantial completion for Landlords' work
- Development Covenants and Tenant Criteria Handbook

Exhibit "C" Exterior Sign Specifications

These criteria have been established for the purpose of assuring an outstanding shopping center and for the mutual benefit of all tenants. Conformance will be strictly enforced and any nonconforming installation or unapproved sign must be brought into conformance at the expense of the Tenant.

General Requirements

1. Signs must be store and business name identification signs only and shall be placed on the building façade in the location approved by Landlord's consent and discretion.
2. All signs and their installation shall comply with all local building and electrical codes.
3. Deleted.
4. Tenant is required to maintain its signs in good working order at all times. At installation and upon the termination of the Tenant's Lease, the Tenant will remove its sign and repair any damaged EIFS (Exterior Insulation Finish System) or other damage caused by the sign to a condition acceptable to the Landlord. All repairs to exterior EIFS must be performed by an EIFS contractor acceptable to the Landlord and all penetrations of the building structure required for sign installation shall be sealed in a watertight condition and shall be patched to match the adjacent EIFS finish.
5. Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks, or other descriptive material shall be affixed or maintained upon the glass panes and supports of the show windows and doors, storefront, upon the exterior walls of the building, or within 24 inches of the show or storefront windows.
6. Each Tenant who has a non-customer door for receiving merchandising may have, as approved by the Landlord, in 2-inch high block letters, the Tenant's name and address. Where more than one Tenant uses the same door, each name and address shall be applied. Color of letters will be as selected by the Landlord.
7. No can, box, exposed skeleton neon, non-illuminated, audible, flashing or animated signs shall be allowed. No signs with the face perpendicular to the face of the building or storefront shall be allowed. No exposed lamps, transformers, tubing, raceways, crossover, conductors or conduit shall be allowed.
8. Subject to Landlord's specific approval, registered corporate logos, shield, etc., will be permitted provided they are contained within the designated signable area, comply with these sign specifications and conform to the applicable height, width and color allowance as outlined.
9. Revisions to or deviations from these specifications and conditions, including re-allocation or relocation of assigned signable area shall be at Landlord's sole discretion.
10. If Landlord requires Tenant to install on the storefront the numbers for the street address and/or suite number, the same shall be in the exact location and the size, type and color required by Landlord.

Sign Manufacturing Requirements

1. Only sign vendors approved by the Landlord shall be allowed to manufacture and install all exterior signage.
2. Tenant shall be liable for the operations of Tenant's sign contractor.

3. All signs shall be constructed and installed, including electrical hook-up from Tenant's meter, at Tenant's expense.
4. No projections above or below the sign limits will be permitted. Signs must be within limits indicated.
5. Signs must not exceed height requirements approved by Landlord. The depth from the back of the sign to the face shall be a maximum of five inches. If text is stacked due to restricted length, each line of text must be no less than 12" in height with overall signage height not to exceed requirements approved by Landlord.
6. Signs shall consist of individually and internally illuminated pan channel letters with a 1" trim cap and mounted to raceways. Raceways shall be required to be painted to match the building façade. The color of the returns shall be approved by the Landlord. Letter fastening clips are to be concealed and be of galvanized stainless or aluminum metals.
7. No sign letters or components shall have exposed neon or other exposed lighting. All light sources shall be concealed by translucent material. Sign letters or components may be back-illuminated with lamps wholly concealed within the depth of the letter. Maximum brightness shall not exceed 100 foot-lamberts.
8. No labels will be permitted on the exposed surface of signs, except those required by local ordinance which shall be placed in an inconspicuous location, except UL labels as provided by code.
9. The width of Tenant's fascia sign shall not exceed 80 percent of the width of Tenant's bay and shall be centered vertically and horizontally on the allocated sign area.
10. Individual illuminated channel letters shall be constructed out of aluminum with 5" returns and ¼" weep holes in the bottom of each letter.
11. Plexiglas faces shall be 3/16" thick and Landlord shall approve color. Trimcap to be 1" wide and color shall be approved by Landlord.
12. Each channel letter and transformer(s) to be wired behind the mounting surface.
13. Midpoint grounded installations shall not be acceptable.
14. All signs must be UL approved. All transformers must comply with NEC Article 600-23 and UL's 2161 specifications per the City of Omaha's electrical code. These transformers are also known as Ground Fault Protected Transformers. 60 MA transformers shall use all mercury (argon gas) tubing. 30MA transformers may be used on red (neon) tubing.

Prohibited Signs

The following sign types or sign components will not be permitted:

1. Signs of box or cabinet type.
2. Letters using any color, style, material or placement other than those specified by criteria.
3. Signs employing exposed transformers.
4. Moving or rotating signs.
5. Signs employing moving or flashing lights.
6. Signs, letters, symbols or identification of any nature painted directly on sign or background surfaces.
7. Signs employing un-edged or uncapped letters, or letters with no returns and exposed fastenings.
8. Cloth, wood, paper or cardboard signs, stickers, decals, or painted signs around or on exterior surfaces (including doors and/or windows) of the Premises, unless approved by Landlord.

9. Freestanding signs.
10. Rooftop signs.
11. Signs employing noise-making devices or components.
12. Signs exhibiting the names, stamps, or decals of the sign manufacturer or installer.

Submittals and Approval

1. Signs must be approved by the Landlord before manufacturing is begun or permits are applied for and will be reviewed for conformance with this criteria and overall design quality. Approval or disapproval of sign submittal based on aesthetics or design shall remain the sole right of the Landlord.
2. Approval of sign drawings, store design drawings or working drawings and specifications for the Premises does not constitute approval of manufacturing and installation. Landlord's written approval of Tenant's proposed sign drawings and specifications is required.
3. Tenant shall submit drawings and specifications including samples of materials and colors, if needed, for all proposed sign work to Landlord before fabrication. Three (3) sets of drawings shall be submitted to Landlord. The drawings shall clearly show location, size, layout, method of attachment, design, colors, proposed graphics, logos, and position and location of sign on the building elevation. Tenant should note that approval may take two or more weeks. Full information regarding electrical load requirements and brightness in foot-lamberts is to be included for all signs.
4. Landlord shall return one (1) set of the sign drawings to the Tenant marked "Approved" "Approved as Noted," or "Disapproved". Drawings marked "Approved" or "Approved as Noted" and returned to Tenant shall be used to obtain any required sign permit from the City of Bellevue. The City of Bellevue may not approve the sign permit without a drawing marked with Landlord's approval. Drawings that have been marked as "Disapproved" are to be redesigned and resubmitted to the Landlord for approval. The Landlord will retain two (2) sets of drawings.
5. No signage shall be manufactured or installed until the Landlord has returned the drawings with the "Approved or "Approved as Noted" markings.
6. All permit applications for signs and their installation shall be obtained by the Tenant or Tenant's representative and shall be signed by the Landlord prior to being sent to the City of Bellevue.

**ASSIGNMENT AND ASSUMPTION OF LEASE and
RELEASE OF GUARANTORS -Rev. 4.24.26**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (hereinafter the "Assignment") is made effective the 1st day of May, 2026, by and between, **F.J Guys, Inc.**, a Nebraska corporation in good standing (hereinafter "Assignor"), and **Lucky Fortune, Inc.**, a Nebraska corporation in good standing (hereinafter "Assignee").

RECITALS:

WHEREAS, Assignor as Tenant and **RICHMONT POINTE II, LLC** as Landlord entered into a Lease dated September 4th, 2022 (hereinafter the "Lease") for certain real property legally described in the Lease. A photocopy of said Lease, including all amendments and modifications thereto is attached hereto as Exhibit "1" and incorporated by this reference; and

WHEREAS, Assignor and Assignee desire that all Assignor's right, title, and interest under the Lease be assigned to Assignee subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties, in consideration of the mutual promises, obligations and rights herein created, agree as follows:

1. Assignor hereby assigns to Assignee, its successors and assigns, all right, title and interest of Assignor under the Lease.
2. Assignor represents and warrants to Assignee that as of the date hereof:
 - (a) Assignor has complied with and fulfilled all terms and conditions of the Lease and the Lease is in full force and effect;
 - (b) Assignor has no knowledge of, nor has it been put on notice of, any failure of the leased real property to be in compliance with any applicable governmental statutes, laws, rules, orders, regulations, and ordinances; and
 - (c) All of Assignor's covenants in the Lease have been observed.
3. From and after the date hereof, Assignee shall comply with all of the covenants, terms, conditions, and obligations of Assignor under the Lease, and Assignee shall indemnify, defend and hold Assignor harmless from and against any and all claims, liabilities, demands, judgments, damages or expenses of any kind or nature, arising out of

or in anyway connected with any default under the Lease by Assignee occurring on or after the date hereof.

4. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all claims, liabilities, demands, actions, judgments, damages or expenses of any kind or nature arising out of or in any way connected with any default under the Lease by Assignor occurring prior to the date hereof.

5. The terms and conditions of this Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, and assigns.

FJ Guys, Inc., Assignor

By: _____

Tommy Pang, President

Lucky Fortune, Inc., Assignee

By: _____

Tommy Pang, President

CONSENT AND AGREEMENT OF LANDLORD, RELEASE OF GUARANTORS

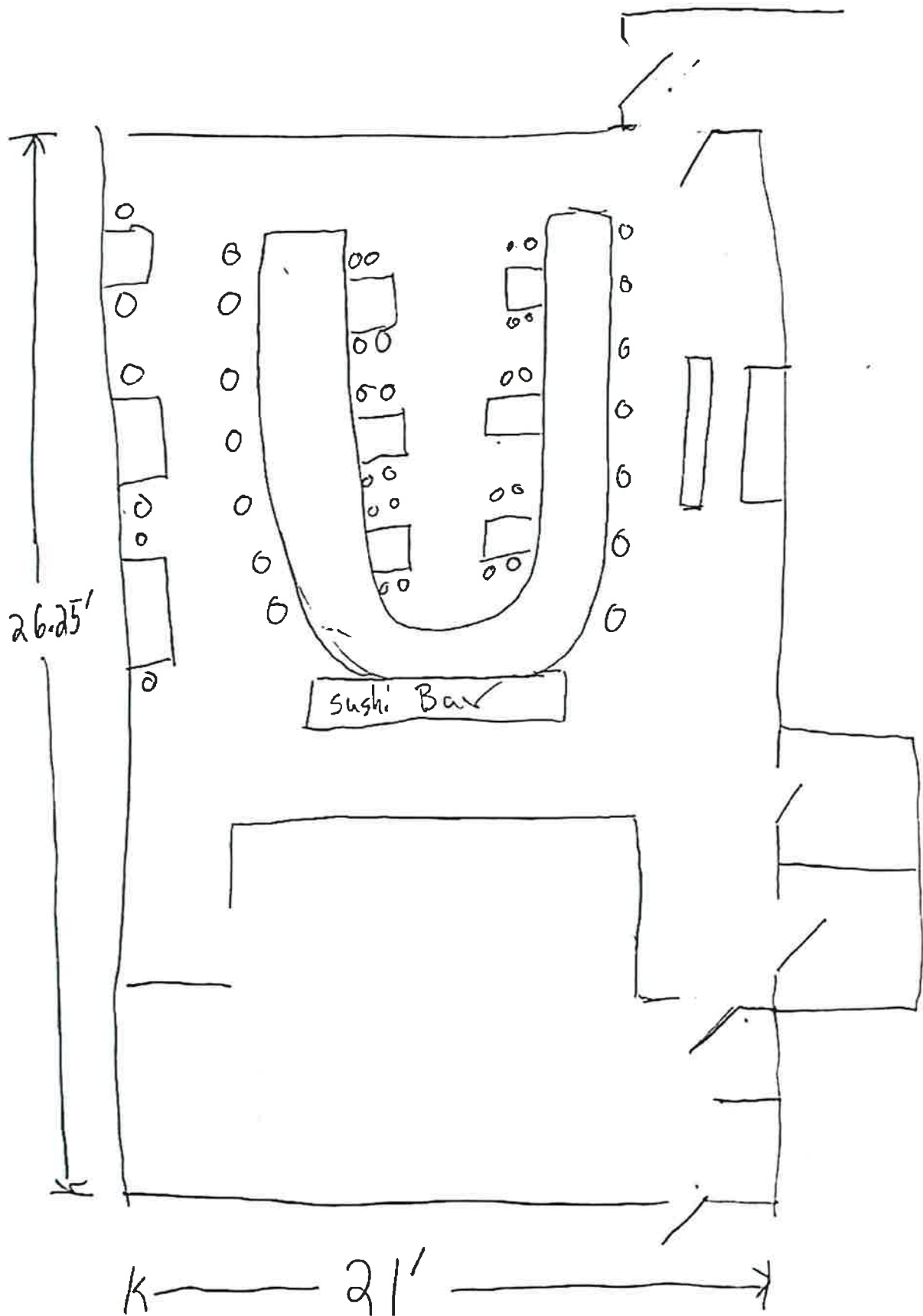
The undersigned hereby consents to the assignment of the interest of **FJ Guys, Inc.** in the above-described Lease to **Lucky Fortune, Inc.**, under the terms of this Agreement of Assignment and Assumption of Lease, and hereby acknowledges that the consent provided herein fully and absolutely releases **FJ Guys, Inc.** of any and all duties and liabilities under the Lease arising from and after the date of this Consent and Agreement of Landlord. Landlord further agrees that **QIU HANG SHI (Johnny)** and **GUO HUA WENG (Wa)** shall be released as personal guarantors of the Lease herein described and **TOMMY PANG** and **YAN YONG WANG (Randy)** shall remain as personal guarantors.

LANDLORD

Richmont Pointe II, LLC by Sarco, Inc., Managing Member

By: _____

Rick R. Sanders
President, Sarco, Inc.



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

10b.
6/2/2026

COUNCIL MEETING DATE: 6/2/2026		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, spirits on and off sale only, for The Donkey Barn LLC dba "The Donkey Barn" located at 2902 Samson Way, Bellevue, NE 68123, and David Blamble 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:
CIP PROJECT NAME:		INSURANCE REQUIRED:
CIP PROJECT NUMBER:		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, spirits on and off sale only, for The Donkey Barn LLC dba "The Donkey Barn" located at 2902 Samson Way, Bellevue, NE 68123, and David Blamble as Manager.

ATTACHMENTS:

1. Application	2. Police Report	3. Planning Report
4. City Clerk Report	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



LIQUOR LICENSE APPLICATION REPORT

City Clerk

Applicant: The Donkey Barn LLC dba The Donkey Barn

Location/Address: 2902 Samson Way City: Bellevue State: NE Zip: 68123

Requested Action:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, spirits on sand off sale only, for The Donkey Barn LLC dba "The Donkey Barn" located at 2902 Samson Way, Bellevue, NE 68123, and David Blamble as Manager.

Date Application Received: 5/12/2026

Final Date Hearing can be held: (45 days from receipt): 6/26/2026

Date Advertised (not less than 7 nor more than 14 days): 5/20/2026

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>

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: May 12, 2026 Due to City Clerk: May 20, 2026

Applicant: The Donkey Barn LLC dba The Donkey Barn

Location/Address: 2902 Samson Way Bellevue, NE 68123

Requested Action:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, spirits on sand off sale only, for The Donkey Barn LLC dba "The Donkey Barn" located at 2902 Samson Way, Bellevue, NE 68123, and David Blamble as Manager.

Individuals to be Checked:

	<u>Name & Address</u>	<u>DOB</u>
1.	<u>David Blamble 1509 Alberta Avenue Bellevue, NE 68147</u>	<u></u>
2.	<u></u>	<u></u>

Comments:

No comments or concerns from Police

Signature of Reviewer: Capt. Kurt Stroehrer Digitally signed by Capt. Kurt Stroehrer
Date: 2026.05.12 10:13:34 -05'00'

Date: 5-12-26

Liquor License Application Report
City of Bellevue
Planning Department

Due to Clerk Date: 5/11/2026 City Council Date: 6/2/2026

Applicant: The Donkey Barn LLC dba The Donkey Barn

Address: 2902 Samson Way Bellevue, NE 68005

Requested Action:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, spirits on and off sale only, for The Donkey Barn LLC dba "The Donkey Barn" located at 2902 Samson Way, Bellevue, NE 68123, and David Balmble as Manager.

Background:

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

Will Zoning allow a liquor license: Yes

Is the current use non-conforming? No

Explanation:

Adjacent Land Use and Zoning:

North: Vacant, Agriculture

South: Commercial (across Samson Way), BG

East: Vacant, BG

West: Commercial (Jiffy Lube), 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 consist of commercial businesses to the west and south, vacant commercial east and vacant agricultural land north.

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 no noise impact expected.

Lighting: There is no lighting impact expected.

General Comments:

This is a commercial area that would accommodate on-sale liquor sales.



Nebraska Liquor Control

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

Application Copy

File Number: 164020

LICENSE TYPE

Class C Beer, Wine, Spirits On
and Off Sale

APPLICATION DATE RECEIVED

2026-04-21

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

The Donkey Barn LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

The Donkey Barn

CORPORATE NUMBER

INCORPORATION DATE

CORRESPONDENCE ADDRESS

1509 Alberta Ave
Bellevue NE 68147

MAILING ADDRESS

1509 Alberta Ave
Bellevue NE 68147

PHYSICAL ADDRESS

2902 Samson Way Bellevue NE 68123

CONTACT NAME

Nikki Conner

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 215-8623

ALTERNATE PHONE

FAX

EMAIL

nikki_conner@outlook.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Patrick Knobbe	Member		17
David Blamble	President		17
Patrick Rigg	Member		17
Terry Hunt	Member		17
Richard Swarbrick	Member		16
Seth Brinkman	Member		16

ADDITIONAL INFORMATION

MARITAL STATUS

Single

MANAGED BY AGENT

Yes

AGENT

Nikki Conner

AGENT TYPE

Individual

PREMISES TYPE

Restaurant with Bar

PREMISES NAME

The Donkey Barn

OPERATOR

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

3031-04-13

PHYSICAL ADDRESS

2902 Samson Way Bellevue NE 68123

MAILING ADDRESS

1509 Alberta Ave
Bellevue NE 68147

CONTACT NAME

Nikki Conner

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 215-8623

ALTERNATE PHONE

FAX

EMAIL

nikki_conner@outlook.com

PREMISES MANAGER

David Blamble

PREMISES MANAGER EMAIL

nikki_conner@outlook.com

QUESTIONS

Class C Beer, Wine, Spirits On a

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY

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

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

Yes

(document uploaded)

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

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

L148, W60

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.

Yes

L16, W14

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?

July 1, 2026

10 What are the anticipated hours of operation?

10:00 am to 2:00 am

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

Yes

Northwest Bank

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.

Northwest Bank - David Blamble, Patrick Knobbe and Terry Hurt

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

Yes

Terry and Angie Hurt currently hold liquor licenses, Richard and Margaret Swarbrick previously held liquor license

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)

No

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

Terry and Angie Hurt:

Culaccino Restaurant and Bar - Franklin Tn

Culaccino Restaurant and Bar - Downtown Nashville, Tn

Culamar Seafood Restaurant and roof top bar - Franklin Tn

Richard and Margaret Swarbrick:

Leopard Lanes - Bellevue NE - closed in 2020

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

No

- 21 Are you applying for a Temporary Operating Permit?

No

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

Yes

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

Yes

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

What is the premises manager's name?

David Blamble

25 What is the manager's address?

1509 Alberta Avenue Bellevue NE 68147

26 What is the manager's phone number?

402-681-4741

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/>

Sarpy

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

nikki_conner@outlook.com

29 Is the manager married?

Yes

Brandy Blamble, nikki_conner@outlook.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Business Plan	BUSINESS PLAN.pdf	
Explanation of Convictions/Guilty Pleas	Criminal History.pdf	
Lease / Deed / Purchase Agreement	Lease.pdf	
Premises Description & Diagram	Donkey Barn Liquor License Diagram 032826.pdf	
Privacy Act Statement	David Fingerprint Form.pdf	
Privacy Act Statement	Brandy Fingerprint Form.pdf	

APPLICANT

Nikki Conner

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.

Nebraska Secretary of State

THE DONKEY BARN, LLC

Wed Apr 22 08:06:23 2026

SOS Account Number

2508342345

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

DAVID BLAMBLE

1509 ALBERTA AVE

BELLEVUE, NE 68147

Designated Office Address

1509 ALBERTA AVE

BELLEVUE, NE 68147

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Aug 21 2025

Next Report Due Date

Jan 01 2027

Filed Documents

Filed documents for THE DONKEY BARN, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Aug 21 2025	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

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

[Purchase Now](#)

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\$10.00

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

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BUSINESS PLAN
FOR
THE DONKEY BARN LLC

The applicant, THE DONKEY BARN, LLC will operate as a bar and restaurant. The anticipated hours of operation will be 10:00 am to 2:00 am. The business will have managerial supervision and sufficient staff during all hours of operation.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on this 13th day of April, 2026 by and between Donkey Land Holdings, LLC ("Lessor") and The Donkey Barn LLC ("Lessee").

WHEREAS, Lessor agrees to lease the premises located at 2902 Samson Way, Bellevue, NE 68123 ; and

WHEREAS, Lessee agrees to lease the premises located at 2902 Samson Way, Bellevue, NE 68123

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Lessor agrees to lease and the Lessee agrees to rent the property and all structures, equipment and inventory located at 2902 Samson Way, Bellevue, NE. The leased premises is approximately 8,656 square feet plus outdoor areas.

2. Term. The term 5 Years continuing through 2031. The tenant shall have two 5 year options upon the expiration of this lease.

3. Rent. The annual rent shall be \$244,800 due in twelve equal installments of \$20,400.
(Includes NNN) (Includes NNN)

4. Option: The lease will automatically renew unless Lessee notifies Lessor at least sixty days prior of its intent not to renew.

5. Use of Property. The Premises shall be used and occupied as a bar and restaurant.

6. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the Premises.

7. Eviction. If the Lessee does not pay the rent within 60 days after it is due, the Lessee may be evicted. The Lessor may also evict the Lessee if the Lessee does not comply with all of the terms of this Lease and for all other causes allowed by law. If evicted, the Lessee must continue to pay the rent for the rest of the term. The Lessee must also pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Lessor, along with the cost of re-entering, re-renting, cleaning, and repairing the dwelling. Rent received from any new tenant will reduce the amount owed the Lessor.

8. Payments by Lessor. If the Lessee fails to comply with the terms of this Lease, the Lessor may take any required action and charge the cost, including reasonable attorney fees, to the Lessee as additional rent. Failure to pay such additional rent upon demand is a violation of this Lease.

9. Care of the Premises. The Lessee has examined the premises and is satisfied with its present physical condition. The Lessee agrees to maintain the property in as good condition as it is at the start of this Lease except for ordinary wear and tear. The Lessee must pay for all repairs, replacements, and damages caused by the use of Lessee.

10. Repairs. Lessee will be responsible for any and all upkeep and maintenance of the premises.

11. Interruption of Services. The Lessor is not responsible for any inconvenience or interruption of services due to repairs, improvements, or for any reason beyond the Lessor's control.

12. Compliance with Laws. The Lessee must comply with laws, orders, rules, and requirements of governmental authorities and insurance companies that have issued or are about to issue policies covering this dwelling and/or its contents.

13. No Waiver by Lessor. The Lessor does not give up any rights by accepting rent or by failing to enforce any terms of this Lease.

14. No Assignment or Sublease. The Lessee may not sublease the premises or assign this Lease without the Lessor's prior written consent, which cannot be unreasonable withheld.

15. Entry by Lessor. Upon reasonable notice, the Lessor may enter the premises to provide services, inspect, repair, improve, or show it. The Lessee must notify the Lessor if the Lessee will be away for 10 days or more. In case of emergency or the Lessee's absence, the Lessor may enter the dwelling without the Lessee's consent.

16. Quiet Enjoyment. The Lessee may use the premises without interference subject to the terms of this Lease.

17. Injury or Damage. The Lessor is not responsible for any injury or damage unless due to the negligence or improper conduct of the Lessor.

18. Renewals and Changes in Lease. The lessee shall have the write to renew the lease upon 90 days written notice to landlord upon the expiration of this lease.

19. Notices. All notices provided by this Lease must be written and delivered personally or by certified mail, return receipt requested. Notices to the Lessor may be sent to the Lessor's Agent.

20. Validity of Lease. If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect.

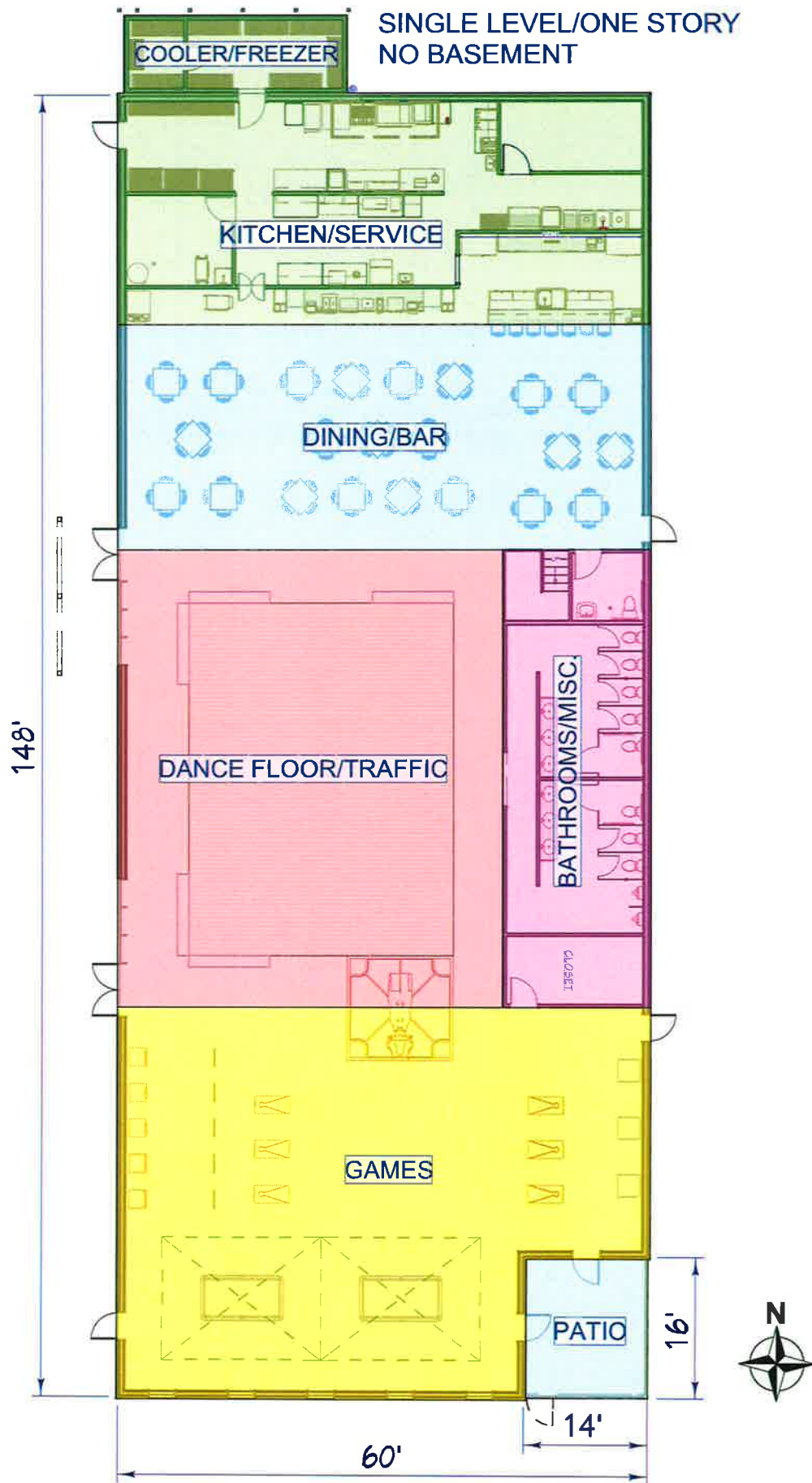
21. Parties. The Lessor and the Lessee are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

22. Entire Lease. All promises the Landlord has made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both the Lessee and Lessor.

 for Donkey Land Holdings LLC
Landlord


Tenant

For THE Donkey Barn



THE DONKEY BARN

2904 SAMSON WAY
BELLEVUE, NE 68123
03/28/26

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #'s: 191

CITY COUNCIL HEARING DATE: May 19, 2026

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

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

APPROVAL of amendment as presented.

VOTE:

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

Planning Commission Hearing was held on: April 23, 2026



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

MEMORANDUM

TO: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
FROM: Angela Curry, Assistant Planning Manager
DATE: April 27, 2026
RE: Amendment to Sections 5.26, 5.27, and 5.28 in FX, ML, and MH regarding self-storage

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

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

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

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

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

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

Section 5.26 FX Flex Space District

5.26.01 Intent: This zone provides for a variety of commercial, retail, and industrial uses.

The flex space district is designed to accommodate both traditional and modern businesses and industries by having regulations that are adaptive and more responsive to market trends and conditions. Such uses may include retail, service, public, and light industrial.

5.26.02 Permitted Uses:

The following principal uses are permitted in the FX District.

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

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

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

~~1. ——— Special and vocational educational and training facilities.~~

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

5.26.03 Conditional Uses:

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

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

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

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

23. Truck Stops.

24. Utility substations, terminal facilities, and reservoirs.

5.26.04 Permitted Accessory Uses:

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

5.26.05 Space Limits:

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

5.26.06 Miscellaneous Provisions:

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

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

Section 5.27 ML Light Manufacturing District

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

5.27.02 Permitted Uses:

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

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

Containers shall be labeled if combustible materials are being stored.

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

5.27.03 Conditional Uses:

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

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

5.27.04 Specifically Excluded Uses:

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

5.27.05 Permitted Accessory Uses:

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

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

5.27.06 Space Limits:

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

5.27.07 Miscellaneous Provisions:

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

Section 5.28 MH Heavy Manufacturing District

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

5.28.02 Permitted Uses:

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

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

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

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

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

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

5.28.03 Conditional Uses:

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.11.
- 2. Commercial/Utility grade SCS, subject to Section 8.07 (*Ord. No. 4055, Oct 5, 2021*)
- 3. Communication Towers meeting the requirements as set forth in Section 8.05.
- 4. Meat packing, slaughtering, eviscerating, and skinning.
- 5. Permanent batch plants for concrete, asphalt, or paving material.
- 6. Permanent recycling plant for concrete, asphalt, or paving material. (*Ord. No. 4027, March 2, 2021*).
- 7. Poultry killing, plucking, and dressing when such operations are such size as to employ in excess of 3 persons.
- 8. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with that efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
- 9. Rendering of by-products of slaughtering and killing of animals or poultry.
- 10. Self-service storage facilities provided they meet the following restrictions:
 - A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may open into required side or rear yards if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
 - D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading:
 - Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
 - Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with

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

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

5.28.04 Specifically Excluded Uses:

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

5.28.05 Permitted Accessory Uses:

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

5.28.06 Space Limits:

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

5.28.07 Miscellaneous Provisions:

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

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

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendment as presented.

AN ORDINANCE TO AMEND SECTIONS 5.26, 5.27, and 5.28 OF THE CITY OF BELLEVUE, NEBRASKA ZONING ORDINANCE REGARDING REQUIRING A CONDITIONAL USE PERMIT FOR SELF-STORAGE FACILITIES IN THE FX, ML, AND MH ZONING DISTRICTS; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM. NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA:

Section 1. That Section 5.26 of Ordinance No. 4146 hereby amended to read as follows:

Section 5.26 FX Flex Space District

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

5.26.02 Permitted Uses:

The following principal uses are permitted in the FX District.

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

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

5.26.03 Conditional Uses:

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

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

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

23. Truck Stops.

24. Utility substations, terminal facilities, and reservoirs.

5.26.04 Permitted Accessory Uses:

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

5.26.05 Space Limits:

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

5.26.06 Miscellaneous Provisions:

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

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

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

Section 5.27 ML Light Manufacturing District

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

5.27.02 Permitted Uses:

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

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

5.27.03 Conditional Uses:

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

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

5.27.04 Specifically Excluded Uses:

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

5.27.05 Permitted Accessory Uses:

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

5.27.06 Space Limits:

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

5.27.07 Miscellaneous Provisions:

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

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

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

Section 5.28 MH Heavy Manufacturing District

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

5.28.02 Permitted Uses:

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

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

5.28.03 Conditional Uses:

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

- storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
- D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading:
 - Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
 - Loading: Loading docks shall be prohibited; all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
 - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)
- 11. Special and vocational educational and training facilities.
 - 12. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
 - 13. The bulk storage of flammable or noxious gasses above or below ground.

5.28.04 Specifically Excluded Uses:

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

5.28.05 Permitted Accessory Uses:

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

5.28.06 Space Limits:

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

5.28.07 Miscellaneous Provisions:

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

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

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

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

Section 5. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

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: _____

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

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

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

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

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

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

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

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

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 21-41 MUSEUM DIRECTOR.

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

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

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

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

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

§ 21-43 ADMISSIONS CHARGES

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

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

§ 21-44 COLLECTION OF PENALTIES.

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

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

§ 21-45 DONATIONS.

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

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

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

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

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

§ 21-47 DISPOSITION OF RECEIPTS GENERALLY.

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

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

§ 21-48 ANNUAL REPORT.

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

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

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

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____

Second Reading: _____

Third Reading: _____

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
6/2/2026

COUNCIL MEETING DATE: June 2, 2026		SUBMITTED BY: David Goedeken-Public Works	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☒	CURRENT BUSINESS ☐	OTHER ☐	

SUBJECT:

Resolution - Bellevue Major Street Resurfacing (BPW#240101)

SYNOPSIS BACKGROUND:

On February 4, 2025, the City of Bellevue signed a Program Agreement with the Nebraska Department of Transportation (NDOT) for the Bellevue Major Street Resurfacing Project (NDOT Project No. MAPA-5081(3), CN 22983). In accordance with this agreement, NDOT received bids for the construction of this project on May 14, 2026. Three bids were received, with the low bidder being OMNI Engineering with a bid of \$1,771,336.10. NDOT is requesting that the City of Bellevue indicate its concurrence with award of the contract to the low bidder.

FISCAL IMPACT: \$1,771,336.10 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: YES (AC)

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: Bellevue Major Street Resurfacing - MAPA-5081(3) CN 22983					
START DATE:		END DATE:		PAYMENT DATE:	
CIP PROJECT NAME: Major Street Resurfacing		CIP PROJECT NUMBER: ST26(1)			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE: 7010		ACCOUNT NUMBER: 10-15-7010			

RECOMMENDATION:

Approve and authorize the Mayor to sign the Resolution to award the Bellevue Major Streets Resurfacing project (MAPA-5081(3), CN 22983) to Oldcastle Materials Midwest Co. DBA OMNI Engineering in the amount of \$1,771,336.10.

ATTACHMENTS:

1. Resolution - 2026-10	2. Bid Tabulation	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



RESOLUTION -2026-10

WHEREAS, there has been signed by the CITY OF BELLEVUE on the 4th day of February, 2025, and the State on the 12th day of February, 2025, an agreement providing for the construction of a Federal Aid City Project at the following location: BELLEVUE MAJOR STREET RESURFACING, and

WHEREAS, in the above agreement, the City has pledged sufficient funds to finance its share of the cost of the construction of this project identified as MAPA-5081(3), and

WHEREAS, the above mentioned agreement provided that the City will pay costs as set forth in the agreement, and

WHEREAS, the State, on behalf of the City received bids for the construction of this project based on the final plans and specifications on May 14, 2026, at which time 3 bid(s) were received for the construction of the proposed work, and

WHEREAS, the following Contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

OLDCASTLE MATERIALS MIDWEST CO. DBA OMNI ENGINEERING, OMAHA, NE 68138-3603
MISCELLANEOUS, BITUMINOUS, GENERAL ITEMS: \$1,771,336.10

NOW THEREFORE, in consideration of the above facts, the City Council of the CITY OF BELLEVUE, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the City hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.
2. The Council hereby concurs in the selection of the above mentioned Contractor(s) for the items of work listed, to whom the contract(s) should be awarded.
3. The Council hereby approves of the final plans and specifications that were used in the bidding process for this project.
4. The Council hereby authorizes the Mayor to sign the contract(s) with the above mentioned Contractor(s) for the above mentioned work on behalf of the City using State's standard contract signing process, including when applicable, an electronic or digital signing process such as DocuSign®.

DATED THIS _____ DAY OF _____, A.D. _____

CITY OF BELLEVUE

(Mayor)

ATTEST:

Council Member _____
moved the adoption of said resolution.

(City Clerk)

Roll Call: _____ yea, _____ nay.
Resolution adopted, signed and billed as adopted.

BID TABULATIONS

05/15/2026
11:49 AM

CALL ORDER: 200

LETTING DATE: 5/14/2026

CONTRACT DESCRIPTION: BELLEVUE MAJOR STREET RESURFACING

CONTRACT ID: 22983

DISTRICT: 2

COUNTY: SARPY

PROJECT: MAPA-5081(3)

VENDOR NO.

BID NOTES

RANK	VENDOR NO.	VENDOR NAME	TOTAL BID	% OVER LOW BID
1	4574	OLDCASTLE MATERIALS MIDWEST CO. DBA OMNI ENGINEERING	\$ 1,771,336.10	100.0000 %
2	0477	WESTERN ENGINEERING COMPANY, INC.	\$ 1,895,436.52	107.0060 %
3	0049	HAWKINS CONSTRUCTION COMPANY	\$ 2,268,190.10	128.0497 %

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

**15b.
6/2/2026**

COUNCIL MEETING DATE: June 2, 2026		SUBMITTED BY: David Goedecken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING	☐
RESOLUTION ☒	CURRENT BUSINESS ☐	OTHER	☐

SUBJECT:

Resolution approving the Sarpy County and Cities Wastewater Agency FY2026-2027 Budget

SYNOPSIS/BACKGROUND:

The Sarpy County and Cities Wastewater Agency consist of Sarpy County and the cities of Papillion, Bellevue, Springfield, La Vista, and Gretna. The Agency and its members are required to approve the annual budget.

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 approving the Sarpy County and Cities Wastewater Agency Proposed FY 2026-2027 Budget

ATTACHMENTS:

1. Resolution -2026-11	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures: Daniel Willis, David Goedecken, and another signature]

**RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER
AGENCY FY2026-2027 BUDGET**

WHEREAS, pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., (hereinafter the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, “Formation Interlocal”) and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (hereinafter the “Agency”); and

WHEREAS, the Agency Board discussed the proposed FY2026-2027 Budget and after discussion the Agency Board deemed it advisable to approve the proposed FY2026-2027 Budget, attached hereto as **Exhibit A**, and pursuant to Section IX of the Formation Interlocal, the FY2026-2027 Budget shall be presented to the governing body of each Agency Member for review and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the FY2026-2027 Budget is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Agency Member; and

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chair is hereby authorized to execute, on behalf of the Agency Board, any and all documents associated with or in furtherance of the FY2026-2027 Budget.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 22nd day of April, 2026.

ATTEST:

Lisa A. Haine
Sarpy County and Cities Wastewater
Agency Secretary



David R. Kelly
Sarpy County and Cities Wastewater
Agency Board Chair

Exhibit A

FY2026-2027 Budget

[Attached]

SCCWWA FY 26 - 27	25-26	26-27	
Budget	Budget Totals	Proposed Budget Totals	% Change
	Originals	Originals	
Income			
25000 CWSRF Planning Loan			
25010 CWSRF Construction Loan			
25020 WIFIA Construction Loan (WIFIA)	\$ 19,000,000	\$ 9,744,000	-48.72%
26000 Member PILOT Contributions	\$ 907,149	\$ 1,228,367	35.41%
28000 Bellevue Expanded Force Main Contribution			
Flow Metering Reimbursement Agency Member			
40001 CWSRF Planning Loan			
40002 CWSRF Construction Loan			
40003 Additional Construction Loan (WIFIA) or Grants			
40005 Gemini Customer Contribution Funds Used			
40006 Gemini Future ISS Replacement Reimbursement	\$ 66,800	\$ 100,287	50.13%
40100 Connection Fees	\$ 920,700	\$ 1,323,000	43.70%
New line item Pioneering Connection Fees		\$ 300,000	100.00%
40150 Springfield Omaha Sewer Charge Reimbursement	\$ 31,000	\$ 33,200	7.10%
40200 User Rate Charges	\$ 790,000	\$ 738,510	-6.52%
40250 User Rate Charges - CWB (ISS)	\$ 138,489	\$ 141,072	1.87%
40300 Misc. Revenue			
40310 Federal Earmark	\$ -	\$ -	
40312 Federal Earmark	\$ -	\$ -	
New Federal Earmark Bacon \$2M		\$ 2,000,000	100.00%
40320 Sarpy County ARPA Funds	\$ -	\$ -	
40330 NEDNR LB814 Contract	\$ -	\$ -	
40400 Bellevue Expanded Force Main Payment			
40450 Member PILOT Contributions			
45001 Interest Income	\$ 215,000	\$ 254,800	18.51%
Billable Expense Income			
Sales of Product Income			
Total Income	\$ 22,069,138	\$ 15,863,237	-28.12%
Cost of Goods Sold			
50000 Cost of Goods Sold			
55000 Planning Loan Principal Repayment	\$ 500,000	\$ 500,000	0.00%
55010 Construction Loan Principal Repayment	\$ 1,000,000	\$ 1,000,000	0.00%
56000 PILOT Repaid			
56100 Sarpy Co PILOT Repaid			
56200 Bellevue PILOT Repaid			
56300 Gretna PILOT Repaid			
56400 La Vista PILOT Repaid			
56500 Papillion PILOT Repaid			
56600 Springfield PILOT Repaid			
Total Cost of Goods Sold	\$ 1,500,000	\$ 1,500,000	0.00%
Expense			
60000 Professional Services		\$ -	
60001 Financial Advisor Fees	\$ 15,000	\$ 15,000	0.00%
60005 Consulting Fees		\$ -	
60005.01 Steven Jensen Consulting	\$ 15,000	\$ 2,500	-83.33%
60005.40 Midwest ROW Consulting	\$ 1,520,000	\$ 400,000	-73.68%
Total Consulting Fees	\$ 1,535,000	\$ 402,500	-73.78%
60006 Engineering Design Fees			
60006.01 Misc. Engineering Design Fees	\$ 77,500	\$ 50,000	-35.48%
Phase 1B & 2 Engineering Design Fees	\$ 5,850,500	\$ 6,775,000.00	15.80%
CMAR Pre Construction Services Fees	\$ 300,000	\$ 300,000.00	0.00%
Total Engineering Design Fees	\$ 6,228,000	\$ 7,125,000	14.40%
60007 Agency Loan Admin Fees	\$ 70,000	\$ 35,000	-50.00%
60010 Legal & Professional Services			
60020 Printing & Legal Notices	\$ 2,060	\$ 1,500	-27.18%
60040 Quickbooks & Payroll Fees	\$ 20,000	\$ 10,000	-50.00%
60050 Audit Fees	\$ 30,000	\$ 30,000	0.00%
60060 Legal Services - General Legal Counsel	\$ 200,000	\$ 125,000	-37.50%
60065 Legal Proceedings and Litigation	\$ 50,000	\$ 50,000	0.00%
60070 Other Professional Services	\$ 36,000	\$ 36,000	0.00%
60080 Rate Study Services	\$ 25,000	\$ 10,000	-60.00%
Total Legal & Professional Services	\$ 363,060	\$ 262,500	-27.70%

60100 USSWS Project Costs			
60110 Right-of-Way, Easements, and Land Acquisitions	\$ 8,000,000	\$ 3,723,440	-53.46%
60120 Springfield Creek Interceptor Sewer (SCI)			
60130 Industrial Sewer System (ISS)			
60140 Lift Stations (LS)		\$ -	100.00%
60143 Force Main, Segments 1-4 (FM)			
60146 Zwiebel Creek Subbasin 3 Interceptor Sewer (ZC3)			
Springfield WTP Decommissioning	\$ 2,800,000	\$ -	
Sarpy Lift Station Decommissioning		\$ 500,000	100.00%
Flow Metering Construction Costs			
60148 Odor Control Equipment	\$ 20,000	\$ 10,000	-50.00%
60150 SCI Bid Phase Services			
60160 ISS Bid Phase Services			
60170 SCI Construction Phase Services	\$ -		
60175 HDR LS, FM & ZC3 Phase 1A Construction Phase Services	\$ 50,000	\$ -	
60180 ISS Construction Phase Services	\$ -		
60185 LS, FM & ZC3 Phase 1A Construction Testing, Surveying	\$ 50,000	\$ 15,000	-70.00%
Total USSWS Project Costs	\$ 10,920,000	\$ 4,248,440	-61.09%
62000 USSWS Operations & Maintenance			
62010 ISS/Basin Electrical O&M	\$ 2,400	\$ 1,500	-37.50%
62020 ISS/Basin Grounds O&M	\$ 2,500	\$ 2,500	0.00%
62030 ISS Line O&M	\$ 1,200	\$ 2,000	66.67%
62040 ISS/Basin Manhole/Structure O&M	\$ 1,200	\$ 4,000	233.33%
62050 ISS/Basin Misc. O&M	\$ 1,100	\$ 1,000	-9.09%
62060 ISS/Basin Permit Compliance	\$ 5,400	\$ -	-100.00%
62070 ISS/Basin Sampling & Testing	\$ 10,800	\$ 22,100	104.63%
62080 ISS/Basin Software	\$ 5,400	\$ 1,000	-81.48%
62090 ISS/Basin Supply Power	\$ 5,400	\$ -	-100.00%
62100 ISS/Basin Wireless/Internet	\$ 1,200	\$ 1,200	0.00%
62310 USSWS Electrical O&M	\$ 5,200	\$ 5,000	-3.85%
62320 USSWS Grounds O&M	\$ 9,500	\$ 10,000	5.26%
62330 USSWS Line O&M	\$ 85,800	\$ 20,000	-76.69%
62340 USSWS Manhole/Structure O&M	\$ 43,400	\$ -	-100.00%
Bioxide Chemical Treatment	\$ 233,700	\$ 200,000	-14.42%
62350 USSWS Misc. O&M	\$ 2,500	\$ 2,500	0.00%
62360 USSWS Permit Compliance		\$ 2,000	100.00%
62370 USSWS Sampling & Testing		\$ -	0.00%
62380 USSWS SCADA System	\$ 7,600	\$ 60,000	689.47%
62390 USSWS Supply Power	\$ 87,900	\$ 65,000	-26.05%
62400 USSWS Wireless/Internet	\$ 3,600	\$ 6,000	66.67%
62500 USSWS One-Call Locates	\$ 2,700	\$ 2,500	-7.41%
62510 ISS One-Call Locates	\$ 1,700	\$ 1,000	-41.18%
62540 Misc. Shipping	\$ 700	\$ 500	-28.57%
62550 Contracted Services	\$ 200,000	\$ 200,000	0.00%
62660 Flow Metering Expense	\$ 80,000	\$ 85,000	6.25%
62700 Omaha Capital Connection Fees	\$ 45,000	\$ 64,600	43.56%
62950 O&M Contingency Funds	\$ 38,300	\$ -	-100.00%
Property Insurance	\$ 118,350	\$ 98,000	-17.19%
Total USSWS Operations & Maintenance	\$ 1,002,550	\$ 857,400	-14.48%
63000 Vehicles & O&M Equipment			
63001 Vehicles	\$ 19,055	\$ -	-100.00%
63003 Large Equipment (+\$5,000)	\$ 150,000	\$ 6,000	-96.00%
63006 Small Equipment (-\$5,000)	\$ 25,000	\$ 15,000	-40.00%
63008 Equipment / Tool Rental	\$ 10,300	\$ 5,000	-51.46%
63010 Vehicle Fuel	\$ 10,300	\$ 9,000	-12.62%
63020 Equipment Fuel	\$ 45,000	\$ 30,000	-33.33%
63040 Vehicle Repairs & Maintenance	\$ 5,150	\$ 5,000	-2.91%
63050 Equipment Repairs & Maintenance	\$ 10,300	\$ 5,000	-51.46%
63070 Safety / PPE	\$ 2,060	\$ 1,500	-27.18%
63090 Insurance - Commercial Automobile	\$ 9,100	\$ 8,950	-1.65%
63950 Equipment Contingency Funds	\$ 10,300	\$ 10,000	-2.91%
Total Vehicles & O&M Equipment	\$ 296,565	\$ 95,450	-67.81%
64000 Office Equipment & Supplies			
64005 Office Supplies	\$ 5,000	\$ 5,000	0.00%
64010 Office Tools, Equipment & Maintenance	\$ 2,000	\$ 2,000	0.00%
64020 Computers, Printers & Furniture	\$ 6,000	\$ 5,000	-16.67%
64030 Software / SAS	\$ 24,100	\$ 22,000	-8.71%
64035 SCIS IT Services	\$ 10,300	\$ 12,000	16.50%
New line item fro Sarpy GIS		\$ 12,000	100.00%
64050 Office Rental	\$ 12,700	\$ 12,700	0.00%
64060 Postage & Shipping	\$ 1,030	\$ 500	-51.46%
64070 Office Wireless Internet	\$ 5,600	\$ 5,670	1.25%
Total Office Equipment & Supplies	\$ 66,730	\$ 76,870	15.20%

65000 Personnel & Benefits					
65010 Salaries, Full Time	\$	601,000	\$	650,000	8.15%
65020 Payroll Taxes	\$	46,000	\$	48,500	5.43%
65030 Deferred Compensation	\$	36,050	\$	47,000	30.37%
65040 Health Insurance	\$	86,000	\$	90,500	5.23%
65045 Post-Employment Health Insurance Plan	\$	3,200	\$	2,500	-21.88%
65050 Dental Insurance	\$	4,500	\$	4,500	0.00%
65060 Life Insurance	\$	600	\$	400	-33.33%
65070 Disability Insurance	\$	1,800	\$	1,800	0.00%
65080 Unemployment / Benefit Payout	\$	1,133	\$	800	-29.39%
65090 Workers Compensation Insurance	\$	7,500	\$	7,000	-6.67%
65100 Uniform Allowance	\$	1,000	\$	1,000	0.00%
65110 Licenses / Certifications	\$	2,060	\$	2,050	-0.49%
65120 Books / Periodicals	\$	660	\$	660	0.00%
65130 Organizational Dues	\$	5,000	\$	5,000	0.00%
65140 Professional Dev. / Conferences	\$	2,500	\$	2,500	0.00%
65150 Travel & Lodging	\$	2,500	\$	2,500	0.00%
65160 Recruitment & Onboarding			\$	-	0.00%
65170 Personnel Contingency Funds	\$	10,300	\$	5,000	-51.46%
Total Personnel & Benefits	\$	815,403	\$	871,710	6.91%
66000 Depreciation Expense					
70002 Uncategorized Expense					
70005 Unapplied Cash Bill Payment Expense					
Omaha Costs					
Omaha wholesale flow charge	\$	180,868	\$	262,763	45.28%
Bulk l monthly customer charge (annualized)	\$	10,197	\$	10,600	3.95%
New line item for Pioneering Reimbursement (25% of Pioneering Con fees)			\$	75,000	100%
Total Expense	\$	21,503,373	\$	14,338,232	-33.32%
Other Expense					
70003 Other Miscellaneous Expense					
70004 Reconciliation Discrepancies					
Total Other Expense					
Total Net Income	\$	(934,235)	\$	25,004	97.32%

SCCWWA FY 2026/2027 Budget Adopted by Agency Board: [], 2026

SCCWWA FY 2026/2027 Budget Adopted by Sarpy County Governing Body: [], 2026 SCCWWA FY 2026/2027 Budget Adopted by Bellevue Governing Body:

[], 2026 SCCWWA FY 2026/2027 Budget Adopted by Gretna Governing Body: [], 2026 SCCWWA FY 2026/2027 Budget Adopted by La Vista Governing

Body: [], 2026 SCCWWA FY 2026/2027 Budget Adopted by Papillion Governing Body: [], 2026 SCCWWA FY 2026/2027 Budget Adopted by Springfield

Governing Body: [], 2026

Adopted by SCCWWA:

4/22/2026

Adopted by Sarpy County:

Adopted by City of Bellevue, Nebraska:

Adopted by City of Papillion, Nebraska:

Adopted by City of La Vista, Nebraska:

Adopted by City of Gretna, Nebraska:

Adopted by City of Springfield, Nebraska:

RESOLUTION NO. 2026-11

**RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER
AGENCY PROPOSED FY2026-2027 BUDGET**

WHEREAS, City of Bellevue (“Bellevue”) is a party to an interlocal agreement (as amended, the “Formation Interlocal”) entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”);

WHEREAS, pursuant to Section IX of the Formation Interlocal, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member.

WHEREAS, pursuant to Agency Resolution No. 2026-012, the Agency Board approved the proposed FY2026-2027 Budget, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Bellevue City Council deems it appropriate and advisable to approve the proposed Agency FY2026-2027 Budget which has been approved by the Agency Board and is attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Bellevue that the proposed FY2026-2027 Budget is hereby approved.

ADOPTED AND APPROVED this 2nd day of June 2026.

Mayor Rusty Hike

ATTEST:

Approve as to Form:

City Clerk

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
6/2/2026

COUNCIL MEETING DATE: 06/02/2026		SUBMITTED BY: Chief Clary	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

Construction Contract with Doll Construction

SYNOPSIS/BACKGROUND:

This is a contract with Doll Construction to complete dirt work to construct berms, electrical work and concrete work at the future Bellevue Firearms Range. Due to a signed agreement - previously signed between Bellevue University and the City of Bellevue regarding a land swap - Bellevue University will pay approximately \$236,763 worth of the \$398,230 line item entitled "Base Bid Grading Total". The remainder of the \$738,400 bid (equating to \$501,664) will be paid from the existing BPD CIP budget line.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes	COUNTER-PARTY: Doll Construction	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: Doll Construction for The BPD Range		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: Bellevue Police Department Firearms Range		
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:

BPD requests that you allow for this budgeted purchase, as it is a continuation of the previous agreement with Bellevue University, and this project was accounted for in the 2026-2026 BPD Budget.

ATTACHMENTS:

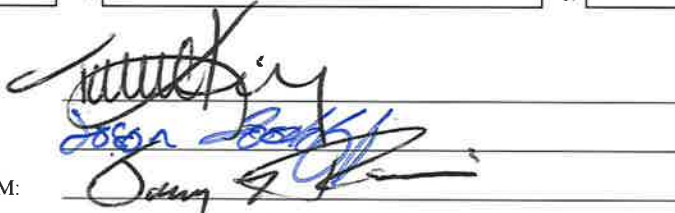
1. Doll Construction Bid	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



Office: 402.597.3655
Fax: 402.597.1625

Submitted To:
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Date	Proposal #
4/30/2026	26153

Combined Total 738,400

X 4/30/2026
PRESIDENT



1. Scope of Work

- A. Installation of Site SWPPP Items per Sheet C2.0
- B. Strip Area of Work, Mass Grade per the Grading Sheet C3.0
- C. Install Storm Utilities per Sheet C5.0
- D. Install Aggregate Sub-base per Detail 1/C4.0
- E. Form & Pour Site Concrete per Sheet C4.0
- F. Final Grade, Seed, Landscaping, & Matting of All Disturbed Areas

Doll Construction LLC
4343 S. 67th Street
Omaha, NE 68117

Office: 402.597.3655
Fax: 402.597.1625

Unit Rate Sheet

Date	#
4/16/2026	

Submitted To:
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Project: Bellevue Police Department Firing Range				
We are pleased to quote the following:	Quantity	Unit	Unit Price	Total
Unit Pricing :				
Labor, Material & Equipment to:				
1. Furnish and Install 4" Limestone Sub-base	1	Ton	\$ 65.00	\$ 65.00
2. Furnish and Install 4" Recycled Concrete 3/4"-1.5" Minus	1	Ton	\$ 28.00	\$ 28.00
3. Furnish and Install Washed Pea Gravel for Backfill Drainage Material	1	Ton	\$ 60.00	\$ 60.00
4. Cut Soil Onsite	1	CY	\$ 2.50	\$ 2.50
5. Place & Compact Soil Onsite	1	CY	\$ 2.50	\$ 2.50
6. Import Structural Fill	1	CY	\$ 12.00	\$ 12.00
7. Export Suitable Material - Offsite	1	CY	\$ 12.00	\$ 12.00
8. Export Unsuitable Material	1	CY	\$ 48.00	\$ 48.00
9. D6 Dozer	1	Hour	\$ 250.00	\$ 250.00
10. Track Loader	1	Hour	\$ 225.00	\$ 225.00
11. Rubber Tired Loader	1	Hour	\$ 175.00	\$ 175.00
12. Large Excavator	1	Hour	\$ 225.00	\$ 225.00
13. Mid-Size Excavator	1	Hour	\$ 175.00	\$ 175.00
14. Mini-Excavator	1	Hour	\$ 150.00	\$ 150.00
15. Large Compactor	1	Hour	\$ 225.00	\$ 225.00
16. Small Compactor	1	Hour	\$ 175.00	\$ 175.00
17. Skid loader	1	Hour	\$ 125.00	\$ 125.00
18. Dump Truck	1	Hour	\$ 115.00	\$ 115.00
19. Side Dump Truck	1	Hour	\$ 130.00	\$ 130.00
20. Off Road Dump Truck	1	Hour	\$ 225.00	\$ 225.00
21. Scraper	1	Hour	\$ 275.00	\$ 275.00
22. General Labor Wage - Standard Rate	1	Hour	\$ 45.00	\$ 45.00
23. Operator Wage - Standard Rate	1	Hour	\$ 55.00	\$ 55.00
24. Finisher Wage - Standard Rate	1	Hour	\$ 55.00	\$ 55.00
25. Foreman Wage - Standard Rate	1	Hour	\$ 75.00	\$ 75.00
26. General Labor Wage - Overtime Rate	1	Hour	\$ 67.50	\$ 67.50
27. Operator Wage - Overtime Rate	1	Hour	\$ 82.50	\$ 82.50
28. Finisher Wage - Overtime Rate	1	Hour	\$ 82.50	\$ 82.50
29. Foreman Wage - Overtime Rate	1	Hour	\$ 112.50	\$ 112.50



3. Statement of Qualifications

Doll Construction
4343 S. 67th Street
Omaha, NE 68117
402-597-3655
Nicholas Doll

Nicholas Doll is the President, Owner and Chief Operating Officer of Doll Construction, along with his business partner, Monte Heiman. Doll Construction specializes in commercial and residential civil construction offering a variety of construction services to general contractors and private owners in Omaha, NE and surrounding areas. Established in 2011, owners Nick and Monte have over 50 years combined experience in the civil construction industry and are both proficient operators on all equipment used in civil construction projects. Our experienced crews have extensive knowledge in interior/exterior demolition, site excavation, concrete work, footings/foundations, retaining walls, and snow removal. Doll Construction prides itself on the ability to execute quality service and solutions on time and on budget.



4. Project Contacts

The primary contact and supervisor over all construction services is **Nicholas Doll**. Nicholas Doll is the President, Owner and Chief Operating Officer of Doll Construction. Nicholas has a bachelor degree in Construction Engineering Technology from the University of Nebraska at Omaha and is an experienced manager with a diverse portfolio in civil construction development. Nick is a proficient operator on all equipment used in construction operations. He has successfully managed and performed a variety of commercial, industrial and residential work ranging in price from hundreds to millions of dollars, with extensive knowledge in earthwork, concrete work, building and site demolition, bridge demolition, utility infrastructure, retaining walls, and snow removal.

POSITION	EMPLOYEE	PHONE NUMBER	YEARS OF EXPERIENCE
President	Nicholas Doll	402-510-5177	25 years
Vice President	Monte Heiman	402-510-5615	25 years
Project Manager	Ryan Gray	402-507-8706	25 years
Concrete Supervisor	Mike Schultingkemper	402-661-0992	46 years
Site Superintendent	Chad Peterson	402-657-5591	28 Years



5. REFERENCES

1. **Ronco Construction**
1717 N. 74th St.
Omaha, NE 68114
Zak Olsen
402.677.8212
zolsen@ronco-construction.com
2. **McCarthy Building Companies, Inc.**
4201 S. 130th St.
Omaha, NE 68137
Daren Petersen
402.213.9578
dpetersen@mccarthy.com
3. **MECA**
CHI Health Center Omaha
455 N. 10th St.
Omaha, NE 68102
Kevin Raymond
402.707.7077
kraymond@omahameca.com
4. **Carlson Kennedy**
11310 S. 146th Street
Omaha, NE 68138
Eric Carlson
402.830.3696
eric@carlsonkennedy.com

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
6/2/2026

COUNCIL MEETING DATE: 6-2-26		SUBMITTED BY: Captain Tim Melvin	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

Surveillance camera install at American Heroes Park

SYNOPSIS/BACKGROUND:

Several parks in Bellevue have been vandalized within the last year. The city has invested over \$1,000,000 in upgrades to American Heroes Park, especially the large playground. The park sits out of range of any existing surveillance. To be proactive it is proposed that several cameras be installed around the playground area to prevent vandalism from occurring. The system could be moved to other parks if necessary.

FISCAL IMPACT: \$44,792.20 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY: \	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: N/A		
START DATE:	END DATE:	PAYMENT DATE:
CIP PROJECT NAME:		INSURANCE REQUIRED:
CIP PROJECT NUMBER:		
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approved the purchase of the surveillance system from Atronic Alarms in an amount not to exceed \$44,792.20

ATTACHMENTS:

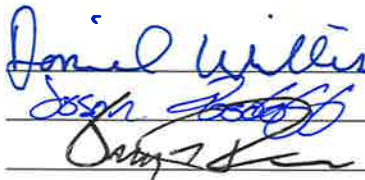
1. Atronic Alarms Proposal	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





Atronic Alarms

5070 S 136th Street
Omaha, NE 68137
(402) 895-1800
<https://www.atronicalarms.com>

Presented to:

**City of Bellevue - American
Heroes Park**

1010 East Mission Avenue
Bellevue, NE 68005

Prepared by:

Dan Knight, System Design

Consultant

dan.knight@atronicalarms.com

402-708-9264

AMERICAN HEROES PARK TURING AI SITESHIELD SOLUTION

ABOUT ATRONIC ALARMS:

Atronic Alarms is one of the largest, locally owned and operated security companies in the Midwest. For over 40 years our mission has been to provide clients with the highest quality of integrated security, fire, and A/V solutions, installed by certified professionals and backed with award-winning customer service.

American Heroes Park Turing AI SiteShield Solution (S-2283)

Site: 1010 East Mission Avenue Bellevue, NE 68005

Subtotal: \$44,792.20

Estimated Sales Tax: ~~\$3,135.45~~

Total: ~~\$47,927.65~~

AMERICAN HEROES PARK TURING AI SITESHIELD SOLUTION (S-2283)

Site: 1010 East Mission Avenue Bellevue, NE 68005

Pricing summary: \$47,927.65

Atronic proposes to install, program, and test American Heroes Park Turing AI SiteShield Solution. Atronic is proposing a remote customizable camera solution that allows the city to access video remotely through cellular communication. Customer can remotely access the system through Turing AI Vision mobile application and web portal. Customer can access live video, recorded video, export video, add/remove users, create customer notifications, and use the AI Smart Search feature to find faces, clothing, and vehicles. The system as is will require a dedicated power source to function.

American Heroes Park Turing AI SiteShield Solution

Customer Provides:

- Customer to provide an electrician to provide an electrical connection on the light pole. The electrical connection to be set to 120v weather proof outlet or outlet plug to connect with a line cord.
- Customer to provide scissor lift for installation of the SiteShields on the light poles.

Atronic will provide and install the following:

SiteShield West Pole 1

- (1) SiteShield Base System - Includes NEMA3R Enclosure with 4G router, PoE Switch, Heater, Fan, and Strobe Light Pre-Assembled on the light pole.
- (4) 3-Year Turing Core AI Axis Licenses
- (1) Axis P3747 20MP Multi-sensor camera on the bottom of the SiteShield.
- (1) Axis Pendant Kit
- (1) Linecord as needed
- Conduit as needed
- Installation of customer provided FirstNet Sim
- System Installation, Programming, and Testing

SiteShield East Pole 2

- (1) SiteShield Base System - Includes NEMA3R Enclosure with 4G router, PoE Switch, Heater, Fan, and Strobe Light Pre-Assembled on the light pole.
- (4) 3-Year Turing Core AI Axis Licenses
- (1) Axis P3747 20MP Multi-sensor camera on the bottom of the SiteShield.
- (1) Axis Pendant Kit
- (1) Line cord as needed
- Conduit as needed
- Installation of customer provided FirstNet Sim
- System Installation, Programming, and Testing

SiteShield North Pole 3

- (1) SiteShield Base System - Includes NEMA3R Enclosure with 4G router, PoE Switch, Heater, Fan, and Strobe Light Pre-Assembled on the light pole.
- (4) 3-Year Turing Core AI Axis Licenses
- (1) Axis P3747 20MP Multi-sensor camera on the bottom of the SiteShield.
- (1) Axis Pendant Kit

- (1) Line cord as needed
- Conduit as needed
- Installation of customer provided FirstNet Sim
- System Installation, Programming, and Testing

SiteShield South Pole 4

- (1) SiteShield Base System - Includes NEMA3R Enclosure with 4G router, PoE Switch, Heater, Fan, and Strobe Light Pre-Assembled on the light pole.
- (4) 3-Year Turing Core AI Axis Licenses
- (1) Axis P3747 20MP Multi-sensor camera on the bottom of the SiteShield.
- (1) Axis Pendant Kit
- (1) Line cord as needed
- Conduit as needed
- Installation of customer provided FirstNet Sim
- System Installation, Programming, and Testing

SiteShield Central Pole 5

- (1) SiteShield Base System - Includes NEMA3R Enclosure with 4G router, PoE Switch, Heater, Fan, and Strobe Light Pre-Assembled on the light pole.
- (4) 3-Year Turing Core AI Axis Licenses
- (1) Axis P3747 20MP Multi-sensor camera on the bottom of the SiteShield.
- (1) Axis Pendant Kit
- (1) Line cord as needed
- Conduit as needed
- Installation of customer provided FirstNet Sim
- System Installation, Programming, and Testing

Services Included

Turing Core AI Axis License 3-Year x 5

Standard Qualifications

- All work will be performed during normal business hours (Monday–Friday, 8:00 AM–5:00 PM).
- Ceilings, floors, and walls are assumed to be accessible for cable routing and device installation.
- Customer provides conduit, back boxes, and 120 VAC power at each equipment location.
- Customer provides the network equipment, cabling, connectivity, and IP addresses required for system operation.
- Customer provides computer workstations that meet manufacturer system requirements.
- Customer provides wall or rack space for all system components.
- Customer provides all usernames, passwords, and administrative credentials for any existing equipment being reused. Additional labor required to gain access to equipment will be billed accordingly.
- Existing wire or equipment to be reused must meet current installation standards. Non-compliant items will be replaced at an additional cost.
- Exterior wall penetrations, core drilling, and fire-stopping are the responsibility of others.
- Atronic will program and commission the system.
- Atronic does not perform drywall repair, painting, or patching related to installation, removal, or relocation of equipment.
- Integration with third-party systems is not included.
- Changes to the approved scope of work may result in additional charges and schedule adjustments.

- Customer will provide deposit of 45% + tax to order equipment and pay remaining 55% + tax after installation is complete.
- The customer is responsible for verifying and maintaining compliance with local alarm registration requirements. All registration fees are the responsibility of the customer.
- Pricing excludes any cost increases due to government-imposed tariffs. Once the 45% deposit is received, Atronic will secure equipment pricing at current rates.

SiteShield West Pole 1

Description	Qty
SiteShield Axis Base System SS-KG1-B4A, Includes NEMA3R Enclosure with 4G Router, PoE Switch, Heater, Fan and Strobe Light Pre-Assembled, (4) TV-ACAI3Y	1.00
4x5MP Multidirectional IP Camera	1.00
Indoor/Outdoor Pendant Kit on 1.5" NPS Threaded Brackets, White	1.00
3 Conductor Line Cord, 6'	1.00
Sim Installation & Testing	1.00
Liquidtight Conduit and Fittings - 10'	0.50
	Subtotal: \$7,988.44
	Estimated Tax: \$559.19
	Total: \$8,547.63

SiteShield West Pole 1 Installation, Programming, & Testing

Subtotal:	\$1,470.00
Estimated Tax:	\$102.90
Total:	\$1,572.90

SiteShield East Pole 2

Description	Qty
SiteShield Axis Base System SS-KG1-B4A, Includes NEMA3R Enclosure with 4G Router, PoE Switch, Heater, Fan and Strobe Light Pre-Assembled, (4) TV-ACAI3Y	1.00
4x5MP Multidirectional IP Camera	1.00
Indoor/Outdoor Pendant Kit on 1.5" NPS Threaded Brackets, White	1.00
3 Conductor Line Cord, 6'	1.00

SiteShield East Pole 2

Description	Qty
Sim Installation & Testing	1.00
Liquidtight Conduit and Fittings - 10'	0.50
Subtotal:	\$7,988.44
Estimated Tax:	\$559.19
Total:	\$8,547.63

SiteShield East Pole 2 Installation, Programming, & Testing

Subtotal:	\$1,470.00
Estimated Tax:	\$102.90
Total:	\$1,572.90

SiteShield North Pole 3

Description	Qty
SiteShield Axis Base System SS-KG1-B4A, Includes NEMA3R Enclosure with 4G Router, PoE Switch, Heater, Fan and Strobe Light Pre-Assembled, (4) TV-ACAI3Y	1.00
4x5MP Multidirectional IP Camera	1.00
Indoor/Outdoor Pendant Kit on 1.5" NPS Threaded Brackets, White	1.00
3 Conductor Line Cord, 6'	1.00
Sim Installation & Testing	1.00
Liquidtight Conduit and Fittings - 10'	0.50
Subtotal:	\$7,988.44
Estimated Tax:	\$559.19
Total:	\$8,547.63

SiteShield North Pole 3 Installation, Programming, & Testing

Subtotal:	\$1,470.00
Estimated Tax:	\$102.90
Total:	\$1,572.90

SiteShield South Pole 4

Description	Qty
SiteShield Axis Base System SS-KG1-B4A, Includes NEMA3R Enclosure with 4G Router, PoE Switch, Heater, Fan and Strobe Light Pre-Assembled, (4) TV-ACAI3Y	1.00
4x5MP Multidirectional IP Camera	1.00
Indoor/Outdoor Pendant Kit on 1.5" NPS Threaded Brackets, White	1.00
3 Conductor Line Cord, 6'	1.00
Sim Installation & Testing	1.00
Liquidtight Conduit and Fittings - 10'	0.50
Subtotal:	\$7,988.44
Estimated Tax:	\$559.19
Total:	\$8,547.63

SiteShield South Pole 4 Installation, Programming, & Testing

Subtotal:	\$1,470.00
Estimated Tax:	\$102.90
Total:	\$1,572.90

SiteShield Central Pole 5

Description	Qty
SiteShield Axis Base System SS-KG1-B4A, Includes NEMA3R Enclosure with 4G Router, PoE Switch, Heater, Fan and Strobe Light Pre-Assembled, (4) TV-ACAI3Y	1.00
4x5MP Multidirectional IP Camera	1.00
Indoor/Outdoor Pendant Kit on 1.5" NPS Threaded Brackets, White	1.00
3 Conductor Line Cord, 6'	1.00
Sim Installation & Testing	1.00

SiteShield Central Pole 5

Description	Qty
Liquidtight Conduit and Fittings - 10'	0.50
Subtotal:	\$7,988.44
Estimated Tax:	\$559.19
Total:	\$8,547.63

SiteShield Central Pole 5 Installation, Programming, & Testing

Subtotal:	\$1,470.00
Estimated Tax:	\$102.90
Total:	\$1,572.90

New Customer Discount

Item	Description	Unit Price	Qty	Total
DISCOUNT	New Customer Discount	\$-2,500.00	1.00	\$-2,500.00
Subtotal:				\$-2,500.00
Estimated Tax:				\$-175.00
Total:				\$-2,675.00



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
6/2/2026

COUNCIL MEETING DATE: June 2, 2026		SUBMITTED BY: David Goedecken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

BPW240201 CIPST26(04) - Reconstruction Projects - M146(215A) Fontenelle Hills and M146(216A) Forest Hills - Schemmer Assoc. Final Design Amendment No. 1

SYNOPSIS/BACKGROUND:

Amendment No. 1 to Schemmer Associates to perform Final Design Engineering services for M146(215A) - Fontenelle Hills Addition: Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir and M146(216A) - Forest Hills Addition: Shagbark Ct, Redbud Ln, Forestview Cir. The professional services to include: project administration, topographic survey, engineering final roadway design, public involvement meetings, and property title searches for the contract amount of \$669,960.

FISCAL IMPACT: \$669,960.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Schemmer Associates	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: 240201 CIPST26(04) M146(215A) & (216A) Reconstruction Projects - Fontenelle & Forest Hills		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: 240201 CIPST26(04) M146(215A) & (216A) Reconstruction Projects - Fontenelle & Forest Hills		
START DATE:	END DATE:	PAYMENT DATE:
CIP PROJECT NAME: Reconstruction Projects M146 (215A) & (216A)		CIP PROJECT NUMBER: ST26(04)
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Schemmer Associates for Amendment No. 1 for the contract amount of \$699,960.00.

ATTACHMENTS:

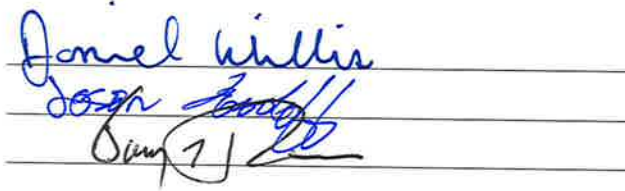
1. Agreement - Amendment no. 1	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



SUGGESTED FORMAT
(for use with E-510, 2002 Edition)

This is **EXHIBIT J**, consisting of 3 pages, referred to in and part of the
Agreement between Owner and Engineer for Professional Services
dated

AMENDMENT TO OWNER-ENGINEER AGREEMENT

1. Background Data

- a. Effective Date of Owner-Engineer Agreement: June 2nd, 2026
- b. Owner: City of Bellevue
- c. Engineer: The Schemmer Associates Inc.
- d. Project: Fontenelle Hills and Forest Hills Reconstruction

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

- ☒ Additional Services to be performed by Engineer
- ☐ Modifications to Services of Engineer
- ☐ Modifications to Responsibilities of Owner
- ☒ Modifications to Payment to Engineer
- ☒ Modifications to Time(s) for rendering Services
- ☐ Modifications to other terms and conditions of the Agreement

3. Description of Modifications

Attachment 1, "Modifications"

[List other Attachments, if any]

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

City of Bellevue

By: _____

Title: _____

Date Signed: _____

ENGINEER:

The Schemmer Associates Inc. Shane E Swope

By: Shane E Swope

Title: Manager, Transportation

Date Signed: May 22, 2026

Modifications

[Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

1. Engineer shall perform the following Additional Services:

See Scope of Services Exhibit A and fee schedule Exhibit B

2. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

N/A

3. The responsibilities of Owner are modified as follows:

N/A

4. For the additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

\$287,960 – Final Design Contract Amount
+\$382,000 – Max Amount for Right of Way Services Midwest ROW
\$669,960

5. The schedule for rendering services is modified as follows:

See Final Design Schedule Exhibit C

6. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

N/A.

This is **EXHIBIT A**, consisting of 9 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated ____.

Owner's Consultant's Services

ARTICLE A.1 – BASIC SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

CITY OF BELEVUE – VARIOUS STREET CONSTRUCTION/RECONSTRUCTION PROJECTS (Project Description)

The OWNER has selected two projects to include in their capital improvement plans for 2027. These two projects consist of a group of streets that are grouped under the name Fontenelle Hills and Forest Hills.

1. **Fontenelle Hills.** Streets included: Ridgewood Court, Bayberry Court, Bayberry Drive, Laurel Drive, Laurel Circle - This group of projects shall include the removal and reconstruction of streets at the same grade and location as the existing streets. These projects are located in a general area known as Fontenelle Hills. Streets that fall into this group may not meet standards for maximum vertical profile and may not exceed minimum radius standards for horizontal alignment. New pavement construction will match surfacing material of existing streets. Preliminary design has been completed and this project scope reflects the effort to complete final design. (Project 1)
2. **Forest Hills** Streets included: Shagbark Court, Redbud Lane, Forest View Circle - This group of projects shall include the removal and reconstruction of streets at the same grade and location as the existing streets. These projects are located in a general area known as Forest Hills. Streets that fall into this group may not meet standards for maximum vertical profile and may not exceed minimum radius standards for horizontal alignment. New pavement construction will match surfacing material of existing streets. Preliminary design has been completed and this project scope reflects the effort to complete final design. (Project 2)

Information Provided by the OWNER or Others

The OWNER will provide all available information including studies, reports, mapping, as-built plans, and data. The OWNER will also provide the following:

- a. Maps of all City utilities
- b. Data on existing City control points and benchmarks
- c. Current list of utility companies and contact information

Tasks specifically not included: Construction observation, wetland delineations, testing for hazardous materials, noise studies, bid phase services and other tasks not specifically listed herein.

Design Plan Sheets

Roadway plan sheets will be prepared using City of Bellevue sheet borders and City of Omaha standard specifications and bid items. The following plan sheets are anticipated to be included in the final plan set:

- a. Cover Sheet
- b. Typical Section Sheets
- c. Summary of Quantities
- d. General Information / Detail Sheets
- e. Horizontal Control Sheets
- f. Removal/Construction Sheets
- g. Geometric/grades/joints Sheet
- h. Drainage Plan Sheets
- i. Drainage Profile Sheets
- j. Roadway Plan and Profile Sheets
- k. Retaining Wall Plan and Profile Sheets
- l. Driveway Profile Sheets
- m. Construction Phasing Sheet (with hatching to denote phasing) and Barricading Sheets
- n. Right of Way plan Sheets showing existing and proposed ROW design
- o. Special Plan Sheets
- p. Roadway Cross-Section Sheets
- q. Erosion Control Sheets

Submittals

The following formal submittals are anticipated:

- a. 60% Functional Design Submittal w/ cost estimate
- b. 90% Draft PSE&E Submittal
- c. Final Design Construction Documents (including signed plans and specifications)
- d. New Right of Way / Easement Tract Maps and Legal Descriptions

Project Tasks

The following tasks are anticipated to complete the work for this project:

TASK 1. Project Management

a. Project Management

The Engineer's Project Manager, Matt Shimerdla will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of project team. Provide regular progress reports with invoices.

b. Coordination with Others

The Engineer will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes phone conversations and communication with the agencies or Consultants.

TASK 2. General Project Meetings

a. Progress Meetings

The Engineer will schedule and attend a review meeting with the OWNER'S representatives to discuss the open house and the status of the preliminary design. The Engineer will schedule and attend all progress meetings. The Engineer will create and distribute a meeting agenda at least 48 hours prior to all progress meetings. The Engineer will prepare and distribute meeting minutes. This scope estimates 3 progress meetings. This task also includes meeting with the City of Bellevue to discuss the second open house meeting scheduled during this contract.

b. Review Meetings

The Consultant will schedule and attend review meetings to receive the City's review comments from the submittals. The Consultant will prepare and distribute meeting minutes. This will include the following review meetings:

- ☐ Review alternative designs during the conceptual design phase.
- ☐ 30% Plan in Hand Submittal
- x 60% Functional Submittal
- x 90% Draft Plans, Specifications and Estimates Submittal
- x 100% Construction Contracts Document Submittal

TASK 3. Topographic Survey Additional Pickup Survey

This task consists of additional topographic field survey of the project corridor including items necessary for the final design and a current inventory of trees located on streets planned for construction. The engineer will also update utilities for final design. Survey shall be in accordance with current Nebraska Department of Transportation survey specifications.

a. Topographic Field Survey

The Engineer will collect additional topographic survey data within the limits of the identified street projects. The topographic ground survey will identify new sidewalk constructed within the previous 3 years and survey limits of this new construction and elevations of the sidewalk. This survey will also include a tree count and diameter for the trees located in the corridors under construction.

b. *Base Map Preparation*

Consultant will update the base map using the topographic survey data in the City of Omaha CADD standards format with the City of Bellevue Coordinate System.

TASK 4. Public Involvement

a. *Open House*

The Consultant will schedule, arrange, and facilitate __1__ public open house during the final design contract. The Consultant shall draft a press release of the open house to be reviewed by the City's Project Manager who will coordinate publication of the press release.

During the public meeting, City staff and the Consultant will be available to answer questions and receive comments. The consultant will put together a formal presentation as part of the meeting. The Consultant will be responsible for:

- x Creating and addressing invitational postcards
- x Meeting displays
- x Power Point Presentation
- ☐ Meeting handouts (____ handouts per meeting)
- x Sign-in sheet
- x Comment forms
- x Written summation of the oral and written comments received
- x Preparation of draft responses to comments received (____ responses per meeting)
- ☐ Other materials as identified in the public involvement plan
- ☐ Necessary follow-up
- ☐ Other _____

b. *One on One Meetings*

Schemmer will schedule one on one meetings with residents as part of the public involvement process. Schemmer will hold 30 minute time slots for residents to sign up for over the course of two days to discuss the project with residents potentially impacted by construction. Schemmer staff anticipates attending 16 one-on-one meetings.

TASK 5. Functional and Final Design

This task will include the preliminary plans plus geometrics, construction and removal plans, spot elevations and joint plans, retaining wall plan and profiles, driveway profiles, proposed right of way plans, updated roadway cross sections, construction phasing, traffic barricading and opinion of probable construction costs.

a. *Typical Sections*

Typical sections will be updated based on a review from the City of Bellevue and any comments that arise from the public open house.

b. *General Info / Project Details*

These project sheets will be developed to identify general information and plan details for the two projects.

c. *Spot Elevations and Joint Plans*

Spot elevations will be calculated for the streets under construction in Fontenelle Hills and Forest Hills. Elevations will be calculated every 25' at each gutter line and the centerline. For Cul-de-sacs being reconstructed spot elevations will be calculated at a 25' by 11' square area covering the entirety of the reconstructed pavement. Joint plans will be laid out following City of Omaha standard plates for concrete construction.

d. *Driveway Profiles*

With the severity of grades along the streets under construction, the consultant will provide elevation and slope information and geometric details for each of the residential driveways impacted by construction.

e. *Geometric Details*

Geometric plan elements will be drafted, and their location will be tied to the horizontal alignment using a station and offset. Plan elements include back of curb, sidewalk, driveway, and other plan elements.

f. *ADA Compliant Pedestrian Facilities*

ADA compliant curb ramps and pedestrian facilities will be designed for projects where these improvements are necessary. Existing curb ramps that do not meet standards will be replaced with ADA compliant ramps. ADA curb ramps will also have geometric and elevation information provided as part of the construction plans to ensure the design meets ADA standards.

g. *Retaining Wall Plan and Profiles*

To minimize impacts to right of way and replace existing retaining walls impacted by construction, design of the plan location as well as the profile of modular block retaining walls will be part of the plan set. It is assumed that all retaining walls will be modular block and no cast in place walls will be necessary. Based on the preliminary design, it appears that we will need 12 retaining walls throughout the projects.

h. *Construction Phasing / Barricading Plans*

Consultant will take preliminary phasing plans developed for the previous plan set and provide dimensions and identify parking spaces for each residence during construction. As part of the plans, the consultant will layout traffic control devices for the contractor to complete construction.

i. *Proposed Right of Way*

The consultant will prepare proposed right of way plans to purchase proposed permanent easement for sidewalks constructed with the plan set. The consultant will also lay out temporary easement where necessary to grade out fill slopes and construct retaining walls.

Part of this task will also include creating tract maps for properties where right of way will be purchased and right of way legal descriptions will be created. We anticipate 80 tracts will need permanent or temporary easement.

j. *Drainage Plan and Profile Sheets*

Review the drainage study and determine if existing inlets can remain in place or if new drainage inlets are necessary to design as part of the drainage system. If new inlets are designed, profiles will be incorporated into the plans.

k. *Erosion Control Plans*

Erosion control plans shall be developed to minimize erosion from the steep slopes present with these projects.

l. *Summary of Quantities Sheet*

Existing material removed will be determined and future material constructed for each of the construction projects will be calculated. Quantity items will be based on City of Omaha standard bid items and summarized on sheets for both projects.

m. *Special Plans*

City of Omaha standard plates will be used as details for the construction of these improvement projects. Schemmer will include them in the draft PS&E plan package.

n. *Roadway Cross-Sections*

Cross-sections will be updated to reflect retaining wall design and minimize impacts to Right-of-way. Cross-sections shown at driveways will have profile information.

o. *Opinion of Probable Construction Cost*

City of Omaha bid items and unit prices will be used to compute quantities and submit an opinion of probable construction cost prior to the 60% plan submittal, 90% submittal and final submittal. (after selection of preferred design alternative).

p. *Functional Plans*

Create plan sheets as appropriate for each of the two projects for all functional design tasks to capture design information and define project quantities for the purpose of calculating a 60% plan set and project cost estimate.

q. *Draft PS&E Plans*

Create plan sheets as appropriate for each of the two projects for all draft PS&E design tasks to capture design information and define project quantities for the purpose of calculating a 90% plan set and project cost estimate.

r. *Quality Assurance/Quality Control (QA/QC)*

The ENGINEER shall perform QA/QC reviews of project documents at various stages of design and prior to any formal submittals.

TASK 6. Construction Plan Documents / Bid Documents / Special Provisions

a. *Final Plans*

Create plan sheets as appropriate for each of the two projects for all final design tasks to capture design information and define project quantities for the purpose of calculating a 100% plan bid set and project cost estimate.

b. *Construction Bid Documents*

The Consultant shall use EJCDC documents to develop bid documents as part of the letting for this project.

c. *Special Provisions*

The Consultant shall use City of Omaha standard specifications and bid items for the project. Bid items that are not covered by City of Omaha standard specifications will be explained and defined with these special provisions.

April 22, 2026



MIDWEST

R O W

**MIDWEST
RIGHT OF WAY
SERVICES**

**Schemmer
Omaha, Nebraska**

**Right of Way
Easement Acquisitions
Bellevue, Nebraska**

John Borgmeyer
john.borgmeyer@midwestrow.com

**13425 A Street
Omaha, Nebraska 68144
402-955-2900**



MIDWEST

R | O | W

PROPOSAL FOR SERVICES
Schemmer – Omaha, Nebraska
Right of Way – Easement Acquisitions
Bellevue, Nebraska

Matt Shimerdla
Senior Project Manager
Schemmer
1044 North 115th Street, Suite 300
Omaha, NE 68154

PROJECT UNDERSTANDING

This project involves the acquisition of permanent and temporary easements from approximately eighty (80) tracts of land for a City of Bellevue sidewalk installation and roadway improvement project. The project is located in the eastern area of Bellevue, Nebraska.

PROJECT MANAGEMENT

This task will involve management of all project elements to ensure the acquisition process is streamlined, appropriate progress is made, and schedules are met. The project manager will be responsible for the coordination of the preliminary negotiation guidance discussions, appraisals/valuations, and right of way acquisitions.

WAIVER VALUATIONS and JUST COMPENSATION

This task involves the preparation of eighty (80) waiver valuations. The waiver valuations will aid the City of Bellevue in the determination of value for the easements to be acquired. Midwest Right of Way Services will prepare the waiver valuations using recent comparable land sales in the area and/or Sarpy County Property Assessors data as well as other pertinent information. The reports will be provided to the City of Bellevue for their determination of the just compensation.

ACQUISITION

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

If necessary, a recommendation for a negotiated settlement will be made to the City of Bellevue representatives. When an agreement is reached, we will obtain the necessary signatures of all interested parties. Our goal will be to acquire the necessary property through amicable negotiations. If condemnation is required, we will work with the City of Bellevue and its attorney to file the necessary documents and be available to assist with condemnation preparation or court testimony.

ECONOMIC EQUITY AND INCLUSION PROGRAM

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

SMALL EMERGING BUSINESS TIER II

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

VETERAN-OWNED BUSINESS

Midwest Right of Way Services is a veteran-owned business.

TEAM MEMBERS

John Borgmeyer, RWA-GN, Right of Way Agent, is the Vice President for Midwest Right of Way Services, Inc. He has performed acquisition negotiations for state, local and federally funded projects in Nebraska, Iowa and Kansas, and relocation assistance for local and federally funded projects in Nebraska. His experience includes roadway, airport, drainage, and sewer projects.

Maria Rodriguez, R/W-RAC, Right of Way Agent, is a project manager and has worked for Midwest Right of Way Services since October, 2013. Prior to joining the Midwest team, she performed acquisition negotiations and relocation assistance in Arizona and Nevada since 2006. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects. Maria is fluent in Spanish.

Stacey A. Kroeger, SR/WA, R/W-RAC, Right of Way Agent, has worked for Midwest Right of Way Services since February 2001. She has performed acquisition negotiations and relocation assistance since May, 2005. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects.

Jim Abbott, Right of Way Agent, has worked for Midwest Right of Way Services since January, 2017. He has performed acquisition negotiations for sewer and roadway projects in Omaha, Lincoln, Sarpy County and Douglas County in Nebraska and roadway projects in Iowa. His experience includes twenty years of real estate management of commercial and investment properties in the Midwest working for a management company throughout Nebraska, Iowa, and South Dakota.

Chris Wayne, SR/WA, Right of Way Agent, has worked for Midwest Right of Way Services since May, 2020. His experience includes over 30 years of urban planning and redevelopment experience working for the City of Omaha. Chris has extensive knowledge in the real estate, right of way acquisition, and relocation assistance service field.

Caleb Schescke, Right of Way Agent, has worked Midwest Right of Way Services since February 2022. Caleb graduated from University of Nebraska at Kearney in 2020. Caleb received his real estate license in 2022. He has experience working on Utility, Roadway, and drainage projects in Nebraska.

Alexa Cradduck, Right of Way Agent, joined the Midwest Right of Way Services team in January 2023. Alexa received her real estate license in 2024. Her experience includes preparation of right of way documents as well as agreements and contracts for various agencies. She has experience working on state, local and federally funded projects.

PAYMENT FOR SERVICES

Midwest Right of Way Services proposes the right of way services detailed above for the following hourly fees:

	Hourly Salary Rates
Project Manager	\$ 150.00
Right of Way Agent	\$ 125.00
Relocation Agent	\$ 125.00
Document Preparation and Administrative Services	\$ 75.00
Mileage at Standard IRS Rate *2026	\$ 0.725

*Mileage will be billed in addition to the above fees, at the standard IRS rate for the year in which the miles were incurred.

Condemnation court testimony and consultation will be billed at our standard hourly rate plus expenses, if needed. Invoices will be sent on a monthly basis for actual services rendered and real expenses incurred. The cost of services was estimated at a maximum fee. Should additional fees and costs be necessary, an amendment to this proposal will be submitted for approval prior to providing ongoing services.

The project plans have not been finalized; it is estimated that a total of eighty (80) tracts will be impacted.

RIGHT OF WAY SERVICES

Project Management	80	Tracts @	\$ 300.00	each =	\$ 24,000.00
Negotiation Services	80	Tracts @	\$ 3,750.00	each =	\$ 300,000.00
Administrative Services	80	Tracts @	\$ 225.00	each =	\$ 18,000.00
Waiver Valuations	80	Tracts @	\$ 500.00	each =	\$ 40,000.00

Total Right of Way Costs:	\$ 382,000.00
----------------------------------	----------------------

The maximum fee for this project is **\$382,000.00**.

If the above-described items are satisfactory to you, please sign and date the original and duplicate original of this letter in the space provided. Keep one executed copy of this letter for your files and return the duplicate copy to us for our files. Receipt of this letter contract will be considered our formal notice to proceed with the work.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.



John E. Borgmeyer
Vice President

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

Authorized Representative

Date

Exhibit B
Hour Estimate Form
Functional and Final Design
Fontenelle Hills and Forest Hills
City of Bellevue

ITEM NO.	TASK DESCRIPTION	PRIN	PROJ MGR	SEN PROJ ENGR	REG DESIGN ENGR	ENGR/ SEN TECH	ENGR TECH	SEN REG SURVEYOR	2-MAN CREW	SURVEY TECHNICIAN	LAB TECH	ADMIN ASST	TOTAL PER TASK
I.	Project Administration												
I.a	Project Management	6	60		24								90
I.b	Coordination w/ Others		24		16								40
II.	General Meetings												
II.a	Progress Meetings with City Staff		8		8		4						20
II.b	Review Meetings with City Staff		12		12		4						28
III.	Additional Topographic Survey												
III.a	Additional Topographic Survey (New Sidewalk)							4	12	4			20
III.b	Tree Count							8	32	8			48
III.e	Update Utility One-Calls and Survey							6	12	4			22
III.f	Download Data and add to survey Base File		8					2	4	40			54
IV.	Public Meeting												
IV.a	Develop Public Meeting Materials		4		8		16						28
IV.b	Prepare Public Meeting Boards		8				16						24
IV.c	Attend and Document Public Meeting		16		8		12						36
IV.d	Attend One on One Meetings		24		6								30
IV.e	Create Power Point Presentation		16										16
V.	Functional and Final Roadway Design												
V.a	Typical Sections		4		4								8
V.b	General Info / Project Details		2				8						10
V.c	Spot Elevations and Joint Plans		16				24						40
V.d	Construction & Removal Sheets		4				24						28
V.e	Driveway Profiles		8		16		32						56
V.f	Geometric Details		4				24						28
V.g	ADA Pedestrian Facilities		4				20						24
V.h	Retaining Wall Plan and Profiles		24				48						72
V.i	Construction Phasing and Barricading Plans		16		4		40						60
V.i.2	Proposed Right of Way Design		16				32						48
V.j	Tract Maps and Legal Descriptions		35				140	70					245
V.k	Drainage Plan and Profile Sheets		2		8		12						22
V.l	Erosion Control Plans		4		12		12						28
V.m	Summary of Quantities Sheet		2		4		4						10
V.n	Special Plans		4				24						28
V.o	Roadway Cross-Sections		16		24		40						80
V.p	Opinion of Probable Cost		2				4						6
V.q	Functional Plans		16		32		60						108
V.r	Draft PS&E Plans		24		40		80						144
V.s	Quality Assurance / Quality Control		8										8
VI.	Construction Plan Documents												
VI.a	Final Plans		40		16	24	80						160
VI.b	Construction Bid Documents		24		4								28
VI.c	Special Provisions		32		8								40

Exhibit B
Fontenelle Hills and Forest Hills
City of Bellevue

Functional and Final Design

FEE SUMMARY SCHEDULE

Direct Salary Costs

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	2018 RATE	ESTIMATED LABOR CHARGE	TASK COST
I. Project Administration				\$25,820.00
PRINCIPAL	6	\$300.00	\$1,800.00	
PROJECT MANAGER	84	\$205.00	\$17,220.00	
SENIOR PROJECT ENGINEER	0	\$205.00	\$0.00	
REGISTERED DESIGN ENGINEER	40	\$170.00	\$6,800.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$205.00	\$0.00	
ENGINEERING TECHNICIAN	0	\$135.00	\$0.00	
REGISTERED SURVEYOR	0	\$165.00	\$0.00	
2-MAN CREW SURVEY	0	\$205.00	\$0.00	
CADD TECHNICIAN	0	\$135.00	\$0.00	
LAB TECHNICIAN	0	\$95.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$90.00	\$0.00	
II. General Meetings				\$8,580.00
PRINCIPAL	0	\$300.00	\$0.00	
PROJECT MANAGER	20	\$205.00	\$4,100.00	
SENIOR PROJECT ENGINEER	0	\$205.00	\$0.00	
REGISTERED DESIGN ENGINEER	20	\$170.00	\$3,400.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$205.00	\$0.00	
ENGINEERING TECHNICIAN	8	\$135.00	\$1,080.00	
REGISTERED SURVEYOR	0	\$165.00	\$0.00	
2-MAN CREW SURVEY	0	\$205.00	\$0.00	
CADD TECHNICIAN	0	\$135.00	\$0.00	
LAB TECHNICIAN	0	\$95.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$90.00	\$0.00	
III. Additional Topographic Survey				\$24,800.00
PRINCIPAL	0	\$300.00	\$0.00	
PROJECT MANAGER	8	\$205.00	\$1,640.00	
SENIOR PROJECT ENGINEER	0	\$205.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$170.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$205.00	\$0.00	
ENGINEERING TECHNICIAN	0	\$135.00	\$0.00	
REGISTERED SURVEYOR	20	\$165.00	\$3,300.00	
2-MAN CREW SURVEY	60	\$205.00	\$12,300.00	
CADD TECHNICIAN	56	\$135.00	\$7,560.00	
LAB TECHNICIAN	0	\$95.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$90.00	\$0.00	

IV. Public Meeting				\$23,620.00
PRINCIPAL	0	\$300.00	\$0.00	
PROJECT MANAGER	68	\$205.00	\$13,940.00	
SENIOR PROJECT ENGINEER	0	\$205.00	\$0.00	
REGISTERED DESIGN ENGINEER	22	\$170.00	\$3,740.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$205.00	\$0.00	
ENGINEERING TECHNICIAN	44	\$135.00	\$5,940.00	
REGISTERED SURVEYOR	0	\$165.00	\$0.00	
2-MAN CREW SURVEY	0	\$205.00	\$0.00	
CADD TECHNICIAN	0	\$135.00	\$0.00	
LAB TECHNICIAN	0	\$95.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$90.00	\$0.00	
V. Functional and Final Roadway Design				\$164,065.00
PRINCIPAL	0	\$300.00	\$0.00	
PROJECT MANAGER	211	\$205.00	\$43,255.00	
SENIOR PROJECT ENGINEER	0	\$205.00	\$0.00	
REGISTERED DESIGN ENGINEER	144	\$170.00	\$24,480.00	
ENGINEER/ SENIOR TECHNICIAN	0	\$205.00	\$0.00	
ENGINEERING TECHNICIAN	628	\$135.00	\$84,780.00	
REGISTERED SURVEYOR	70	\$165.00	\$11,550.00	
2-MAN CREW SURVEY	0	\$205.00	\$0.00	
CADD TECHNICIAN	0	\$135.00	\$0.00	
LAB TECHNICIAN	0	\$95.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$90.00	\$0.00	
VI. Construction Plan Documents				\$40,160.00
PRINCIPAL	0	\$300.00	\$0.00	
PROJECT MANAGER	96	\$205.00	\$19,680.00	
SENIOR PROJECT ENGINEER	0	\$205.00	\$0.00	
REGISTERED DESIGN ENGINEER	28	\$170.00	\$4,760.00	
ENGINEER/ SENIOR TECHNICIAN	24	\$205.00	\$4,920.00	
ENGINEERING TECHNICIAN	80	\$135.00	\$10,800.00	
REGISTERED SURVEYOR	0	\$165.00	\$0.00	
2-MAN CREW SURVEY	0	\$205.00	\$0.00	
CADD TECHNICIAN	0	\$135.00	\$0.00	
LAB TECHNICIAN	0	\$95.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$90.00	\$0.00	

	1,737	\$287,045.00
Subtotal Direct Salary Costs		\$287,045.00
Overhead Costs	0.0%	<u>\$0.00</u>
Subtotal Labor Charges + Overhead		\$287,045.00
Fixed Fee	0%	<u>\$0.00</u>
Subtotal Labor Charges + Overhead + Fixed Fee		\$287,045.00

DIRECT NON-SALARY COSTS:

	No.	Rate (\$)	
Printing - full-size	\$	1.25	\$ -
Mileage	195 \$	0.725	\$ 141.00
Survey Mileage	240 \$	0.725	\$ 174.00
Geotech (Lab Reimbursable)	\$	210.00	\$ -
Title Searches	0 \$	300.00	\$ -
Lodging	\$	70.00	\$ -
Per Diem	\$	39.00	\$ -
Public Meeting	1 \$	600.00	\$ 600.00
Other			\$ -
			<u>\$ 915.00</u>

Sub-Total Direct Non-Salary Costs

\$ 287,960.00

TOTAL ESTIMATED FEE

Exhibit C
Project Schedule City of Bellevue
Various Street Construction/Reconstruction Projects
April 2026

<u>Milestone</u>	<u>Completion Date</u>
Notice to Proceed w/ Final Design	May 15th, 2026 (Assumed)
Review Meeting / Kick-Off Final Design	May 26th, 2026
1st Progress Meeting	June 20th, 2026
60% Plan Submittal	July 31 st , 2026
Review 60% Plans	August 15 th , 2026
90% Plan Submittal	November 12 th , 2026
Submit Tract Maps and Legal Descriptions	November 19 th , 2026
ROW Process	November - May
Final Contract Documents Submittal	February 3rd, 2027
City of Bellevue Approve Contract Documents	February 17th, 2027
Begin Project Advertising	March 20th, 2027
Project Letting	May 5 th , 2027
Approve Construction Contract	May 20th, 2027
Construction NTP	June 8th, 2027

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
6/2/2026

COUNCIL MEETING DATE: June 2, 2026		SUBMITTED BY: Dave Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

Closing of Project: Cary Street Box Culvert Wingwall Reconstruct (BPW#240604)

SYNOPSIS/BACKGROUND:

On December 16, 2025 The Honorable Mayor and City Council approved the Cary Street Box Culvert Reconstruct with an original estimated cost of \$132,555.02. The final cost of the project is \$132,555.02 at closing.

FISCAL IMPACT: \$132,555.02 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Valley Corporation	INTERLOCAL AGREEMENT: N/A
CONTRACT DESCRIPTION: BPW#240604 - Box Culvert Wingwall Reconstruct		
CONTRACT EFFECTIVE DATE: 12/16/2025	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: BPW#240604 - Box Culvert Wingwall Reconstruct		
START DATE:	END DATE:	PAYMENT DATE:
CIP PROJECT NAME: Drainage Improvements		CIP PROJECT NUMBER: CIPST26(6)
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):
ACCOUNTING DISTRIBUTION CODE: 15	ACCOUNT NUMBER: 7010	

RECOMMENDATION:

Approve final payment application in the amount of \$13,255.50. Approve project as substantially complete, and accept final project quantities.

ATTACHMENTS:

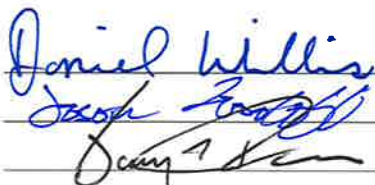
- | | | |
|--------------------------|------------------------------|--|
| 1. Final Pay Application | 2. Certificate of Acceptance | 3. Certificate of Substantial Completion |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





We Influence The World!

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

Project Name:	Box Culvert Wingwall Reconstruct
Project Location:	Cary Street & Fort Crook Road
BPW Project No.	BPW-240604
Contractor:	Valley Corporation
Final Completion Date:	May 7, 2026
Bid Amount:	\$132,555.02
Total Completion Cost:	\$132,555.02

CERTIFICATE OF ACCEPTANCE

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

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

David Goedeken
Public Works Director

Final Payment - Contractor's Application For Payment No. 2

	Application Period Ending: May 13, 2026	Application Date: May 13, 2026
To (Owner): City of Bellevue	From (Contractor): Valley Corps	Via (Engineer) HGM
Owner's Project No.: 240604 Culvert Wingwall	Contractor's Project No.:	Engineer's Project No.: 702425
Project / Contract: Box culvert repair project		

Application for Payment Approved Change Order Summary		
Number	Additions	Deductions
TOTALS	\$ -	\$ -
NET CHANGE BY CHANGE ORDERS	\$	-



1. ORIGINAL CONTRACT PRICE	\$132,555.02
2. NET CHANGE BY CHANGE ORDERS	\$ -
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$ 132,555.02
4a. TOTAL VALUE of WORK PERFORMED	\$ 132,555.02
b. STORED MATERIALS	\$ -
c. TOTAL OF WORK & MATERIALS (4a + 4b)	\$ 132,555.02
5. RETAINAGE (5% of Line 4c):	\$ 13,255.50
6. AMOUNT ELIGIBLE TO DATE (Line 4c - Line 5)	\$ 119,299.52
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 119,299.52
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7)	\$ 13,255.50
9. BALANCE TO FINISH PLUS RETAINAGE (Line 3 - 4c + 5)	\$ (0.00)
10. RETAINAGE TO DATE:	\$ 13,255.50

Contractor's Certification

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

By: John Schleppenhach Date: 13-May-2026
John Schleppenhach (May 13, 2026 11:01:44 CDT)

Payment of: \$ 13,255.50 (Line 8 or other amount)

is recommended by: Paula Pogge 13-May-2026
Paula Pogge (May 13, 2026 11:03:40 CDT) (Engineer) (Date)

Payment of: \$ 13,255.50 (Line 8 or other amount)

is approved by: _____ (Owner) (Date)

City Account Numbers	Amount
1)	
2)	
3)	
4)	
5)	

OWNER'S PROJECT NUMBER: 240604 Culvert Wingwalls
 PERIODIC PAY ESTIMATE NUMBER: 1
 APPLICATION PERIOD ENDING: May 13, 2026
 APPLICATION DATE: May 13, 2026
 PERCENT COMPLETE: 100.00

PERIODIC PAY ESTIMATE FOR:
 Valley Corps,
 Box Culvert Repair Project

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)
Item No	Description	CURRENT CONTRACT				TOTAL THIS PERIOD		PREVIOUS TOTAL		TOTAL TO DATE			Fund/Acct
		Quantity	Units	Unit Cost	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	%	
10	INSTALL SILT FENCE	20	LF	5.1	\$102.00	0		20	\$102.00	20.00	\$102.00	100.00	
20	INSTALL WATTLE	20	LF	5.1	\$102.00	0		20	\$102.00	20.00	\$102.00	100.00	
30	REMOVE FENCE	16	LF	5	\$80.00	0		21	\$105.00	21.00	\$105.00	131.25	
40	CONSTRUCT AGGREGATE SURFACE COURSE	1	TON	120	\$120.00	0		1	\$120.00	1.00	\$120.00	100.00	
50	CONSTRUCT 42" CHAIN LINK FENCE	16	LF	112.5	\$1,800.00	0		21	\$2,362.50	21.00	\$2,362.50	131.25	
60	CONSTRUCT TEMPORARY SAFETY FENCE	30	LF	30	\$900.00	0		10.417	\$312.51	10.42	\$312.51	34.72	
70	PROVIDE TEMPORARY TRAFFIC CONTROL PER STREET SEGMENT	30	BARR-D	250	\$7,500.00	0		30	\$7,500.00	30.00	\$7,500.00	100.00	
80	RENTAL OF DUMP TRUCK	20	HR	100	\$2,000.00	0		20	\$2,000.00	20.00	\$2,000.00	100.00	
90	RENTAL OF SKID LOADER	20	HR	100	\$2,000.00	0		20	\$2,000.00	20.00	\$2,000.00	100.00	
100	RENTAL OF LOADER	20	HR	100	\$2,000.00	0		20	\$2,000.00	20.00	\$2,000.00	100.00	
110	MOBILIZATION/DEMOBILIZATION	1	LS	13255.02	\$13,255.02	0		1	\$13,255.02	1.00	\$13,255.02	100.00	
120	PREPARATION OF CULVERT	1	LS	6000	\$6,000.00	0		1	\$6,000.00	1.00	\$6,000.00	100.00	
130	EXCAVATION FOR BOX CULVERT	27	CY	122	\$3,294.00	0		27	\$3,294.00	27.00	\$3,294.00	100.00	
140	STEEL SHEET PILING	499	SF	181	\$90,319.00	0		499	\$90,319.00	499.00	\$90,319.00	100.00	
150	ROCK RIPRAP, TYPE A	11	TON	134.5	\$1,479.50	0		11	\$1,479.50	11.00	\$1,479.50	100.00	
160	RIPRAP FILTER FABRIC	50	SY	6	\$300.00	0		50	\$300.00	50.00	\$300.00	100.00	
170	REMOVE CONCRETE DITCH LINER	5	SY	44.7	\$223.50	0		5	\$223.50	5.00	\$223.50	100.00	
180	CONCRETE DITCH LINER	6	SY	180	\$1,080.00	0		6	\$1,080.00	6.00	\$1,080.00	100.00	
190	CORRECTION	0	LS	-0.01	\$0.00	0		1	(\$0.01)	1.00	(\$0.01)	100.00	
TOTALS					\$132,555.02		\$0.00		\$132,555.02		\$132,555.02	100.00	

Certificate of Substantial Completion

Project: BPW 240604 Culvert Wingwall Repair	Owner: City of Bellevue Public Works	Owner's Contract No.: BPW 240604
Contract: BPW 240604 Box Culvert Wingwall Reconstruct - Ft Crook Road & Cary Street		Date of Contract: 17 June 2025
Contractor: Valley Corporation		Engineer's Project No.: 702324

This [tentative] [definitive] Certificate of Substantial Completion applies to:



All Work under the Contract Documents:



The following specified portions:

Punch list work attached and needs completed for final payment

Calendar Day Contract extension - Paint Manufacturer installation ambient temperature requirements

May 7, 2026

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:



Amended Responsibilities



Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

Punch list report, Calendar day time limit extension change order.

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

Paula Pogge, HGM Associates
Paula Pogge, HGM Associates (May 7, 2026 13:56:24 EDT)
Executed by Engineer

May 7, 2026

Date

John Schleppenbach
John Schleppenbach (May 7, 2026 13:58:10 EDT)
Accepted by Contractor

May 7, 2026

Date

Accepted by Owner

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
6/2/2026

COUNCIL MEETING DATE: June 2, 2026		SUBMITTED BY: David Goedeken, PE - PW Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

BPW 260509 ST(04) - Reconstruction Projects - M146((379A) Capehart Rd 36th to Quail Dr - FHU Corridor Study

SYNOPSIS/BACKGROUND:

Felsburg Holt & Ullevig (FHU) will provide engineering services for the a Corridor Study along Capehart Rd from 36th to 48th Street in the amount of \$90,000.00.

FISCAL IMPACT:: \$90,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: FHU	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: BPW 260509 ST(04) - Reconstruction Projects - M146((379A) Capehart Rd 36th to Quail Dr - FHU Corridor Study		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: BPW 260509 ST(04) - Reconstruction Projects - M146((379A) Capehart Rd 36th to Quail Dr - FHU Corridor Study		
START DATE:	END DATE:	PAYMENT DATE:
CIP PROJECT NAME: Reconstruction Projects		INSURANCE REQUIRED:
CIP PROJECT NUMBER: ST26(04)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and FHU for Capehart Rd from 36th to 48th Corridor Traffic Study in the amount of \$90,000.00

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
David Goedeken
David Goedeken

May 21, 2026

RE: DESCRIPTION OF PROJECT AND SCOPE OF SERVICES AND FEE
Capehart Road Corridor Study – 48th Street to 36th Street

Mr. John Krager, PE
City of Bellevue / Public Works Dept
1510 Wall Street
Bellevue NE 68005

Dear Mr. Krager:

Thank you for the opportunity to submit this scope of services for engineering services for the proposed Capehart Road Corridor Study from 48th Street to 36th Street. The study aims to comprehensively assess traffic conditions and infrastructure, with the goal of improving overall transportation efficiency, safety, and sustainability. Through detailed data collection, analysis, and stakeholder engagement, the study seeks to identify current challenges and potential opportunities for enhancement. Key objectives include reducing congestion, improving traffic flow, and enhancing pedestrian and bicyclist safety.

Felsburg Holt & Ullevig (FHU) is submitting this agreement for professional engineering services based on our understanding of the needed improvements discussed. This letter agreement summarizes our understanding of the services requested, project schedule, and estimated engineering fees. The study area is shown in **Figure I** with the project limits in red and the study area intersections in yellow.



Figure I. Project Study Area Map

Scope of Services

FELSBURG HOLT & ULLEVIG TO PROVIDE THE FOLLOWING SERVICES:

Task 1 – Project Management & Administration

- a. *Project Management* – The FHU Project Manager will serve as point of contact, maintain project schedule and budget, be responsible for coordinating work, and provide regular progress reports with invoices.
- b. *Quality Assurance & Quality Control (QA/QC)* – FHU will follow defined quality assurance and quality control practices as set forth in our firm's policy.

Task 2 – Project Coordination & Meetings

- a. *Progress Meetings* – FHU will attend monthly progress/review meetings with City staff. Based on the project schedule, this will include three (3) meetings. These meetings will be made up of the following:
 - General Progress Meeting #1
 - General Progress Meeting #2
 - Draft Technical Report Progress Meeting
- b. *Stakeholder Meetings* – FHU will facilitate individual stakeholder meetings with Sarpy County and the City of Omaha to coordinate adjacent projects.

Assumptions:

- No Public Information Meetings are planned as part of this scope. If a public meeting is requested by the City, FHU will provide a fee estimate to prepare displays and handouts for the public meeting and attend the public meeting.
- If requested by the City, FHU can attend additional meetings to report on project progress and answer questions at our standard hourly rates.

Task 3 – Data Collection & Field Reviews/Observations

- a. *Traffic Counts* – Peak-hour traffic counts at the study intersections will be conducted/provided by FHU. Traffic counts will be conducted while Omaha and Bellevue Public Schools are in session. This information will be used as the base condition for our analysis. FHU will compile the count information for analysis. The study area intersections and count locations are as follows:
 - Capehart Road & 36th Street [signalized]
 - Capehart Road & 40th Street/Harrison Tull Drive [unsignalized]
 - Capehart Road & Quail Drive [unsignalized]
 - Capehart Road & 45th Street [unsignalized]
 - Capehart Road & 48th Street [signalized]
- b. *Field Reviews/Observations* – FHU will observe traffic operations and complete field notes for each study area intersection including lane configurations, traffic control, and speed limits.

Assumptions:

- City to provide existing signal timings and GIS information.
- Traffic data from recent traffic studies in the project area will be utilized to gather existing and future traffic information.
- The City will provide any recent traffic studies or information on potential developments within the study area.

Task 4 – Existing & Future Operational Analysis

- a. *Operational Analysis* – FHU will compare existing Average Daily Traffic (ADT) volumes with forecast ADT from MAPA's travel demand model. FHU will develop peak hour traffic projections (AM and PM) for forecast year 2050 based on the MPO's travel demand model. Operational analysis should consider intersection alternative evaluation as appropriate. FHU will develop a traffic operations model using Synchro/SimTraffic, traffic modeling software. SIDRA software will be used to evaluate proposed roundabout locations. A planning level roadway capacity analysis will be completed.

The study will analyze the following scenarios:

- Existing
- Future year, No-Build (2050 traffic volumes)
- Future year with proposed corridor geometric improvements (2050 traffic volumes)

The measures of effectiveness used to evaluate the operational effectiveness will include delay, Level-of-Service (LOS), and queue length at individual intersections. Traffic signal timing plans will be optimized within Synchro for future year scenarios. Any concepts which include roundabouts will be analyzed using SIDRA.

FHU will consider alternative intersection configurations to improve traffic operations and safety. FHU will evaluate the existing roadway section and make recommendations based upon the intersection evaluations and projected future daily traffic.

Task 5 – Safety Analysis

- a. *Crash Analysis* – FHU will compile the crash history from data provided by the Nebraska DOT for the study area intersections and roadway segments. A minimum of seven years of the most recently available data will be assessed to identify potential safety concerns along the study roadway. This analysis will identify high crash rate intersections and roadway segments. FHU will evaluate and consider crash patterns in the final recommendations for improvements along the corridor.

FHU will provide recommendations based on the data collected and findings to further inform and confirm the recommendations for intersection and roadway configurations/treatments.

Countermeasures and recommendations from MAPA's *Comprehensive Safety Action Plan, April 2025* will be reviewed and incorporated into the study.

Assumptions:

- FHU will use the relevant statewide crash rates and City of Omaha citywide averages for comparison.
- Collision diagrams will not be developed as part of this project.
- Crash Modification Factor (CMF) information will be utilized from the CMF Clearinghouse.

Task 6 – Access Control Review

- a. *Access Control Review* – FHU will complete an assessment of access points along the study area corridor. The review will evaluate existing access points, such as driveways, intersections, and medians, to determine their impact on traffic flow, safety, and overall efficiency. Key objectives include identifying potential access management strategies to improve traffic operations, reduce congestion, and enhance safety for all road users.

Task 7 – Multi-modal Review

- a. *Multi-modal Analysis* – FHU will review existing sidewalk connectivity, bicycle facilities, transit routes/stops, pedestrian signals, and push button locations. FHU will make recommendations to fill existing sidewalk gaps, connect existing and proposed bicycle routes, and improve transit operations as part of the conceptual plan. A trail is proposed along the south side of Capehart Road.

Task 8 – Concepts & Cost Estimates

- a. *Base Mapping* – FHU will utilize the City's existing aerial photography, GIS layers, and As-Built Plans (if available) to obtain the necessary topographic information to complete the conceptual design. No ground survey will be completed as part of this project.
- b. *Conceptual Plans* – FHU will prepare conceptual design plans for the proposed permanent roadway improvements to Capehart Road from east of 48th Street to west of 36th Street. Proposed concepts may include striping reconfiguration, pavement reconfigurations, signal improvement needs and intersection reconfigurations. Up to two concepts will be developed for the study area intersections. These will include a turn lane with signalization or a roundabout.

Plans will include the following:

- Typical Cross-Sections
- Conceptual Turn Lanes, Sidewalk Improvements, Curb Extensions, Parking Improvements, Driveway Impacts
- Conceptual Plan & Profile Sheets
- Conceptual Pavement Marking & Signing
- Conceptual Traffic Signal Improvements
- Conceptual ROW Impacts
- Intersection alternatives will also be considered at key locations identified during the study. Conceptual designs for turn lane improvement or alternative traffic controls such as roundabouts will be considered.

- c. *Cost Estimates* – FHU will prepare and submit Class 4 Opinions of Probable Construction Cost (OPCC) for all items related to the recommended roadway improvements. The Class 4 estimate will include assumptions, contingency, range of expected cost, and escalation for the anticipated construction year. The cost estimate will include estimates for roadway improvements, trail/sidewalk improvements, driveway impacts, signing and striping, traffic signal improvements, and right of way.

Assumptions

- The most current City of Omaha standard bid items and unit prices will be used.
- Cost estimates will be prepared in Microsoft Excel.
- Design deliverable packages and will conform to the City of Omaha Public Works Department Standards
- The plans will be developed in CADD format. Electronic files of the conceptual design plans will be submitted to the City of Omaha upon request.
- No survey is anticipated as part of this project.
- ROW will be based upon GIS information.

Task 9 – Technical Report & Deliverables

- a. *Report* – FHU will provide a technical report documenting the results of the data collection, field observation, and corridor study analysis elements. The technical report will include geometric improvement recommendations, multi-modal recommendations, prioritized project/phasing plan, and exhibits. The recommendations will include a prioritized list of proposed improvements with separate estimates of probable costs for each phase of the project.

FHU will develop recommendations based on the operational analysis, safety analysis, and multi-modal review. The recommendations may consider different intersection alternatives, bike facilities, and other improvements.

- b. *Deliverables* – At the request of the City, FHU will provide the following deliverables:
 - Turning Movement Count Data.
 - Meeting notes of all coordination meetings.
 - Draft and Final Technical Report (to be provided electronically in PDF format).
 - Synchro Traffic Model Files.
 - CADD Files

Proposed Schedule

Upon receipt of a signed agreement, FHU will begin working on this assignment. Upon receipt of notice to proceed, FHU will schedule a kick-off meeting which would be anticipated in June of 2026. This meeting may occur by video or conference call. The proposed project schedule for this project is shown below:

ACTIVITY	DAYS	CUMULATIVE TOTAL
City Council Approval	-	-
Anticipated Notice to Proceed	0	-
Data Collection (Traffic Counts) – Previously Completed	21	21
Field Observations (Corridor)		
Corridor Study Analysis (Existing Conditions)	47	68
General Progress Meeting #1	-	-
Corridor Study Analysis / Concept Development (Future Conditions)	60	128
General Progress Meeting #2	-	-
Report Development	30	158
Draft Corridor Study	-	-
Receive Review Comments from City	21	179
Draft Technical Report Meeting	-	-
Finalize and Submit Report	21	200
TOTAL	200	200

Fee Amount

We propose to conduct these services on a “time and materials” basis. Under such an agreement, we are compensated on an hourly basis for all labor and other direct costs, such as printing, which are reimbursed at a rate of 1.1 times actual cost.

Utilizing our 2026 Standard Rate Sheet (Exhibit B), we have estimated that the above scope could be completed for a maximum budget of **\$90,000.00**. A detailed fee estimate (Exhibit C) is attached. This amount will be established as a “not to exceed” limit beyond which no charges could be made without the City’s prior written approval.

We appreciate the opportunity to provide these services to the City of Bellevue and look forward to assisting you. If the scope of services and fee are acceptable, please have the appropriate official sign in the space provided below. By signing this agreement, the client acknowledges the attached Letter Agreement Standard Provisions. Please return a signed copy of this contract proposal for our files. If you have any questions, please contact Adam Denney at 402-210-4714 or email adam.denney@fhueng.com.

Sincerely,

FELSBURG HOLT & ULLEVIG


Adam Denney, PE, PTOE
Principal

Date: May 21, 2026

Accepted By _____

Title

Date

Attachments

EXHIBIT B - 2026 Standard Rates Sheet

EXHIBIT C - Detailed Fee Estimate

EXHIBIT D - FHU Letter Agreement Standard Provisions

O:\Marketing\Proposals\Letter Proposals\City of Bellevue\Capehart Road 48th to 36th Corridor Study\Capehart Road Corridor Study Proposal 2026.05.21.docx

2026 Rate Sheet

The following hourly billing rates apply to all “Time and Materials” contracts.

Staff Rates

Principal III	\$355	Designer IV/Project Technician IV	\$190
Principal II	\$325	Designer III/Project Technician III	\$150
Principal I	\$310	Designer II/Project Technician II	\$120
Associate	\$305	Designer I/Project Technician I	\$110
Sr. Adv. Mobility Engineer/Strategist	\$265	Construction Group Manager	\$235
Adv. Mobility Engineer/Strategist V	\$245	Sr. Construction Engineer	\$210
Adv. Mobility Engineer/Strategist IV	\$220	Construction Engineer V	\$180
Adv. Mobility Engineer/Strategist III	\$190	Construction Engineer IV	\$155
Adv. Mobility Engineer/Strategist II	\$145	Construction Engineer III	\$135
Adv. Mobility Engineer/Strategist I	\$130	Construction Engineer II	\$115
Sr. Transit Ops. Engineer/Strategist	\$265	Construction Engineer I	\$100
Transit Ops. Engineer/Strategist V	\$245	Project Admin	\$90
Transit Ops. Engineer/Strategist IV	\$220	Sr. Construction Technician	\$185
Transit Ops. Analyst/Engineer III	\$190	Construction Technician V	\$155
Transit Ops. Analyst/Engineer II	\$145	Construction Technician IV	\$135
Transit Ops. Analyst/Engineer I	\$130	Construction Technician III	\$110
Sr. Engineer	\$245	Construction Technician II	\$95
Engineer V	\$235	Construction Technician I	\$80
Engineer IV	\$210	Community Engagement Manager	\$170
Engineer III	\$180	Community Engagement Specialist	\$115
Engineer II	\$140	Graphic Design Manager	\$185
Engineer I	\$125	Graphic Design Specialist V	\$180
Sr. Env. Scientist	\$245	Graphic Design Specialist IV	\$170
Env. Scientist V	\$230	Graphic Design Specialist III	\$145
Env. Scientist IV	\$205	Graphic Design Specialist II	\$130
Env. Scientist III	\$180	Graphic Design Specialist I	\$110
Env. Scientist II	\$140	Intern II	\$95
Env. Scientist I	\$125	Intern I	\$80
Sr. Trans. Planner	\$245	Marketing Manager	\$185
Trans. Planner V	\$230	Marketing Specialist	\$135
Trans. Planner IV	\$205	Sr. Administrative Assistant	\$170
Trans. Planner III	\$180	Administrative/Accountant	\$110
Trans. Planner II	\$140		
Trans. Planner I	\$125		
GIS Manager	\$195		
GIS Specialist IV	\$180		
GIS Specialist III	\$150		
GIS Specialist II	\$135		
GIS Specialist I	\$125		
Lead ITS Specialist	\$220		
CADD Manager/Lead Designer	\$235		
Sr. Designer/Project Technician	\$220		
Designer V/Project Technician V	\$205		

Other Direct Costs

Bond Plots	\$0.31/sq ft
Black and White Prints	\$0.12/print
Color Prints	\$0.19/print
Bond Foam Core Mounted	\$1.51/sq ft
Mileage	\$0.725/Mile
	(or current allowable Federal rate)
Truck (Construction)	\$50.00/day
Parking, Lodging/Airfare, Courier/Postage, Per Diem, Subconsultants/Vendors	Actual Costs

**Capehart Road Corridor Study – 48th Street to 36th Street
Bellevue, NE**

Estimated Fee Amount



EXHIBIT C

TASKS	Work Hours By Task								Total
	PR I	PM	Sr. Des	Engr. IV	Engr. II	Engr. I	Graphics	Admin.	
Task 1 - Project Management & Administration									
a Project Management		14	6						20
b QA/QC	4	4							8
Task 2 - Project Coordination & Meetings									
a Progress Meetings (3)	2	9			6				17
b Stakeholder Meetings (2)	4	4							8
Task 3 - Data Collection & Field Reviews/Observations									
a Traffic Counts					6				6
b Field Reviews/Observations	4	2			4	4			14
Task 4 - Existing & Future Operational Analysis									
a Operational Analysis		4			40	20			64
Task 5 - Safety Analysis									
a Crash Analysis				8	4	8			20
Task 6 - Access Control Review									
a Access Control Review		4	8	8					20
Task 7 - Multi-modal Review									
a Multi-modal Analysis		2		4	8	4			18
Task 8 - Concepts and Cost Estimates									
a Base Mapping			4	4	2				10
b Conceptual Plans	2		40	60	16				118
c Cost Estimates	2		8	8	4				22
Task 9 - Technical Report & Deliverables									
a Report	4	4	2		40		16	4	70
b Deliverables	4	4			4				12
TOTAL HOURS	26	51	68	92	134	36	16	4	427
Billing Rate	\$325.00	\$305.00	\$220.00	\$210.00	\$140.00	\$125.00	\$180.00	\$110.00	
TOTAL FEE	\$8,450	\$15,555	\$14,960	\$19,320	\$18,760	\$4,500	\$2,880	\$440	\$84,865

DIRECT PROJECT EXPENSES

ITEM	QUANTITY	UNIT PRICE	TOTAL
Printing	270	Sheets \$0.19	\$51
Mileage	120	Miles \$0.70	\$84
Traffic Counts	5	Lump Sum \$1,000.00	\$5,000
TOTAL DIRECT PROJECT EXPENSES			\$5,135

MAXIMUM AMOUNT PAYABLE

\$90,000

Letter Agreement Standard Provisions

Upon execution of the Letter Agreement or Letter Proposal, the Client thereby agrees to the terms of these Standard Provisions.

A. Services by Consultant

Consultant agrees to perform all services hereunder, using reasonable skill and judgment in accordance with applicable professional standards. Consultant agrees to keep Client informed on its progress through periodic reports, and to maintain accurate records relating to its services for this Project.

Consultant agrees to provide, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of Client, the Basic Services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement for the Project.

B. Responsibilities of Client

Client shall provide and make available to Consultant for its use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the Consultant will remain the property of Client and will be returned upon completion of services.

Client shall make provisions for Consultant to enter upon public and private properties as required for Consultant to perform its services hereunder.

C. Extra Work

Client may desire to have Consultant perform work or render services other than those provided in the Scope of Work. This will be Extra Work. Consultant shall not proceed with Extra Work, until so authorized by Client. Payment for all work under this Agreement will be on an hourly basis plus

expenses in accordance with the attached Rate Schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. Time of Beginning and Completion

Execution of the Letter Proposal is authorization by Client for Consultant to proceed with the Work. The original Time of Completion is as noted in the Letter Agreement.

E. Payment

Unless otherwise provided herein, Consultant shall submit monthly invoices for the Work, Extra Work or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month. If any portion of, or an entire account remains unpaid 90 days after billing, Client shall pay all costs of collection, including reasonable attorney's fees.

F. Delays

If Consultant is delayed at any time in the progress of work by any act or neglect of Client or its agents, employees, or contractors, or by changes in the work, or by extended review by the Client, fire, unavoidable casualties, or by any causes beyond the Consultant's control, the time schedule will be extended for a reasonable length of time, and Consultant's compensation may be subject to

Letter Agreement Standard Provisions

Upon execution of the Letter Agreement or Letter Proposal, the Client thereby agrees to the terms of these Standard Provisions.

renegotiation for increased costs due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

G. Ownership of Documents

All drawings, specifications, reports, records, and other work products developed by Consultant associated with this Project are instruments of service for this Project only and will remain the property of the Consultant whether the Project is completed or not. Consultant shall furnish originals or copies of such work product to Client in accordance with the services required hereunder. Reuse of any of the work product of Consultant by Client on an extension of this Project or on any other Project without the written permission of Consultant will be at the Client's risk and the Client agrees to defend, indemnify, and hold harmless Consultant from all claims, damages, and expenses, including reasonable attorney's fees, arising out of such unauthorized reuse by Client or by others acting through Client. Any reuse or adaptation of Consultant's work product will entitle Consultant to equitable compensation.

H. Insurance

During the services, Consultant shall maintain Workmen's Compensation and Occupational Disease Insurance in accordance with applicable laws and statutory limits; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate; and Professional Liability Insurance as detailed in Section P below. Upon request, Consultant shall provide certificates

of insurance to the Client indicating compliance with this paragraph.

I. Termination

Either Client or Consultant may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. Client shall within sixty (60) calendar days of termination pay the Consultant for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. Disputes

Any claim, dispute, or other matter in question between Client and Consultant, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between Client's representative and Consultant's Principal-in-Charge for the Project. Client and Consultant each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution, executive management representatives for Client and Consultant shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, Client and Consultant agree that all such unresolved disputes will be submitted to nonbinding mediation, then arbitration or litigation. Pending final resolution of the dispute, Consultant shall proceed diligently with the performance of Basic Services as described in Article

Letter Agreement Standard Provisions

Upon execution of the Letter Agreement or Letter Proposal, the Client thereby agrees to the terms of these Standard Provisions.

A, as directed by Client and Client shall continue to pay the undisputed payments due to Consultant for such services in accordance with the Payment provisions of this Agreement.

K. Governing Law

Unless otherwise agreed in writing, this Agreement and the interpretation thereof will be governed by the law in the state the Project site is located, without regard to the principles of conflict law. Any filing of case, suit, or action related to this Agreement will be brought in such state.

L. Successors and Assigns

Client and Consultant each bind itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. Extent of Agreement

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein will be deemed to create any contractual relationship between Consultant and any other consulting business, or contractor, on the Project, nor obligate it to furnish any notices required under other such contracts, nor will anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. Notices

All notices and instructions given by either party to the other shall be in writing. Either party hereto will have the right to change its contact address by giving the other party written notice thereof.

O. Accuracy of Services

Consultant shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by Consultant, an error or omission is discovered within a reasonable time, Consultant shall be responsible for correction of any work which must be removed or altered to meet the Project requirements, provided Consultant is given a reasonable opportunity to make remedial recommendations and to correct the work itself.

In providing opinions of probable construction cost, Client understands that Consultant has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on Consultant's qualifications and experience. Consultant makes no warrant, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

P. Indemnification and Limitation of Liability

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold Client harmless from any damage, liability, or cost (including any reasonable



Letter Agreement Standard Provisions

Upon execution of the Letter Agreement or Letter Proposal, the Client thereby agrees to the terms of these Standard Provisions.

attorney's fees) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of any subconsultants or anyone for whom Consultant is legally liable.

Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by Client's negligent acts, errors, or omissions and those contractors, subcontractors or consultants or anyone for whom Client is legally liable and arising from the Project that is the subject of this Agreement.

To the maximum extent permitted by law, Client agrees to limit Consultant's professional liability for Client's damages to the sum of \$250,000. This limitation will apply regardless of the cause of action or legal theory pled or asserted. Client specifically agrees that it has had the opportunity to negotiate this Limitation of Professional Liability clause and to accept or reject its inclusion herein.

Q. Compensation

The total compensation payable to Consultant under this Agreement, including fees, expenses, and miscellaneous expenditures, is as stated in the signed Letter Proposal or Letter Agreement for the Project and will not increase over the term of this Agreement for any reason without prior written approval of Client. However, the applicable standard billing rates under this Agreement may be adjusted by Consultant on an annual basis at the end of each calendar year.

R. Compliance With Laws – Accessibility

Consultant shall comply with all applicable federal, state, and local laws, codes, and regulations required as applicable to the services hereunder. Only as stipulated in the scope of services, Client acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA), Section 508 of the Rehabilitation Act of 1973, and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, as they apply to the Project, and only as stipulated in the scope of services. Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project, and Consultant shall, accordingly, not have any liability to the Client in connection with same.

S. Artificial Intelligence

Client understands and agrees that artificial intelligence (AI) may be used on the project. The parties agree that any AI-generated output produced under this Agreement shall be owned by the Consultant and may be used for the purposes outlined herein.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
6/2/2026

COUNCIL MEETING DATE: June 2, 2026		SUBMITTED BY: David Goedecken	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

CIP26 WW26(1) - Project Proposal for OPPD to provide and install new 150 kVA pad mount transformer and primary cable to provide service for the Quail Creek Lift Station

SYNOPSIS/BACKGROUND:

On February 3, 2026 the City authorized Heimes Corp to construct and install a replacement lift station and force main for the 4429 Amos Gates Dr. The replacement lift station will require a new pad mount transformer to supply primary utility power. OPPD has agreed to install the required power supply for a total of \$42,060.00

FISCAL IMPACT: \$42,060.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: OPPD	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: Project Proposal between OPPD and City of Bellevue for Quail Creek Lift Station		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
CIP PROJECT NAME: CIP 26- WW 26(1)		CIP PROJECT NAME: QUAIL CREEK LIFT STATION
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approved and authorize the Mayor to execute the project proposal from OPPD in the amount of \$42,060.00

ATTACHMENTS:

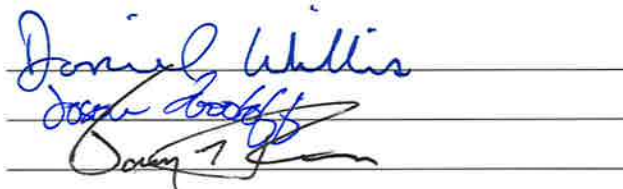
1. Project Proposal	2.	3.
4. Meter Specification	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





Project Proposal and Waiver

CIS+ Acct. No.:
Service Request:
Date:
Tax I.D. :

AM: Klusaw
Design:
ESD Phone: 531.226.3781
W. O. : 3231705

Capital W.O. ☒	Maint W.O. ☐	Job Order ☐	3 Year Refund ☐
--	-------------------------------------	------------------------------------	--

Customer:

Work Location:

City of Bellevue
epiphany.ramos@bellevue.net
c/o Epiphany Ramos
Phone: 402.293.3135

4431 Crestview Dr,
Bellevue, NE 68123

Quail Creek Lift Pump

Description of Work:

OPPD to install new 150 kVA padmount transformer and primary cable per associated meter specification

OPPD Responsibilities:

Install source high-voltage cable from existing padmount switch and connect to new installed padmount transformer with metering installed/attached AEOT.

Customer Responsibilities:

- 1) Waiver signature and submittal is required prior to work scheduling.
- 2) Notify OPPD representative if project is cancelled.
- 3) Payment (if applicable) is required prior to scheduling work.
- 4) Work that is required outside normal business hours may have additional overtime charges.

Install customer service cables to main service main and acquired electrical inspection permit.

**Customer Need
Date:**

July 2026

Charge*: \$42,060

Owner or Owner Representative: _____

Date: _____

Please review this document carefully. If there are any discrepancies, questions or concerns, please contact your OPPD representative prior to the installation or modification of your electric service. This

proposal is valid for 30 days. If the proposal is extended beyond 30 days, then additional charges may be required.

Facilities Waiver

Customers requesting OPPD to provide services that include installing underground equipment, cable and /or poles on customer-owned property are responsible for locating and identifying the location of items that are normally not locatable under the Nebraska One-Call Notification System Act. This includes but is not limited to items described in the following waiver. The waiver must be signed by either the owner or their representative and submitted to your OPPD representative prior to work order scheduling.

In consideration of the agreement of Omaha Public Power District to place electrical service facilities on my property at my request, and understanding that underground objects can be encountered during excavation and installation of these facilities despite the exercise of reasonable care, the undersigned owner hereby voluntarily and knowingly releases and discharges forever the Omaha Public Power District and its directors, officers, and employees, from any and all claims or liabilities (other than those resulting from intentional acts) arising from or related to damage to underground objects not properly located and identified by the customer, including but not limited to tree roots, sprinkler systems, piping, invisible fence lines, and other underground facilities, and ordinary impacts to sod/grass and landscaping resulting from or incurred during installation of electrical service facilities on this property. The individual signing this waiver agrees that he/she either is the Owner of the subject property or has been authorized by the Owner to execute this document on the Owner's behalf. If the subject property is owned by more than one person or entity, this waiver shall be binding if it is signed by one Owner or by a representative on behalf of one of the Owners.

Owner or Owner Representative (print name)

Owner or Owner Representative (signature) _____

Signature date: _____

***Please indicate the Name and Address the 3 Year Refund should be sent to:**

Name _____

Address _____

***Please remit payment (if applicable) and a signed copy of this proposal / waiver to:**

OPPD Account Manager: Brittany Klusaw at baklusaw@oppd.com

THANK YOU!



Omaha Public Power District

Service and Metering Specifications

Instructions to the Customer

These specifications supplement the General Wiring and Metering Specifications Manual. Wiring and metering must conform to the requirements of this manual. Those responsible for the wiring should be familiar with these requirements before proceeding with the work. Updated versions of the manual are available on OPPD's website at <http://www.oppd.com/business/contractors-reference-library/meter-specification-manual/>.

To contact the OPPD Metering Services Department, in Omaha call 531-226-5969. Outside the Omaha area call your local District office.

Name	City of Bellevue
Address	4431 Crestview Dr, Bellevue, NE 68123
Customer Representative	Brittany Klusaw
Telephone Number	(531) 226-3781
Service Request Number	

Service Information City of Bellevue

Load Group	Voltage	Phase	Wire	Meter Number	Demand	Demand Unit
A	277/480	3	4		150	kVA

Metering Equipment Install

Load Group	Quantity	Description	CT or PT
A	1	M471D	
A	3	158072ICT	CT
A	3	0322898IPT	PT

AEOT – All Equipment on Transformer – OPPD will install metering equipment in & on the padmount transformer - Metering Specification Manual Drawing 8.08.8

3-Phase Padmount Transformer Metering Specification Manual Page 4.06.15

The customer is to furnish and install a transformer slab, as detailed in drawing 8.08.4 of the OPPD General Wiring and Metering Specifications Manual, and the necessary primary conduits, service conduits, and service conductors. The transformer must be

accessible at all times to OPPD heavy vehicles. The customer must provide an all-weather drive from the nearest surfaced driving area to the transformer location. **The drive must be within 15 feet of the transformer location.**

Clearance around the transformer must be maintained. This area shall be a minimum of four feet on the back and sides and ten feet in the front (door side). It is the customer's responsibility to install adequate protection for the transformer against damage by vehicles. See OPPD General Wiring and Metering Specification Manual drawing 8.08.8 for the recommended protection layout.

The customer is to furnish and install 1-4-inch PVC schedule 40 conduit for OPPD primary cables, in a straight line, 42 inches below grade between the transformer and switch 3287. All bends installed by the customer must be PVC schedule 40 conduit with a 36-inch radius.

Contractor installed duct should be installed to staked location within 10' of switch. The contractor is responsible for installing a pull line in the customer installed conduit and capping each conduit end. Where applicable, locations of conduit ends will be marked above grade. **For Safety Purposes, OPPD is responsible for installing a pull line in customer installed conduit when coupling on to duct from an energized switch.** If in doubt, please confer with your engineer or electrical service designer.

Contractor installed duct should be coupled on to existing OPPD installed sweep at switch. The sweep location must be confirmed with OPPD representative prior to duct installation. The customer is responsible for installing a pull line in the customer installed conduit and capping each conduit end. Where applicable, locations of conduit ends will be marked above grade. **For Safety Purposes, OPPD is responsible for installing a pull line in customer installed conduit when coupling on to duct from an energized switch.** If in doubt, please confer with your engineer or electrical service designer.

The customer's service conductors will be no larger than 750 kcmil and long enough to reach 6 feet above the transformer slab for connections to the transformer secondary bushings by OPPD. No more than 4 conductors in each conduit. For safety reasons, secondary conductor should not be pulled in prior to the transformer being set. If the secondaries are installed prior to the transformer being set, OPPD reserves the right to reschedule transformer installation until the issue is corrected.

- Three-phase padmount transformer (up to 500 kVA maximum) a maximum of 6 sets of secondary are allowed.

All service conduits must terminate within the secondary area in the transformer slab. Single phase load should be balanced across all three phases.

For 4 - wire, 277/480 volt service, customer must run a grounded conductor(s) with service cables per NEC 250-24C. Conductor(s) size is to be per NEC table 250-102(C)(1), or if no 277 volt load exists, per NEC table 250-66. In either case, the

conductor(s) is to be identified as a neutral(s) with minimum size to be one # 2 AWG copper.

The fault current with a 150 kVA transformer is approximately 13,900 amps.

A \$200 fee will be charged for opening transformers for measuring secondary lengths.

Please Brittany Klusaw (531.226.3781) for slab inspection at least **24 hours in advance** of pouring concrete.

Michael Bray

(402) 380-3542

5/5/2026



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
6/2/2026

COUNCIL MEETING DATE: June 2, 2026		SUBMITTED BY: David Goedecken, PE - PW Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

BPW 240603 WW26(6) Interceptor Sewer and SCWWA Connection to Structure C - Acquisition of Temporary and Permanent Easements.

SYNOPSIS/BACKGROUND:

HDR has provided documentation for the acquisition of temporary and permanent easements and cost breakdown for TRACT 3 - KTC, LLC in the amount of \$34,241.00. This is for the Interceptor Sewer and SCWWA Connection to Structure C project that will extend sanitary sewer and provide a lift station to service the Bellevue Bay Water Park and Prairie Hills projects. The complete documentation for TRACT 3 is available upon request.

FISCAL IMPACT: \$34,241.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY: NO	INTERLOCAL AGREEMENT: NO	
CONTRACT DESCRIPTION: BPW 240603 WW26(5) Interceptor Sewer and SCCWWA Connection to Structure C			
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:	
PROJECT NAME: WW26(5) Interceptor Sewer and SCCWWA Connection to Structure C			
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED:
CIP PROJECT NAME: SCCWA SB-11 Basin Build out (Ent Dist)		CIP PROJECT NUMBER: WW26(5)	
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 7000		ACCOUNT NUMBER: 10-20-7000	

RECOMMENDATION:

City Council review and recommend the Mayor to approve and sign the acquisition of Temporary and Permanent easements for the TRACTS 3 - KTC for the WW26(6) Interceptor Sewer and SCCWWA Connection to Structure C project in the amount of \$34,241.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



*REVISED 1/2024

CITY OF BELLEVUE, NEBRASKA

ACQUISITION CONTRACT

Copies to:

- 1.
- 2.

Project No.: 24-2864

Project Name: Prairie Hills Interceptor Sewer

Tract No.: 03

THIS CONTRACT, made and entered into this 12 day of May, 2026 by and between, **KTC, LLC, a Nebraska limited liability company**, hereinafter called the OWNER, and **THE CITY OF BELLEVUE, NEBRASKA**, hereinafter called the CITY.

PERMANENT EASEMENT

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

Property Description:

*Tax lot 11 in Section 23, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska,
Being all of the following tax lots 1A, 1B, 3 and the South half of the Southeast Quarter.
PID #011040572*

Permanent Easement Legal Description:

SEE ATTACHED EXHIBIT

TEMPORARY EASEMENT

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

Property Description:

*Tax lot 11 in Section 23, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska,
Being all of the following tax lots 1A, 1B, 3 and the South half of the Southeast Quarter.
PID #011040572*

Temporary Easement Legal Description:

SEE ATTACHED EXHIBIT

Project No.: 24-2864
Project Name: Prairie Hills Interceptor Sewer
Tract No.: 03

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

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

Permanent Easement – 17,461 Sq. Ft.	\$8,731.00
Temporary Easements – 13,992 Sq. Ft.	\$3,498.00
Administrative Settlement	\$22,012.00
TOTAL (rounded)	\$34,250.00

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

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

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

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

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

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

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

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

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

Duly executed this 12 day of MAY, A.D. 2026.

Grantor: KTC, LLC, a Nebraska limited liability company



By: Managing member

Acknowledgement

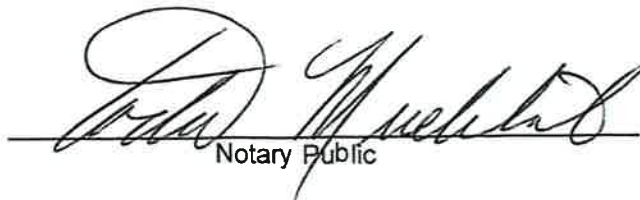
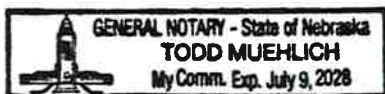
State of Nebraska

S.S.

County of Douglas

Before me, a Notary Public qualified for said county, personally came Tom Clark, Managing Member(s) of **KTC, LLC, a Nebraska limited liability company**, to me personally known to be the respective officer(s) of said Limited Liability Company and the identical person(s) whose name(s) is (are) affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officer(s) and the voluntary act and deed of said Limited Liability Company.

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


Notary Public

BUYER: THE CITY OF BELLEVUE, NEBRASKA

BY: _____

STATE OF _____)
COUNTY OF _____) SS

Dated this _____ day of _____, 20____, before me, a General Notary Public,
duly commissioned and qualified, personally came _____

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and
acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(S E A L)

NOTARY PUBLIC

EXHIBIT 1

Tract 3 - KTC, LLC
Acquisition Contract

PERMANENT EASEMENT LEGAL DESCRIPTION:

A PERMANENT EASEMENT LOCATED IN PART OF TAX LOT 11 OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 89°59'40" EAST FOR 2037.73 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE NORTH 00°00'20" EAST FOR 33.00 FEET; THENCE NORTH 59°12'40"W FOR 70.13 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF LAPLATTE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 59°12'40" WEST FOR 45.56 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00°09'19" EAST FOR 51.78 FEET; THENCE SOUTH 89°50'41" EAST FOR 47.00 FEET; THENCE NORTH 00°09'19" EAST FOR 90.06 FEET; THENCE NORTH 25°03'25" EAST FOR 409.91 FEET ALONG A LINE 110.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TAX LOT 11; THENCE NORTH 64°12'19" WEST FOR 110.01 FEET; THENCE NORTH 25°03'25" EAST FOR 20.00 FEET ALONG SAID WEST LINE; THENCE SOUTH 64°12'19" EAST FOR 130.01 FEET; THENCE SOUTH 25°03'25" WEST FOR 425.24 FEET ALONG A LINE 130.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TAX LOT 11; THENCE SOUTH 00°09'19" WEST FOR 85.65 FEET; THENCE SOUTH 89°50'41" EAST FOR 5.00 FEET; THENCE SOUTH 00°09'19" WEST FOR 75.00 FEET; THENCE NORTH 89°50'41" WEST FOR 32.80 FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 17,461 SQUARE FEET, MORE OR LESS.

CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): KTC, LLC

Parcel Pt. Tax Lot 11 23-13-13
Address: Bellevue, NE 68123
PID #011040572



PERMANENT EASEMENT: 17,461± S.F.

Project No. 240603

Project Name: Interceptor Sewer & SCCWWA Connection at Structure C

Tract No. 03 Date Prepared: 11/10/2025

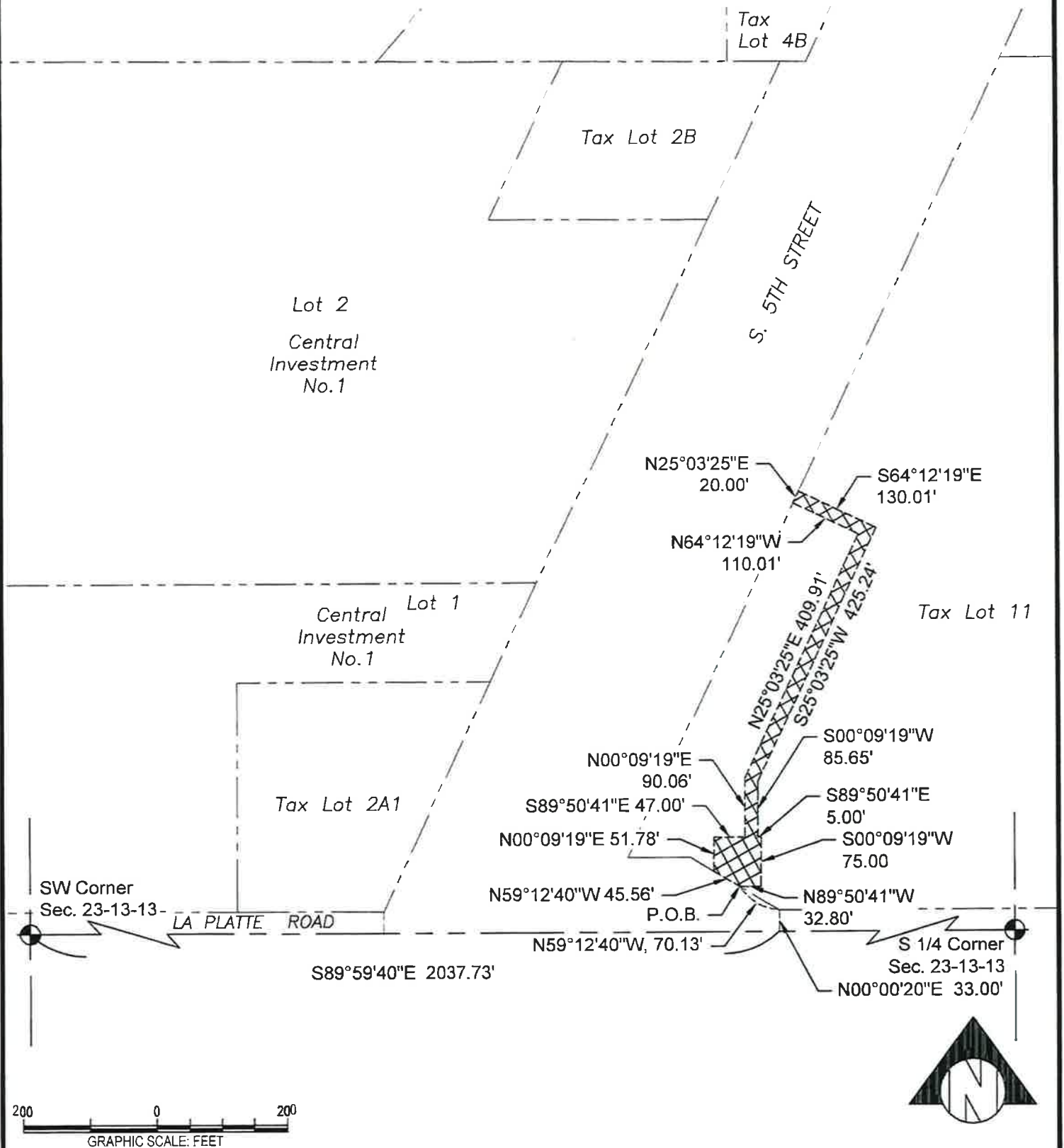
Revision
Date(s):

Page 1 of 2

EXHIBIT 1

PAGE 2 OF 2

Tract 3 - KTC, LLC
Acquisition Contract



CITY OF BELLEVUE



PERMANENT EASEMENT: 17,461± S.F.

TRACT NO.: 03

PROJECT NO.: 24-2864

PREPARE DATE: 11/10/25

REVISION DATE:

EXHIBIT 1

Tract 3 - KTC, LLC
Acquisition Contract

TEMPORARY EASEMENT LEGAL DESCRIPTION:

EASEMENT A

A TEMPORARY EASEMENT LOCATED IN PART OF TAX LOT 11 OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 89°59'40" EAST FOR 2037.73 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE NORTH 00°00'20" EAST FOR 33.00 FEET; THENCE NORTH 59°12'40"W FOR 115.69 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF LAPLATTE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 59°12'40" WEST FOR 11.62 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00°09'19" EAST FOR 55.86 FEET; THENCE SOUTH 89°50'41" EAST FOR 37.00 FEET; THENCE NORTH 00°09'19" EAST FOR 84.48 FEET; THENCE NORTH 25°03'25" EAST FOR 394.58 FEET ALONG A LINE 90.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TAX LOT 11; THENCE NORTH 64°12'19" WEST FOR 90.01 FEET; THENCE NORTH 25°03'25" EAST FOR 20.00 FEET ALONG SAID WEST LINE; THENCE SOUTH 64°12'19" EAST FOR 110.01 FEET; THENCE SOUTH 25°03'25" WEST FOR 409.91 FEET ALONG A LINE 110.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TAX LOT 11; THENCE SOUTH 00°09'19" WEST FOR 90.06 FEET; THENCE NORTH 89°50'41" WEST FOR 47.00 FEET; THENCE SOUTH 00°09'19" WEST FOR 51.78 FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 12,749 SQUARE FEET, MORE OR LESS.

EASEMENT B

A TEMPORARY EASEMENT LOCATED IN PART OF TAX LOT 11 OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 5TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 89°59'40" EAST FOR 2037.73 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE NORTH 00°00'20" EAST FOR 33.00 FEET; THENCE NORTH 59°12'40"W FOR 50.51 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF LAPLATTE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 59°12'40" WEST FOR 19.63 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 89°50'41" EAST FOR 32.80 FEET; THENCE NORTH 00°09'19" EAST FOR 75.00 FEET; THENCE NORTH 89°50'41" WEST FOR 5.00 FEET; THENCE NORTH 00°09'19" EAST FOR 10.00 FEET; THENCE SOUTH 89°50'41" EAST FOR 15.00 FEET; THENCE SOUTH 00°09'19" WEST FOR 95.00 FEET; THENCE NORTH 89°50'41" WEST FOR 25.91 FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 1,243 SQUARE FEET, MORE OR LESS.

THE COMBINED PARCELS CONTAIN 13,992 SQUARE FEET, MORE OR LESS.

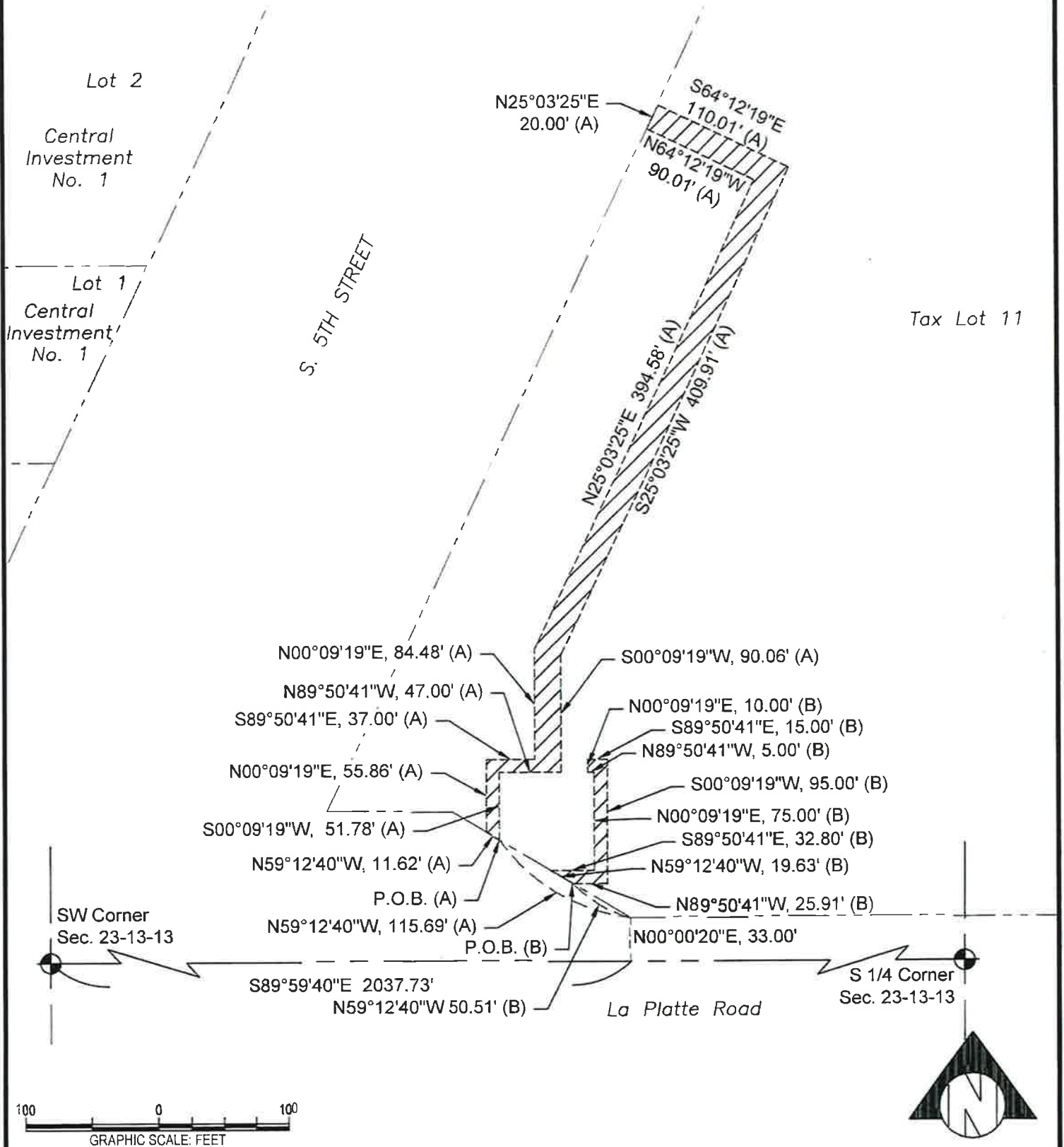
CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): KTC, LLC			TEMPORARY EASEMENT: 13,992± S.F.			
Parcel	Pt. Tax Lot 11 23-13-13		Project No. 240603			
Address:	Bellevue, NE 68123 PID #011040572	Project Name: Interceptor Sewer & SCCWWA Connection at Structure C				
Tract No.	03	Date Prepared:	11/10/2025	Revision Date(s):		Page 1 of 2

EXHIBIT 1

PAGE 2 OF 2

Tract 3 - KTC, LLC
Acquisition Contract



CITY OF BELLEVUE



TEMPORARY EASEMENT: 13,992± S.F.

TRACT NO.: 03

PROJECT NO.: 24-2864

PREPARE DATE: 11/10/25

REVISION DATE:

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

PERMANENT EASEMENT

PROJECT: Prairie Hills Interceptor Sewer – 24-2864 TRACT: 03

KNOW ALL MEN BY THESE PRESENTS:

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

SEE ATTACHED PERMANENT EASEMENT EXHIBIT

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

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

Duly executed this 12 day of MAY, 2026.

Grantor: KTC, LLC, a Nebraska limited liability company



By: Managing member

Acknowledgement

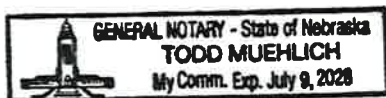
State of Nebraska

S.S.

County of Douglas

Before me, a Notary Public qualified for said county, personally came Tom Clark Managing Member(s) of KTC, LLC, a Nebraska limited liability company, to me personally known to be the respective officer(s) of said Limited Liability Company and the identical person(s) whose name(s) is (are) affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officer(s) and the voluntary act and deed of said Limited Liability Company.

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




Notary Public

BUYER: THE CITY OF BELLEVUE, NEBRASKA

BY: _____

STATE OF _____)
COUNTY OF _____) SS

Dated this _____ day of _____, 20____, before me, a General Notary Public,
duly commissioned and qualified, personally came _____

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and
acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(S E A L)

NOTARY PUBLIC

EXHIBIT 1

Tract 3 - KTC, LLC
Permanent Easement

PERMANENT EASEMENT LEGAL DESCRIPTION:

A PERMANENT EASEMENT LOCATED IN PART OF TAX LOT 11 OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 89°59'40" EAST FOR 2037.73 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE NORTH 00°00'20" EAST FOR 33.00 FEET; THENCE NORTH 59°12'40"W FOR 70.13 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF LAPLATTE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 59°12'40" WEST FOR 45.56 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00°09'19" EAST FOR 51.78 FEET; THENCE SOUTH 89°50'41" EAST FOR 47.00 FEET; THENCE NORTH 00°09'19" EAST FOR 90.06 FEET; THENCE NORTH 25°03'25" EAST FOR 409.91 FEET ALONG A LINE 110.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TAX LOT 11; THENCE NORTH 64°12'19" WEST FOR 110.01 FEET; THENCE NORTH 25°03'25" EAST FOR 20.00 FEET ALONG SAID WEST LINE; THENCE SOUTH 64°12'19" EAST FOR 130.01 FEET; THENCE SOUTH 25°03'25" WEST FOR 425.24 FEET ALONG A LINE 130.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TAX LOT 11; THENCE SOUTH 00°09'19" WEST FOR 85.65 FEET; THENCE SOUTH 89°50'41" EAST FOR 5.00 FEET; THENCE SOUTH 00°09'19" WEST FOR 75.00 FEET; THENCE NORTH 89°50'41" WEST FOR 32.80 FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 17,461 SQUARE FEET, MORE OR LESS.

CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): KTC, LLC

Parcel Pt. Tax Lot 11 23-13-13
Address: Bellevue, NE 68123
PID #011040572



PERMANENT EASEMENT: 17,461± S.F.

Project No. 240603

Project Name: Interceptor Sewer & SCCWWA Connection at Structure C

Tract No. 03 Date Prepared: 11/10/2025

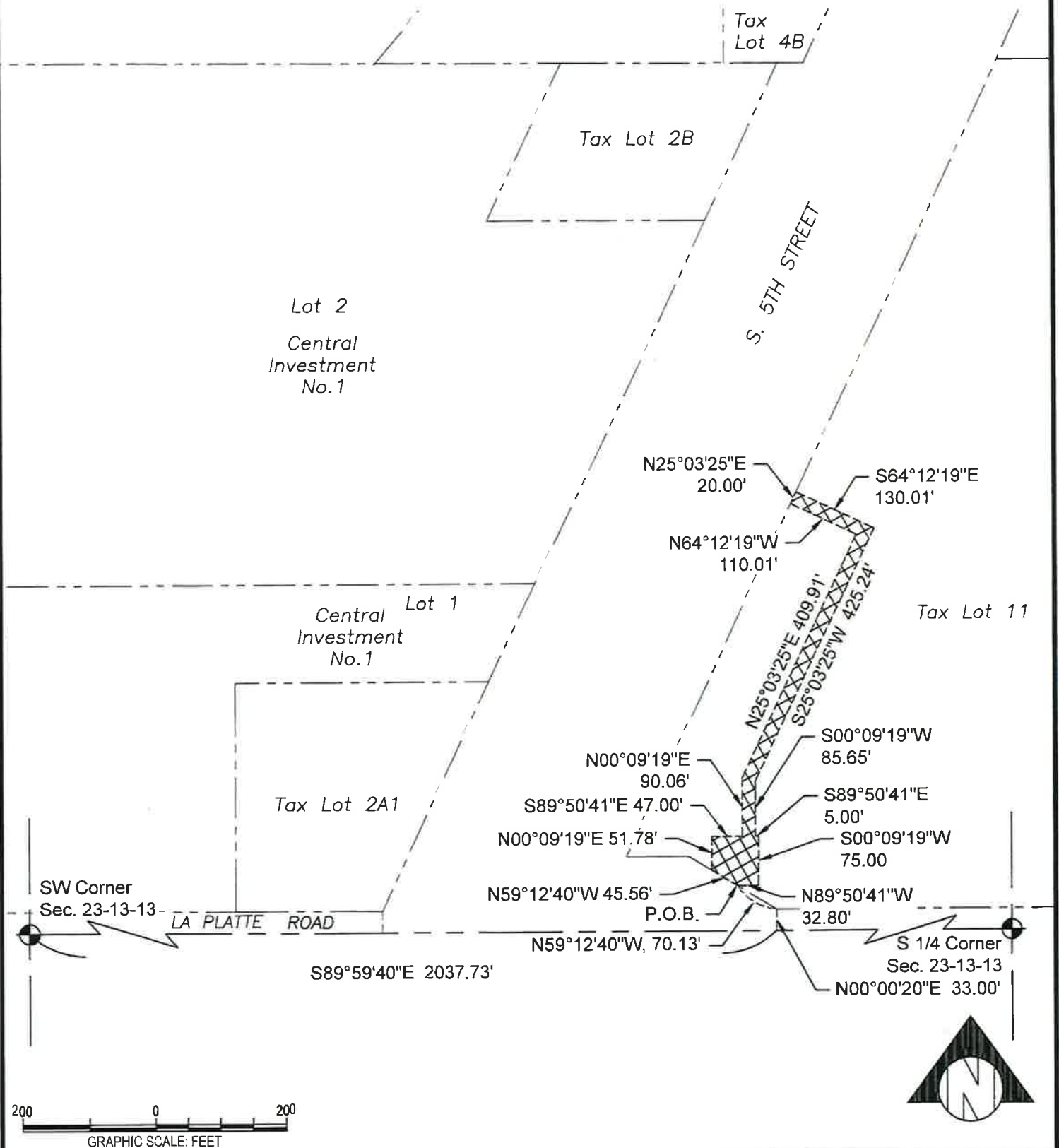
Revision
Date(s):

Page 1 of 2

EXHIBIT 1

PAGE 2 OF 2

Tract 3 - KTC, LLC
Permanent Easement



CITY OF BELLEVUE



PERMANENT EASEMENT: 17,461± S.F.

TRACT NO.: 03

PROJECT NO.: 24-2864

PREPARE DATE: 11/10/25

REVISION DATE:

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

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: Prairie Hills Interceptor Sewer – 24-2864 TRACT: 03

KNOW ALL MEN BY THESE PRESENTS:

THAT KTC, LLC, a Nebraska limited liability company, hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of ONE and NO/100 DOLLARS (\$1.00) and other valuable consideration in hand paid does hereby grant, and convey unto the CITY OF BELLEVUE, NEBRASKA, and to its successors and assigns the following described temporary construction easement for the purpose of **the construction of a new roadway, storm sewer improvements, drainage structures and/or drainage ways and appurtenances thereto**, situated in Sarpy County, and State of Nebraska, to-wit;

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

(the "Easement Area").

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

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

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across the Easement Area by GRANTOR, its successors and assigns without express approval of CITY.
- 2) That CITY will replace or rebuild any and all damage caused by CITY within or outside the Easement Area to materially the same condition that existed prior to such damage, normal wear and tear excepted. CITY shall cause any trench made on the Easement Area to be properly refilled and shall cause the premises to be left in a neat and orderly condition.

- 3) This temporary construction easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
- 4) That GRANTOR shall be solely responsible for payment of all real estate taxes and assessments, if any, on GRANTOR's property, including the Easement Area.
- 5) That said GRANTOR for GRANTOR and GRANTOR's heirs, executors, administrators, and assigns does or do represent and warrant to CITY and its assigns, that GRANTOR is well seized in fee of the above described property and that GRANTOR has the right to grant and convey this temporary construction easement in the manner and form aforesaid, and that GRANTOR will, and GRANTOR's heirs, executors, administrators, and assigns shall warrant and defend this temporary construction easement to CITY and its assigns against the lawful claims and demands of all persons. This temporary construction easement runs with the land.
- 6) That said temporary construction easement is granted upon the condition that CITY may remove or cause to be removed all presently existing improvements within the Easement Area, including but not limited to, crops, tiles, vines, trees within the Easement Area as necessary for construction.
- 7) That CITY reserves the absolute right to terminate this temporary construction easement at any time prior to the payment of the above stated consideration.
- 8) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings with respect to this temporary construction easement between the GRANTOR and the CITY or its agents other than the Acquisition Contract between GRANTOR and the CITY dated May 12, 2022 (the "Acquisition Contract"); and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein and in the Acquisition Contract (if applicable).
- 9) That COUNTY shall indemnify and hold harmless the GRANTOR, its successors and assigns, from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property, or any of the above, arising from the construction, maintenance, operation, repair or replacement of the Improvements, or the exercise of CITY's rights pursuant to this temporary construction easement by CITY or CITY's contractors, employees, agents or representatives, except to the extent caused by the negligence or willful misconduct of GRANTOR. Conversely, GRANTOR shall indemnify and hold harmless the COUNTY, its successors and assigns, from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property, or any of the above, arising from GRANTOR's use of the Easement Area, or the exercise of GRANTOR's rights pursuant to this temporary construction easement by GRANTOR or GRANTOR's contractors, employees, agents or representatives, except to the extent caused by the negligence or willful misconduct of CITY.
- 10) This easement shall be construed and enforced in accordance with the laws of the State of Nebraska.

- 11) If any term or condition of this easement, or the application of this easement to any person or circumstance, is deemed invalid or unenforceable, the remainder of this easement shall not be affected.
- 12) No delay or omission in exercising any right or power arising under this easement shall be construed a waiver of such right or power. A waiver of any obligation shall not be construed to be a waiver of any breach of any other terms and conditions of this easement.

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

Duly executed this 12 day of MAY, 2026.

Grantor: KTC, LLC, a Nebraska limited liability company



By: Managing member

Acknowledgement

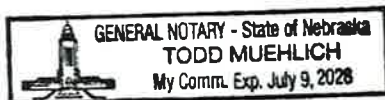
State of Nebraska

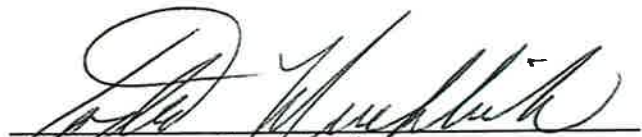
s.s.

County of Douglas

Before me, a Notary Public qualified for said county, personally came Tom Clark, Managing Member(s) of **KTC, LLC, a Nebraska limited liability company**, to me personally known to be the respective officer(s) of said Limited Liability Company and the identical person(s) whose name(s) is (are) affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officer(s) and the voluntary act and deed of said Limited Liability Company.

Witness my hand and notarial seal on this 12 day of May, 20 26




Notary Public

BUYER: THE CITY OF BELLEVUE, NEBRASKA

BY: _____

STATE OF _____)
COUNTY OF _____) SS

Dated this _____ day of _____, 20____, before me, a General Notary Public,
duly commissioned and qualified, personally came _____

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and
acknowledged the same to be a voluntary act and deed.

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

NOTARY PUBLIC

EXHIBIT 1

Tract 3 - KTC, LLC
Temporary Easement

TEMPORARY EASEMENT LEGAL DESCRIPTION:

EASEMENT A

A TEMPORARY EASEMENT LOCATED IN PART OF TAX LOT 11 OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 89°59'40" EAST FOR 2037.73 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE NORTH 00°00'20" EAST FOR 33.00 FEET; THENCE NORTH 59°12'40"W FOR 115.69 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF LAPLATTE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 59°12'40" WEST FOR 11.62 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00°09'19" EAST FOR 55.86 FEET; THENCE SOUTH 89°50'41" EAST FOR 37.00 FEET; THENCE NORTH 00°09'19" EAST FOR 84.48 FEET; THENCE NORTH 25°03'25" EAST FOR 394.58 FEET ALONG A LINE 90.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TAX LOT 11; THENCE NORTH 64°12'19" WEST FOR 90.01 FEET; THENCE NORTH 25°03'25" EAST FOR 20.00 FEET ALONG SAID WEST LINE; THENCE SOUTH 64°12'19" EAST FOR 110.01 FEET; THENCE SOUTH 25°03'25" WEST FOR 409.91 FEET ALONG A LINE 110.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TAX LOT 11; THENCE SOUTH 00°09'19" WEST FOR 90.06 FEET; THENCE NORTH 89°50'41" WEST FOR 47.00 FEET; THENCE SOUTH 00°09'19" WEST FOR 51.78 FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 12,749 SQUARE FEET, MORE OR LESS.

EASEMENT B

A TEMPORARY EASEMENT LOCATED IN PART OF TAX LOT 11 OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 5TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 89°59'40" EAST FOR 2037.73 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE NORTH 00°00'20" EAST FOR 33.00 FEET; THENCE NORTH 59°12'40"W FOR 50.51 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF LAPLATTE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 59°12'40" WEST FOR 19.63 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 89°50'41" EAST FOR 32.80 FEET; THENCE NORTH 00°09'19" EAST FOR 75.00 FEET; THENCE NORTH 89°50'41" WEST FOR 5.00 FEET; THENCE NORTH 00°09'19" EAST FOR 10.00 FEET; THENCE SOUTH 89°50'41" EAST FOR 15.00 FEET; THENCE SOUTH 00°09'19" WEST FOR 95.00 FEET; THENCE NORTH 89°50'41" WEST FOR 25.91 FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 1,243 SQUARE FEET, MORE OR LESS.

THE COMBINED PARCELS CONTAIN 13,992 SQUARE FEET, MORE OR LESS.

CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): KTC, LLC

Parcel Pt. Tax Lot 11 23-13-13
Address: Bellevue, NE 68123
PID #011040572



TEMPORARY EASEMENT: 13,992± S.F.

Project No. 240603

Project Name: Interceptor Sewer & SCCWWA Connection at Structure C

Tract No. 03

Date Prepared: 11/10/2025

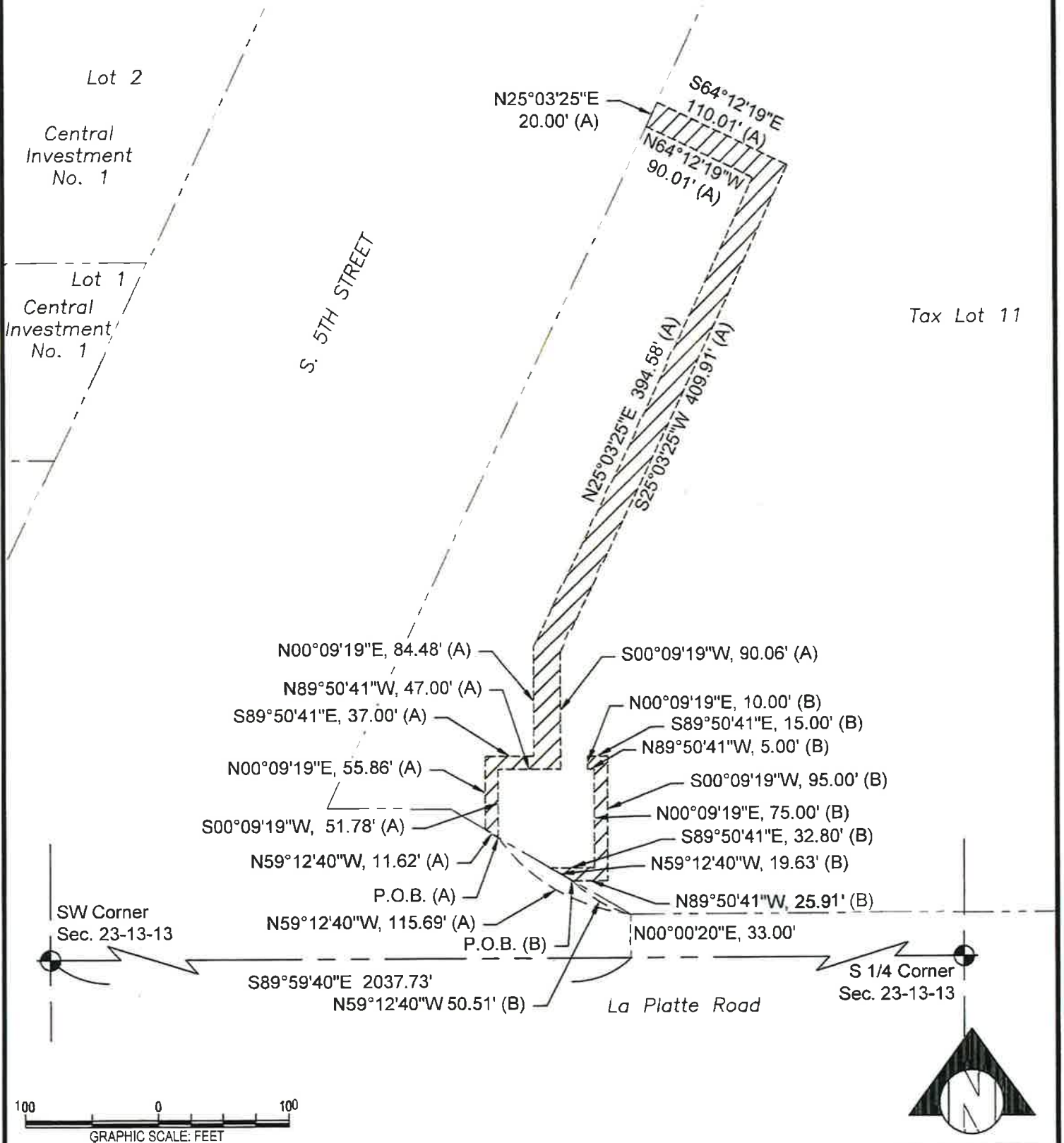
Revision
Date(s):

Page 1 of 2

EXHIBIT 1

PAGE 2 OF 2

Tract 3 - KTC, LLC
Temporary Easement



CITY OF BELLEVUE



TEMPORARY EASEMENT: 13,992± S.F.

TRACT NO.: 03

PROJECT NO.: 24-2864

PREPARE DATE: 11/10/25

REVISION DATE:

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

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: Prairie Hills Interceptor Sewer – 24-2864

TRACT: 03

KNOW ALL MEN BY THESE PRESENTS:

THAT **KTC, LLC, a Nebraska limited liability company**, hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of **ONE and NO/100 DOLLARS (\$1.00) and other valuable consideration** in hand paid does hereby grant, and convey unto the **CITY OF BELLEVUE, NEBRASKA**, and to its successors and assigns the following described temporary construction easement for the purpose of **the construction of a new roadway, storm sewer improvements, drainage structures and/or drainage ways and appurtenances thereto**, situated in Sarpy County, and State of Nebraska, to-wit;

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

(the "Easement Area").

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

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

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across the Easement Area by GRANTOR, its successors and assigns without express approval of CITY.
- 2) That CITY will replace or rebuild any and all damage caused by CITY within or outside the Easement Area to materially the same condition that existed prior to such damage, normal wear and tear excepted. CITY shall cause any trench made on the Easement Area to be properly refilled and shall cause the premises to be left in a neat and orderly condition.

- 3) This temporary construction easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
- 4) That GRANTOR shall be solely responsible for payment of all real estate taxes and assessments, if any, on GRANTOR's property, including the Easement Area.
- 5) That said GRANTOR for GRANTOR and GRANTOR's heirs, executors, administrators, and assigns does or do represent and warrant to CITY and its assigns, that GRANTOR is well seized in fee of the above described property and that GRANTOR has the right to grant and convey this temporary construction easement in the manner and form aforesaid, and that GRANTOR will, and GRANTOR's heirs, executors, administrators, and assigns shall warrant and defend this temporary construction easement to CITY and its assigns against the lawful claims and demands of all persons. This temporary construction easement runs with the land.
- 6) That said temporary construction easement is granted upon the condition that CITY may remove or cause to be removed all presently existing improvements within the Easement Area, including but not limited to, crops, tiles, vines, trees within the Easement Area as necessary for construction.
- 7) That CITY reserves the absolute right to terminate this temporary construction easement at any time prior to the payment of the above stated consideration.
- 8) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings with respect to this temporary construction easement between the GRANTOR and the CITY or its agents other than the Acquisition Contract between GRANTOR and the CITY dated May 12, 2022 (the "Acquisition Contract"); and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein and in the Acquisition Contract (if applicable).
- 9) That COUNTY shall indemnify and hold harmless the GRANTOR, its successors and assigns, from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property, or any of the above, arising from the construction, maintenance, operation, repair or replacement of the Improvements, or the exercise of CITY's rights pursuant to this temporary construction easement by CITY or CITY's contractors, employees, agents or representatives, except to the extent caused by the negligence or willful misconduct of GRANTOR. Conversely, GRANTOR shall indemnify and hold harmless the COUNTY, its successors and assigns, from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property, or any of the above, arising from GRANTOR's use of the Easement Area, or the exercise of GRANTOR's rights pursuant to this temporary construction easement by GRANTOR or GRANTOR's contractors, employees, agents or representatives, except to the extent caused by the negligence or willful misconduct of CITY.
- 10) This easement shall be construed and enforced in accordance with the laws of the State of Nebraska.

- 11) If any term or condition of this easement, or the application of this easement to any person or circumstance, is deemed invalid or unenforceable, the remainder of this easement shall not be affected.
- 12) No delay or omission in exercising any right or power arising under this easement shall be construed a waiver of such right or power. A waiver of any obligation shall not be construed to be a waiver of any breach of any other terms and conditions of this easement.

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

Duly executed this 12 day of MAY, 2026.

Grantor: KTC, LLC, a Nebraska limited liability company



By: Managing member

Acknowledgement

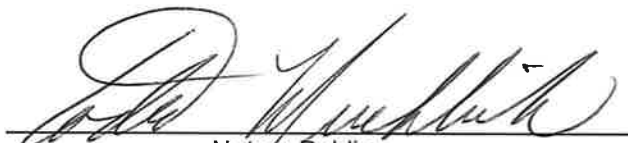
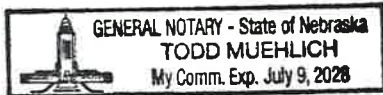
State of Nebraska

S.S.

County of Douglas

Before me, a Notary Public qualified for said county, personally came Tom Clark, Managing Member(s) of KTC, LLC, a Nebraska limited liability company, to me personally known to be the respective officer(s) of said Limited Liability Company and the identical person(s) whose name(s) is (are) affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officer(s) and the voluntary act and deed of said Limited Liability Company.

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


Notary Public

BUYER: THE CITY OF BELLEVUE, NEBRASKA

BY: _____

STATE OF _____)
COUNTY OF _____) SS

Dated this _____ day of _____, 20____, before me, a General Notary Public,
duly commissioned and qualified, personally came _____

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and
acknowledged the same to be a voluntary act and deed.

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

NOTARY PUBLIC

EXHIBIT 1

TEMPORARY EASEMENT LEGAL DESCRIPTION:

EASEMENT A

A TEMPORARY EASEMENT LOCATED IN PART OF TAX LOT 11 OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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EASEMENT B

A TEMPORARY EASEMENT LOCATED IN PART OF TAX LOT 11 OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 5TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 89°59'40" EAST FOR 2037.73 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE NORTH 00°00'20" EAST FOR 33.00 FEET; THENCE NORTH 59°12'40"W FOR 50.51 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF LAPLATTE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 59°12'40" WEST FOR 19.63 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 89°50'41" EAST FOR 32.80 FEET; THENCE NORTH 00°09'19" EAST FOR 75.00 FEET; THENCE NORTH 89°50'41" WEST FOR 5.00 FEET; THENCE NORTH 00°09'19" EAST FOR 10.00 FEET; THENCE SOUTH 89°50'41" EAST FOR 15.00 FEET; THENCE SOUTH 00°09'19" WEST FOR 95.00 FEET; THENCE NORTH 89°50'41" WEST FOR 25.91 FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 1,243 SQUARE FEET, MORE OR LESS.

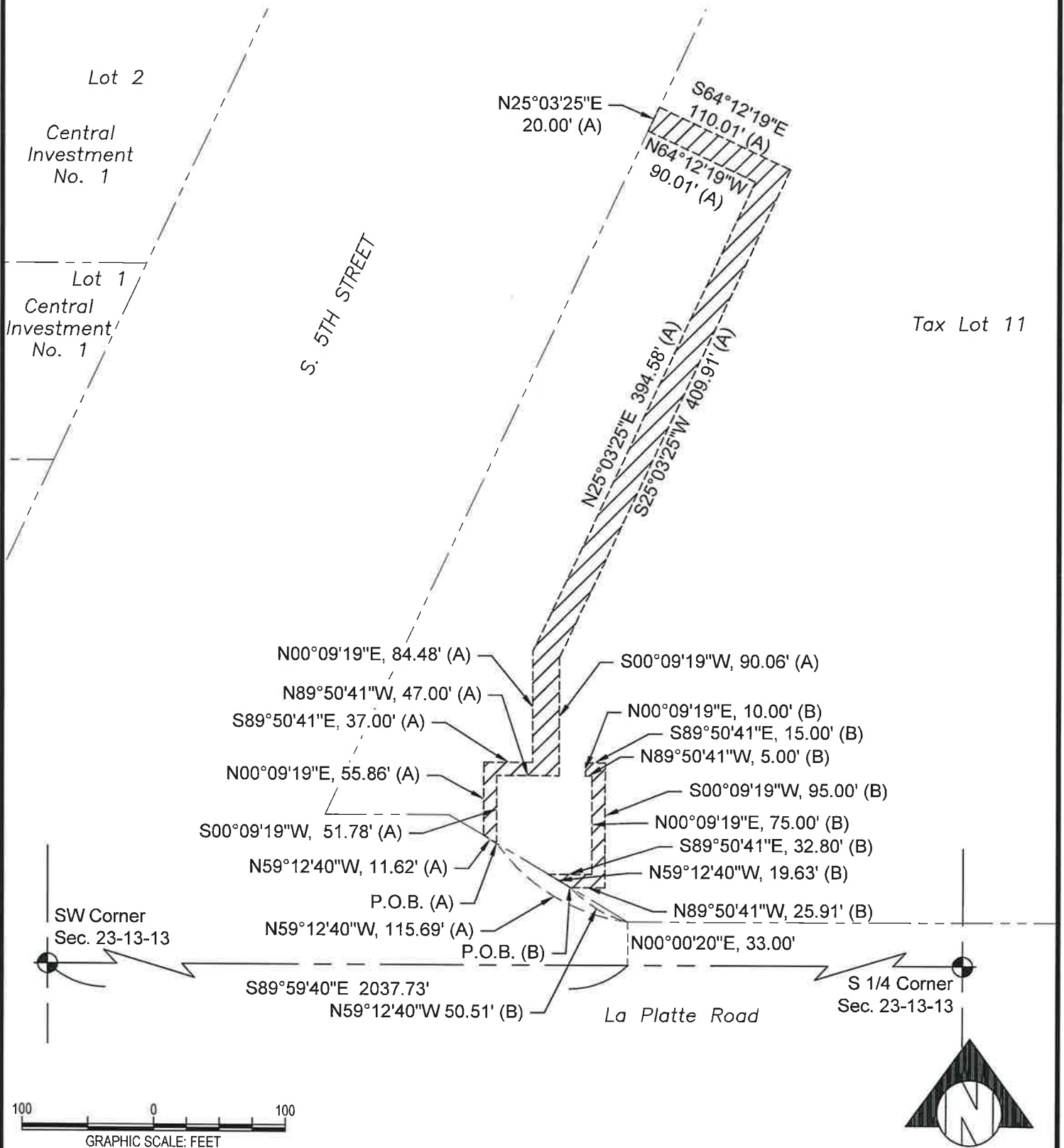
THE COMBINED PARCELS CONTAIN 13,992 SQUARE FEET, MORE OR LESS.

CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): KTC, LLC			TEMPORARY EASEMENT: 13,992± S.F.		
Parcel	Pt. Tax Lot 11 23-13-13		Project No. 240603		
Address:	Bellevue, NE 68123 PID #011040572		Project Name: Interceptor Sewer & SCCWWA Connection at Structure C		
Tract No.	03	Date Prepared:	11/10/2025	Revision Date(s):	Page 1 of 2

EXHIBIT 1

PAGE 2 OF 2



CITY OF BELLEVUE



TEMPORARY EASEMENT: 13,992± S.F.

TRACT NO.: 03

PROJECT NO.: 24-2864

PREPARE DATE: 11/10/25

REVISION DATE:

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

PERMANENT EASEMENT

PROJECT: Prairie Hills Interceptor Sewer – 24-2864

TRACT: 03

KNOW ALL MEN BY THESE PRESENTS:

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

SEE ATTACHED PERMANENT EASEMENT EXHIBIT

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

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

Duly executed this 12 day of MAY, 2026.

Grantor: KTC, LLC, a Nebraska limited liability company


By: Managing member

Acknowledgement

State of Nebraska

S.S.

County of Douglas

Before me, a Notary Public qualified for said county, personally came Tom Clark, Managing Member(s) of KTC, LLC, a Nebraska limited liability company, to me personally known to be the respective officer(s) of said Limited Liability Company and the identical person(s) whose name(s) is (are) affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officer(s) and the voluntary act and deed of said Limited Liability Company.

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




Notary Public

BUYER: THE CITY OF BELLEVUE, NEBRASKA

BY: _____

STATE OF _____)
COUNTY OF _____) SS

Dated this _____ day of _____, 20____, before me, a General Notary Public,
duly commissioned and qualified, personally came _____

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and
acknowledged the same to be a voluntary act and deed.

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

NOTARY PUBLIC

Project No.: 24-2864
Project Name: Prairie Hills Interceptor Sewer
Tract No.: 03

EXHIBIT 1

PERMANENT EASEMENT LEGAL DESCRIPTION:

A PERMANENT EASEMENT LOCATED IN PART OF TAX LOT 11 OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 89°59'40" EAST FOR 2037.73 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE NORTH 00°00'20" EAST FOR 33.00 FEET; THENCE NORTH 59°12'40"W FOR 70.13 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF LAPLATTE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 59°12'40" WEST FOR 45.56 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00°09'19" EAST FOR 51.78 FEET; THENCE SOUTH 89°50'41" EAST FOR 47.00 FEET; THENCE NORTH 00°09'19" EAST FOR 90.06 FEET; THENCE NORTH 25°03'25" EAST FOR 409.91 FEET ALONG A LINE 110.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TAX LOT 11; THENCE NORTH 64°12'19" WEST FOR 110.01 FEET; THENCE NORTH 25°03'25" EAST FOR 20.00 FEET ALONG SAID WEST LINE; THENCE SOUTH 64°12'19" EAST FOR 130.01 FEET; THENCE SOUTH 25°03'25" WEST FOR 425.24 FEET ALONG A LINE 130.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TAX LOT 11; THENCE SOUTH 00°09'19" WEST FOR 85.65 FEET; THENCE SOUTH 89°50'41" EAST FOR 5.00 FEET; THENCE SOUTH 00°09'19" WEST FOR 75.00 FEET; THENCE NORTH 89°50'41" WEST FOR 32.80 FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 17,461 SQUARE FEET, MORE OR LESS.

CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): KTC, LLC

Parcel Pt. Tax Lot 11 23-13-13
Address: Bellevue, NE 68123
PID #011040572



PERMANENT EASEMENT: 17,461± S.F.

Project No. 240603

Project Name: Interceptor Sewer & SCCWWA Connection at Structure C

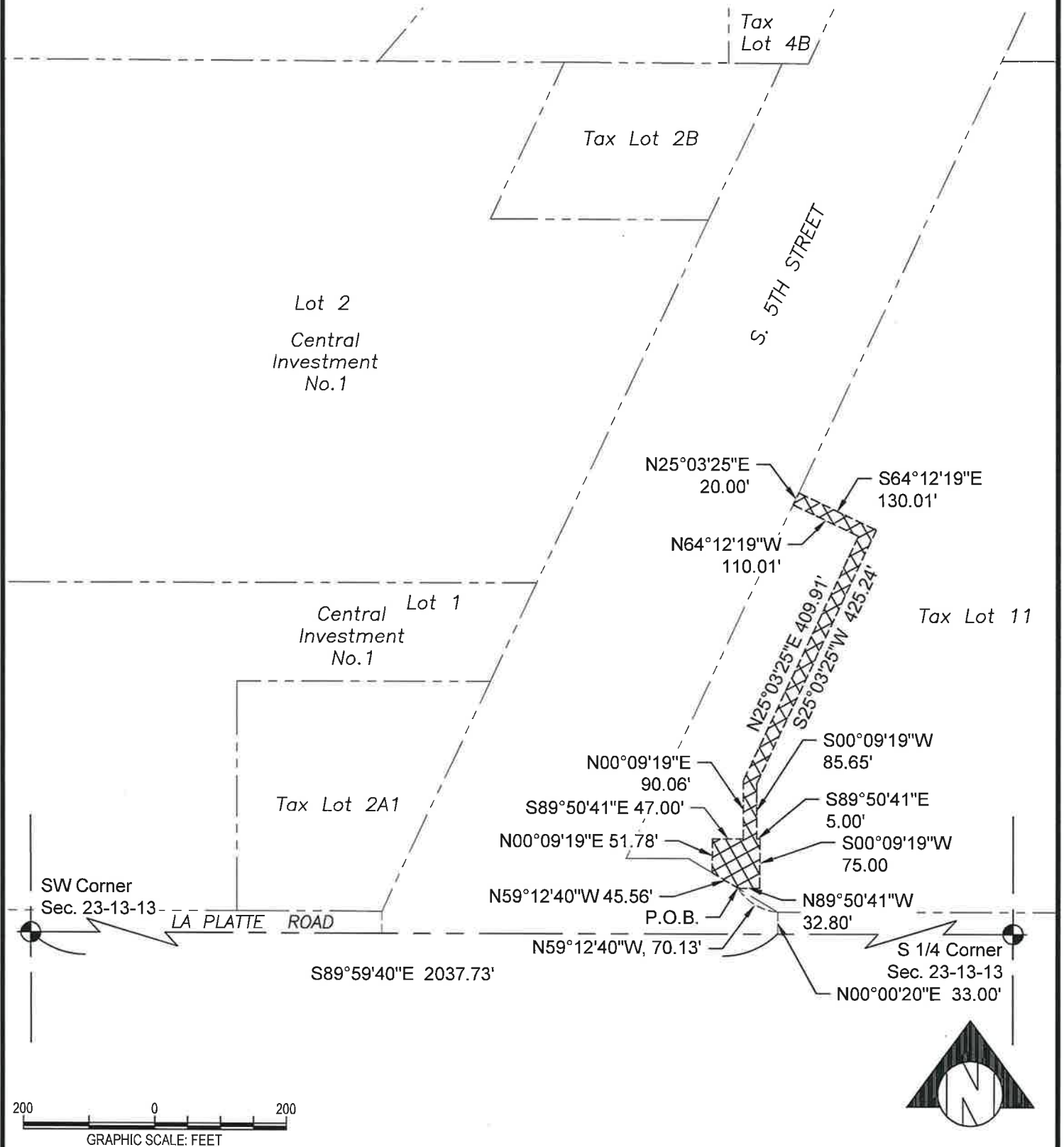
Tract No. 03 Date Prepared: 11/10/2025

Revision
Date(s):

Page 1 of 2

EXHIBIT 1

PAGE 2 OF 2



CITY OF BELLEVUE



PERMANENT EASEMENT: 17,461± S.F.

TRACT NO.: 03

PROJECT NO.: 24-2864

PREPARE DATE: 11/10/25

REVISION DATE:

CITY OF BELLEVUE, NEBRASKA

ACQUISITION CONTRACT

Copies to:

- 1.
- 2.

Project No.: 24-2864

Project Name: Prairie Hills Interceptor Sewer

Tract No.: 03

THIS CONTRACT, made and entered into this 12 day of May, 2026 by and between, **KTC, LLC, a Nebraska limited liability company**, hereinafter called the OWNER, and **THE CITY OF BELLEVUE, NEBRASKA**, hereinafter called the CITY.

PERMANENT EASEMENT

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

Property Description:

*Tax lot 11 in Section 23, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska,
Being all of the following tax lots 1A, 1B, 3 and the South half of the Southeast Quarter.
PID #011040572*

Permanent Easement Legal Description:

SEE ATTACHED EXHIBIT

TEMPORARY EASEMENT

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

Property Description:

*Tax lot 11 in Section 23, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska,
Being all of the following tax lots 1A, 1B, 3 and the South half of the Southeast Quarter.
PID #011040572*

Temporary Easement Legal Description:

SEE ATTACHED EXHIBIT

Project No.: 24-2864
Project Name: Prairie Hills Interceptor Sewer
Tract No.: 03

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

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

Permanent Easement – 17,461 Sq. Ft.	\$8,731.00
Temporary Easements – 13,992 Sq. Ft.	\$3,498.00
Administrative Settlement	\$22,012.00
TOTAL (rounded)	\$34,250.00

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

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

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

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

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

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

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

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

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

Duly executed this 12 day of MAY, A.D. 2026.

Grantor: KTC, LLC, a Nebraska limited liability company



By: Managing member

Acknowledgement

State of Nebraska

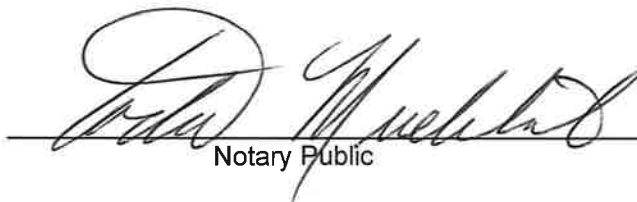
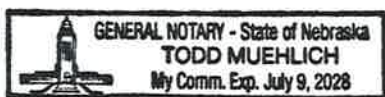
S.S.

County of

Douglas

Before me, a Notary Public qualified for said county, personally came Tom Clark, Managing Member(s) of **KTC, LLC, a Nebraska limited liability company**, to me personally known to be the respective officer(s) of said Limited Liability Company and the identical person(s) whose name(s) is (are) affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officer(s) and the voluntary act and deed of said Limited Liability Company.

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


Notary Public

BUYER: THE CITY OF BELLEVUE, NEBRASKA

BY: _____

STATE OF _____)
COUNTY OF _____) SS

Dated this _____ day of _____, 20____, before me, a General Notary Public,
duly commissioned and qualified, personally came _____

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and
acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(S E A L)

NOTARY PUBLIC

EXHIBIT 1

PERMANENT EASEMENT LEGAL DESCRIPTION:

A PERMANENT EASEMENT LOCATED IN PART OF TAX LOT 11 OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 89°59'40" EAST FOR 2037.73 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE NORTH 00°00'20" EAST FOR 33.00 FEET; THENCE NORTH 59°12'40"W FOR 70.13 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF LAPLATTE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 59°12'40" WEST FOR 45.56 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00°09'19" EAST FOR 51.78 FEET; THENCE SOUTH 89°50'41" EAST FOR 47.00 FEET; THENCE NORTH 00°09'19" EAST FOR 90.06 FEET; THENCE NORTH 25°03'25" EAST FOR 409.91 FEET ALONG A LINE 110.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TAX LOT 11; THENCE NORTH 64°12'19" WEST FOR 110.01 FEET; THENCE NORTH 25°03'25" EAST FOR 20.00 FEET ALONG SAID WEST LINE; THENCE SOUTH 64°12'19" EAST FOR 130.01 FEET; THENCE SOUTH 25°03'25" WEST FOR 425.24 FEET ALONG A LINE 130.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TAX LOT 11; THENCE SOUTH 00°09'19" WEST FOR 85.65 FEET; THENCE SOUTH 89°50'41" EAST FOR 5.00 FEET; THENCE SOUTH 00°09'19" WEST FOR 75.00 FEET; THENCE NORTH 89°50'41" WEST FOR 32.80 FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 17,461 SQUARE FEET, MORE OR LESS.

CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): KTC, LLC



PERMANENT EASEMENT: 17,461± S.F.

Parcel Pt. Tax Lot 11 23-13-13
Address: Bellevue, NE 68123

PID #011040572

Project No. 240603

Project Name: Interceptor Sewer & SCCWWA Connection at
Structure C

Tract No. 03

Date Prepared: 11/10/2025

Revision
Date(s):

Page 1 of 2

PAGE 2 OF 2



PERMANENT EASEMENT: 17,461± S.F.

TRACT NO.: 03

PROJECT NO.: 24-2864

PREPARE DATE: 11/10/25

REVISION DATE:

EXHIBIT 1

TEMPORARY EASEMENT LEGAL DESCRIPTION:

EASEMENT A

A TEMPORARY EASEMENT LOCATED IN PART OF TAX LOT 11 OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 89°59'40" EAST FOR 2037.73 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE NORTH 00°00'20" EAST FOR 33.00 FEET; THENCE NORTH 59°12'40"W FOR 115.69 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF LAPLATTE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 59°12'40" WEST FOR 11.62 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00°09'19" EAST FOR 55.86 FEET; THENCE SOUTH 89°50'41" EAST FOR 37.00 FEET; THENCE NORTH 00°09'19" EAST FOR 84.48 FEET; THENCE NORTH 25°03'25" EAST FOR 394.58 FEET ALONG A LINE 90.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TAX LOT 11; THENCE NORTH 64°12'19" WEST FOR 90.01 FEET; THENCE NORTH 25°03'25" EAST FOR 20.00 FEET ALONG SAID WEST LINE; THENCE SOUTH 64°12'19" EAST FOR 110.01 FEET; THENCE SOUTH 25°03'25" WEST FOR 409.91 FEET ALONG A LINE 110.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TAX LOT 11; THENCE SOUTH 00°09'19" WEST FOR 90.06 FEET; THENCE NORTH 89°50'41" WEST FOR 47.00 FEET; THENCE SOUTH 00°09'19" WEST FOR 51.78 FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 12,749 SQUARE FEET, MORE OR LESS.

EASEMENT B

A TEMPORARY EASEMENT LOCATED IN PART OF TAX LOT 11 OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 5TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 89°59'40" EAST FOR 2037.73 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE NORTH 00°00'20" EAST FOR 33.00 FEET; THENCE NORTH 59°12'40"W FOR 50.51 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF LAPLATTE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 59°12'40" WEST FOR 19.63 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 89°50'41" EAST FOR 32.80 FEET; THENCE NORTH 00°09'19" EAST FOR 75.00 FEET; THENCE NORTH 89°50'41" WEST FOR 5.00 FEET; THENCE NORTH 00°09'19" EAST FOR 10.00 FEET; THENCE SOUTH 89°50'41" EAST FOR 15.00 FEET; THENCE SOUTH 00°09'19" WEST FOR 95.00 FEET; THENCE NORTH 89°50'41" WEST FOR 25.91 FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 1,243 SQUARE FEET, MORE OR LESS.

THE COMBINED PARCELS CONTAIN 13,992 SQUARE FEET, MORE OR LESS.

CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): KTC, LLC

Parcel Pt. Tax Lot 11 23-13-13
Address: Bellevue, NE 68123
PID #011040572



TEMPORARY EASEMENT: 13,992± S.F.

Project No. 240603

Project Name: Interceptor Sewer & SCCWWA Connection at Structure C

Tract No. 03

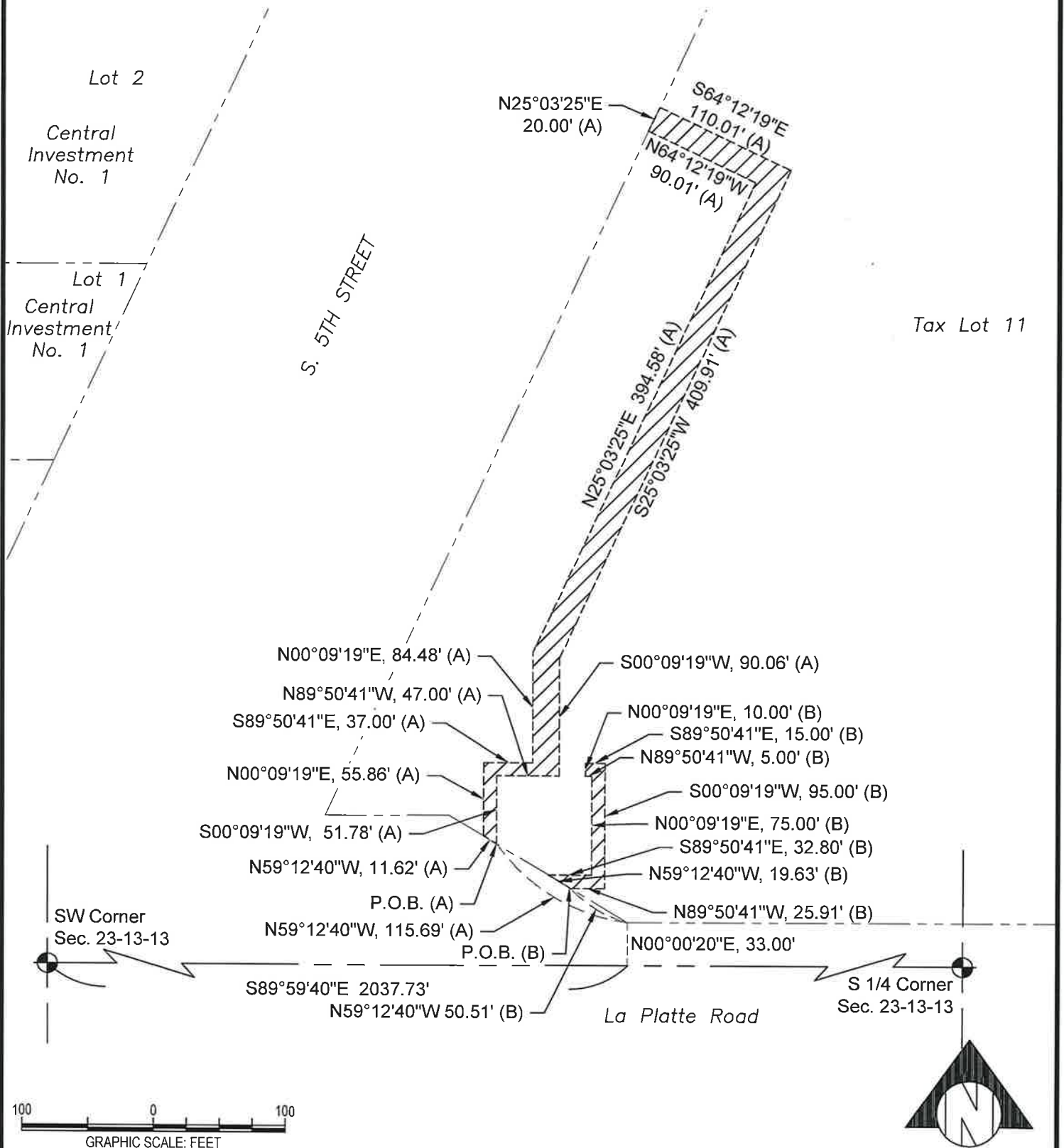
Date Prepared: 11/10/2025

Revision
Date(s):

Page 1 of 2

EXHIBIT 1

PAGE 2 OF 2



CITY OF BELLEVUE



TEMPORARY EASEMENT: 13,992± S.F.

TRACT NO.: 03

PROJECT NO.: 24-2864

PREPARE DATE: 11/10/25

REVISION DATE:

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
6/2/2026

COUNCIL MEETING DATE: April 21, 2026		SUBMITTED BY: David Goedeken, PE - PW Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

BPW 240603 WW26(5) Interceptor Sewer and SCWWA Connection to Structure C - Acquisition Contract

SYNOPSIS/BACKGROUND:

HDR has provided documentation for the Acquisition Contract for TRACT 3 - Davies in the amount of \$34,957.00. This is for the Interceptor Sewer and SCWWA Connection to Structure C project that will extend sanitary sewer and provide a lift station to service the Bellevue Bay Water Park and Prairie Hills projects.

FISCAL IMPACT: \$34,957 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY: NO	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: BPW 240603 WW26(5) Interceptor Sewer and SCCWWA Connection to Structure C		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: BPW 240603 WW26(5) Interceptor Sewer and SCCWWA Connection to Structure C		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: SCCWA SB-11 Basin Build out (Ent Dist)	CIP PROJECT NUMBER: WW26(5)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 7000	ACCOUNT NUMBER:	

RECOMMENDATION:

City Council review and recommend the Mayor to approve the Acquisition Contract for TRACT 3 - Davies for the WW26(5) Interceptor Sewer and SCCWWA Connection to Structure C project in the amount of \$34,957.00.

ATTACHMENTS:

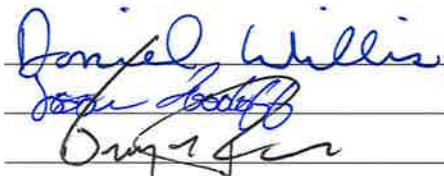
1. Acquisition Contract	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



CITY OF BELLEVUE, NEBRASKA

ACQUISITION CONTRACT

Copies to:

- 1.
- 2.

Project No.: 24-2864

Project Name: Prairie Hills Interceptor Sewer

Tract No.: 02

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by and between, GARY E DAVIE, a single person, hereinafter called the OWNER, and **THE CITY OF BELLEVUE, NEBRASKA**, hereinafter called the CITY.

PERMANENT EASEMENT

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

Property Description:

Lot 2, Central Investment No. 1, located in the SW ¼ of Section 23, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska PID #011104619

Permanent Easement Legal Description:

SEE ATTACHED EXHIBIT

TEMPORARY EASEMENT

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

Property Description:

Lot 2, Central Investment No. 1, located in the SW ¼ of Section 23, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska PID #011104619

Temporary Easement Legal Description:

SEE ATTACHED EXHIBIT

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

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

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

Permanent Easement – 13,485 Sq. Ft.	\$10,249.00
Temporary Easements – 13,705 Sq. Ft.	\$5,208.00
Administrative Settlement	\$19,500.00
TOTAL (rounded)	\$35,000.00

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

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

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

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

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

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

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

EXHIBIT 1

PERMANENT EASEMENT LEGAL DESCRIPTION:

A PERMANENT EASEMENT LOCATED IN LOT 2, CENTRAL INVESTMENT NO. 1, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23, THENCE SOUTH 89°59'40" EAST FOR 1437.53 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE NORTH 00°00'20" EAST FOR 33.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF LA PLATTE ROAD AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 5TH STREET; THENCE NORTH 25°08'03" EAST FOR 829.34 FEET ALONG THE WEST RIGHT-OF-WAY OF SOUTH 5TH STREET TO THE POINT OF BEGINNING; THENCE NORTH 64°12'19" WEST FOR 178.87 FEET; THENCE NORTH 28°03'52" WEST FOR 211.95 FEET; THENCE NORTH 34°35'13" WEST FOR 288.94 FEET; THENCE NORTH 55°24'47" EAST FOR 20.00 FEET; THENCE SOUTH 34°35'13" EAST FOR 290.08 FEET; THENCE SOUTH 28°03'52" EAST FOR 206.57 FEET; THENCE SOUTH 64°12'19" EAST FOR 172.11 FEET; THENCE SOUTH 25°08'03" WEST FOR 20.00 ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH 5TH STREET FEET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 13,485 SQUARE FEET, MORE OR LESS.

CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): Gary & Mary Davie

Parcel 1080 La Platte Rd
Address: Bellevue, NE 68123



PERMANENT EASEMENT: 13,485± S.F.

Project No. 240603

Project Name: Interceptor Sewer & SCCWWA Connection at Structure C

Tract No. 02

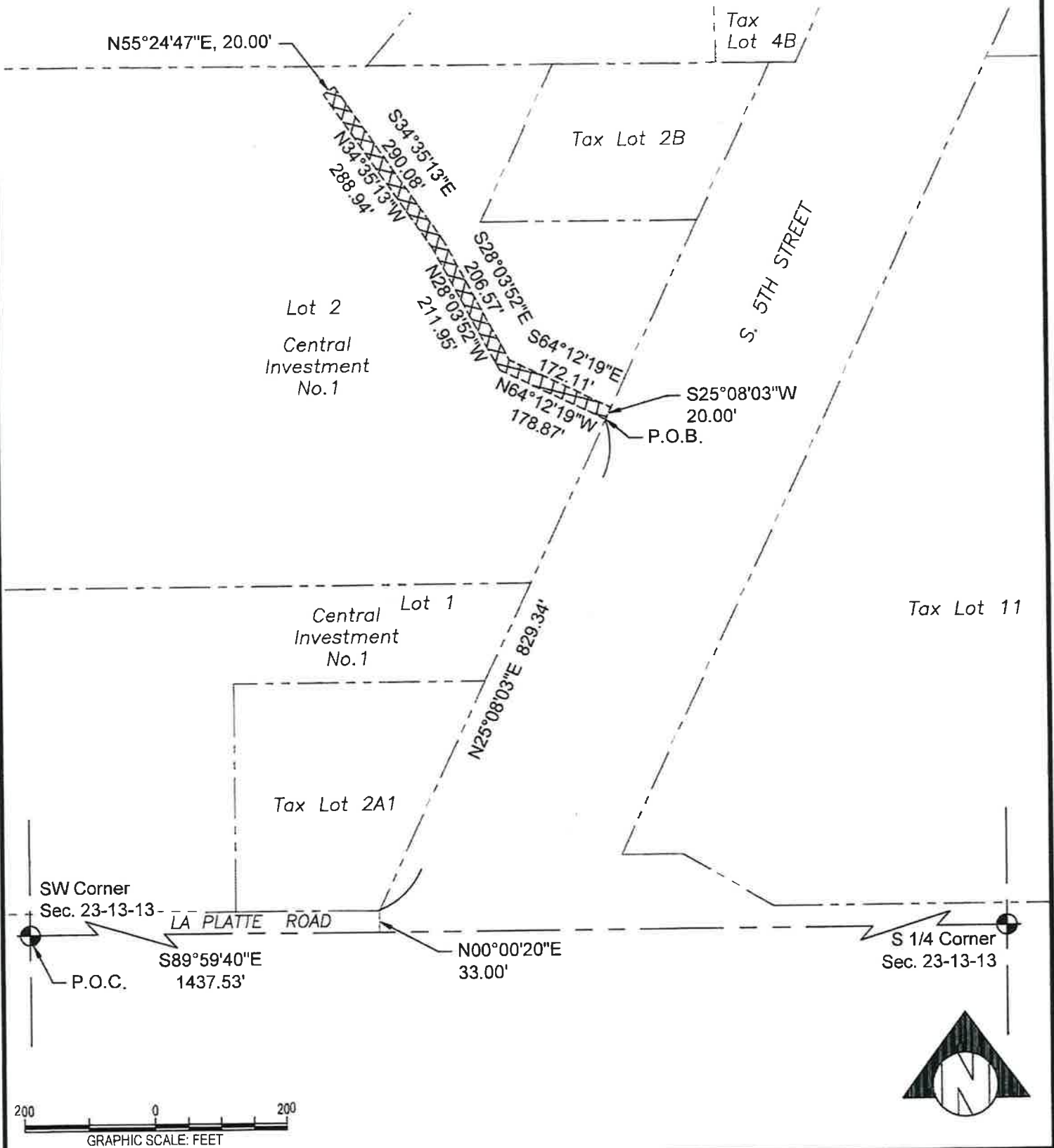
Date Prepared: 11/10/2025

Revision
Date(s):

Page 1 of 2

EXHIBIT 1

PAGE 2 OF 2



CITY OF BELLEVUE



PERMANENT EASEMENT: 13,485± S.F.

TRACT NO.: 02

PROJECT NO.: 24-2864

PREPARE DATE: 11/10/25

REVISION DATE:

EXHIBIT 1

TEMPORARY EASEMENT LEGAL DESCRIPTION:

A TEMPORARY EASEMENT LOCATED IN LOT 2, CENTRAL INVESTMENT NO. 1, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23, THENCE SOUTH 89°59'40" EAST FOR 1437.53 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23; THENCE NORTH 00°00'20" EAST FOR 33.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF LA PLATTE ROAD AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 5TH STREET; THENCE NORTH 25°08'03" EAST FOR 809.34 FEET ALONG THE WEST RIGHT-OF-WAY OF SOUTH 5TH STREET TO THE POINT OF BEGINNING; THENCE NORTH 64°12'19" WEST FOR 185.63 FEET; THENCE NORTH 28°03'52" WEST FOR 217.34 FEET; THENCE NORTH 34°35'13" WEST FOR 287.80 FEET; THENCE NORTH 55°24'47" EAST FOR 20.00 FEET; THENCE SOUTH 34°35'13" EAST FOR 288.94 FEET; THENCE SOUTH 28°03'52" EAST FOR 211.95 FEET; THENCE SOUTH 64°12'19" EAST FOR 178.87 FEET; THENCE SOUTH 25°08'03" WEST FOR 20.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH 5TH STREET TO THE POINT OF BEGINNING. ABOVE-DESCRIBED PARCEL CONTAINS 13,705 SQUARE FEET, MORE OR LESS.

CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): Gary & Mary Davies

Parcel 1080 La Platte Rd
Address: Bellevue, NE 68123



TEMPORARY EASEMENT: 13,705± S.F.

Project No. 240603

Project Name: Interceptor Sewer & SCCWWA Connection at Structure C

Tract No. 02

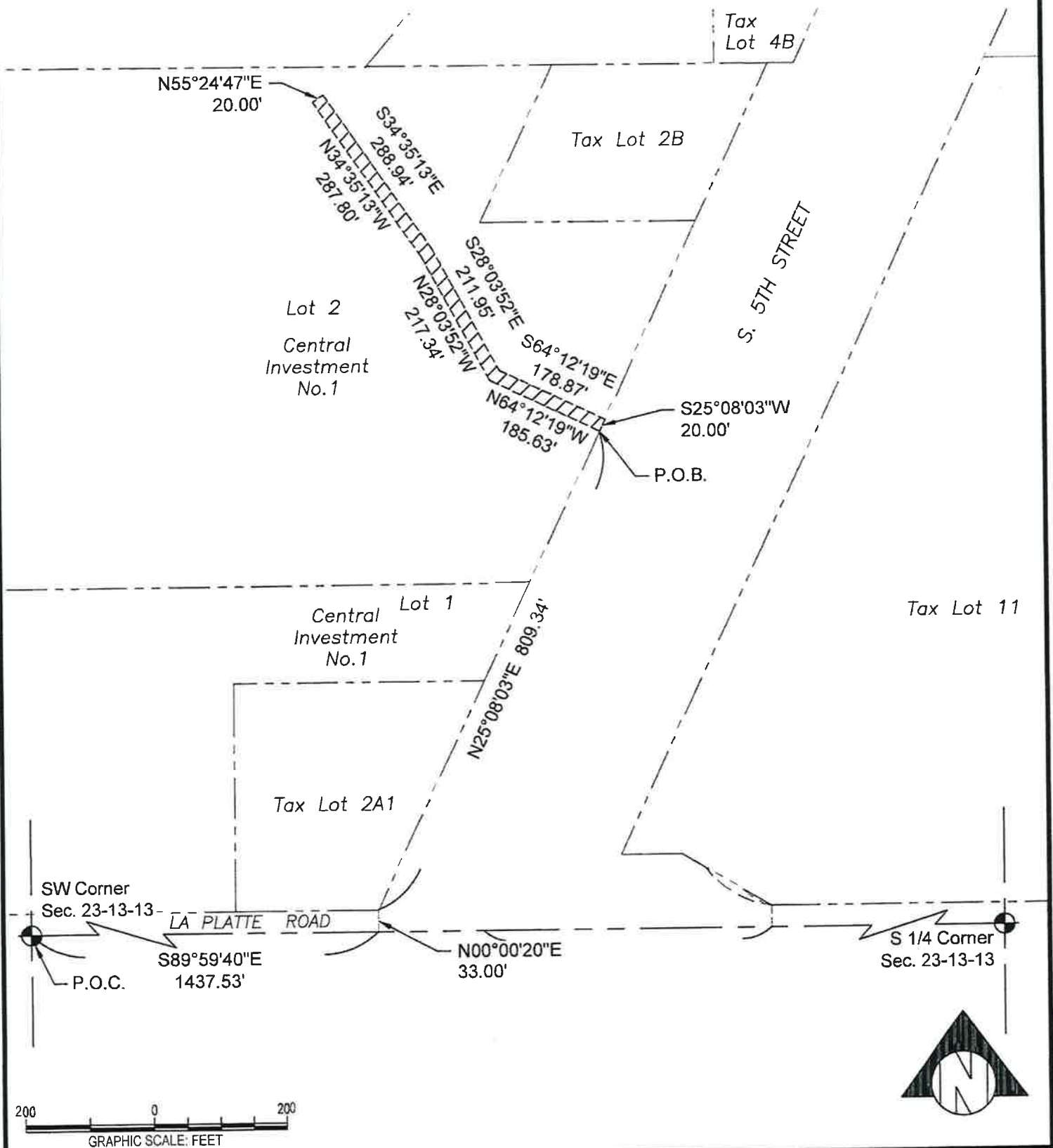
Date Prepared: 11/10/2025

Revision
Date(s):

Page 1 of 2

EXHIBIT 1

PAGE 2 OF 2



CITY OF BELLEVUE



TEMPORARY EASEMENT: 13,705± S.F.

TRACT NO.: 02

PROJECT NO.: 24-2864

PREPARE DATE: 11/10/25

REVISION DATE:

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

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

Duly executed this 15th day of May, A.D. 2026.



Gary E Davie

Acknowledgement

State of Nebraska

S.S.

County of Sarpy

Before me, a Notary Public qualified for said county, personally came **GARY E DAVIE**, a single person, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on this 15th day of May, 20 26



Notary Public

BUYER: THE CITY OF BELLEVUE, NEBRASKA

BY: _____

STATE OF _____)
COUNTY OF _____) SS

Dated this _____ day of _____, 20____, before me, a General Notary Public,
duly commissioned and qualified, personally came _____

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and
acknowledged the same to be a voluntary act and deed.

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

NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
6/2/2026

COUNCIL MEETING DATE: June 2, 2026		SUBMITTED BY: Dave Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

Emergency repair of failed storm sewer pipe at 1507 Cobblestone Lane Circle by Heimes Corp

SYNOPSIS/BACKGROUND:

Excavate and remove failed concrete pipe from north side of 1507 Cobblestone Lane Circle. Work to include the removal of up to six (6) trees and sidewalk, excavate and remove existing failed pipe, connect to existing manhole, install 2-drop manholes and 180LF of 18" concrete storm pipe, replace sidewalk and install erosion control and seeding. Work to be completed by Heimes Corp in the amount of \$138,744.00

FISCAL IMPACT: \$138,744.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Heimes Corp	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Proposal to complete storm sewer emergency repair by Heimes Corp		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: M146(366B) Cobblestone Lane Circle		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: Drainage Improvements	CIP PROJECT NUMBER: ST26(06)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

City Council approve and Mayor authorize the emergency repair of failed concrete pipe at 1507 Cobblestone Lane Circle by Heimes Corp in the amount not to exceed \$138,744.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





Proposal

Excavating & Utilities Division
9144 South 147th Street • Omaha, NE 68138-3866
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To
City of Bellevue
1510 Wall St
Bellevue, NE 68005
Attn.: John

Date **5/26/2026**
Phone **402.293.3127**
Email John.Krager@bellevue.net
Job Info **1507 Cobblestone**
Emergency Storm Sewer Repair

Storm Sewer Replacement:

Mobilize to site and vacuum excavate marked utilities
Clear and grub area needed for pipe replacement
Remove sidewalk for access to work area
Remove (6) trees for safe working conditions/tree life and trim trees along street for equipment access to the site
Excavate and remove failed RCP piping
Connect onto existing storm sewer manhole – currently covered with dirt or concrete
Furnish and install 180 LF of 18" RCP storm sewer piping, FES outlet and (2) drop manholes
Replace concrete sidewalk
Install S150 erosion control fabric with seed over work area
Backfill with existing soils

BID PRICE \$ 138,744.00

Notes:

No performance bond has been included
Current utility lines are exposed or compromised – Heimes Corp has NOT included any supports, relocations or replacement of impacted services to house
No surveying, staking or compaction testing has been included
Pricing is based on work being performed directly to City of Bellevue Public Works Department – if an independent engineering consultant will oversee the project, additional costs will be presented as a change order / change in scope to compensate for additional communications, coordination, and reduced productivity
No maintenance of seeding has been included
No testing or inspections have been included
Heimes Corp will have to field construct drop manholes as manhole delivery is currently 12-16 weeks out from date of material ordering
Heimes Corp has NOT included any silt removal from downstream impacted basins
Heimes Corp cannot deliver equipment directly to the work area and excavators will have to be tracked down the street to the work area – street scuffing is likely

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Matt Sykora for Heimes Corp.

This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16j.
6/2/2026

COUNCIL MEETING DATE: June 2, 2026		SUBMITTED BY: David Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

BPW 260102 ST 26(2) Concrete Projects - Package 1 Professional Construction Engineering Services contract

SYNOPSIS/BACKGROUND:

Benesch to perform professional construction engineering services to include construction administration, construction observations, and material testing related to 2026 Concrete Projects - Package 1 to include: M146(287A) - Willow Springs, M146(322A) - Harvell Dr Fort Crook Rd to Birchcrest Rd, and M146(346A) - 19th St to 17th St.

FISCAL IMPACT?: \$163,323 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Alfred Benesch & Co.	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: BPW 260102 ST 26(2) Concrete Projects - Package 1 - CA		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: BPW 260102 2026 Concrete Projects - Package 1		
START DATE:	END DATE:	PAYMENT DATE:
CIP PROJECT NAME: Concrete Projects		INSURANCE REQUIRED:
CIP PROJECT NUMBER: ST26(2)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):
ACCOUNTING DISTRIBUTION CODE: 7010	ACCOUNT NUMBER: 10-15	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Alfred Benesch & Co. in the amount of \$163,323 for professional construction engineering services for the 2026 Concrete Projects - Package 1.

ATTACHMENTS:

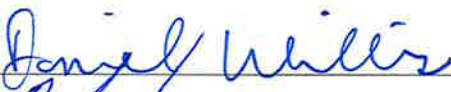
1. Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:






CONSULTING SERVICES AGREEMENT

CLIENT	City of Bellevue	Project Name	BPW 260102 2026 Concrete Projects
Address	1510 Wall St Bellevue, NE	Package 1	
		Project Location	Bellevue, NE
Telephone	402-293-3028		
Client Contact	Matt Knight, PE	Consultant PM	Mike Higgins, PE
Client Job No.	260102	Consultant Job No.	1126-300018

This Agreement is made by and between City of Bellevue, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

The General Conditions and the following Attachments are hereby made a part of the Agreement:

☒ Attachment A: Scope of Services and Fee Estimate

☐ Attachment B: Schedule of Unit Rates

☐ Attachment C: _____

or

☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

☐ By Lump Sum: \$_____.

☒ By Time and Materials: \$163,323.00.

☐ By Other Payment Method (See Attachment _____): \$_____.

☐ As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: Jeffery A. Sockel
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Jeffery A. Sockel, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____, 20____

DATE: May 6, 2026

BENESCH OFFICE: Bellevue

ADDRESS: 4530 Maass Rd

Bellevue, NE 68133

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

☐ ***Supplemental Condition is incorporated herein when the applicable box is checked.***

☐ **S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

☐ **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

☐ **S.3 Disposition of Samples and Equipment**

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

**CONSULTANT SCOPE OF SERVICES
CONSTRUCTION ENGINEERING SERVICES
CITY OF BELLEVUE
BPW-260102 - 2026 CONCRETE PROJECTS – PACKAGE 1**

OVERVIEW

Alfred Benesch & Company (Benesch) proposes to provide the professional services related to the project management, construction observation, and material testing for ADA ramp construction, concrete pavement repair, and other related improvements in multiple locations within the City of Bellevue (City) identified in the Contract Documents of BPW 260102 – 2026 Bellevue Concrete Projects – Package 1.

Benesch shall administer, monitor, and observe construction for general compliance with the Contract Documents, and provide quality control and quality assurance construction materials testing to assist the City such that the project is constructed in conformity with the plans, specifications, and special provisions.

Benesch shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the City, and inform the Contractor to correct such observed discrepancies.

The presence or duties of Benesch's personnel at a construction site, whether as onsite representatives or otherwise, do not make Benesch's personnel in any way responsible for those duties that belong to the City and/or the Contractor or other entities, and do not relieve the Contractor(s) or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. Benesch has no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting the health or safety deficiencies of the Contractor(s) or other entity or any other persons at the site except Benesch's own personnel. The presence of Benesch's personnel at a construction site is for the purpose of providing the City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the Contractor(s). Benesch neither guarantees the performance of the Contractor(s) nor assumes responsibility for Contractor's failure to perform work in accordance with the construction documents.

Benesch agrees to provide the services detailed below through the identified completion date, or beyond, if mutually agreeable by both parties provided the requested services can be performed within the Not-to-Exceed fee limits.

UNDERSTANDING & ASSUMPTIONS

The following identifies assumptions associated with this scope of services and corresponding fee estimate:

- The City shall provide or identify publicly available Contract Documents governing construction.
- The City shall provide any documentation templates or electronic system(s) access required for the project.
- Benesch shall mark out the removal limits for review and approval by the City.
- Construction is anticipated to begin on June 22nd, 2026, or later.
- Construction is anticipated to be substantially complete by September 19th, 2026, with minor work and final completion expected to occur by October 10th, 2026.
- Staffing requirements for the projects assigned will consist of one (1) principal-in-charge, one (1) project manager, one (1) project coordinator, one (1) construction observer, one (1) materials testing technician (as needed), and necessary coordination or administrative support personnel as well as regular consultation services.
- The project manager is anticipated to work no more than twenty-four (24) hours during project preparation, construction, and closeout.
- The project coordinator is anticipated to work no more than seventeen (17) weeks (average of 12 hours per week) during project preparation, construction, and closeout.
- It is anticipated that the construction observer will be on site any time the Contractor is performing critical elements of work requiring immediate documentation of compliance and/or direct measurement for payment while work is being performed for the duration of the project. The lead construction observer is anticipated to be on site for no more than thirteen (13) weeks (average of 50 hours per week).
- It is assumed that no SWPPP inspections will be required for the project.
- It is assumed that no regular progress meetings will be conducted.

The professional services provided by Benesch shall be described under the following major categories:

- Project Management & Meetings
- Construction Observation
- Materials Sampling & Testing
- Project Closeout
- Engineering Consultation & Support

The following describes the scope of work related to each of these categories. Services may be added or deleted upon request. Changes to the total contract amount will be addressed as indicated above.

For the purposes of this agreement, the parties understand that construction observation and construction inspection shall be used interchangeably and Benesch is not responsible for the Contractor's means and methods of construction, acceptance or rejection of the work, or the authority to approve or deny contracts, change orders, extra work, modifications to the requirements of the Contract Documents, etc. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, Benesch shall keep the City informed about the progress and quality of the work and shall advise the City about observed or measured deficiencies or deviations in the work.

PROJECT MANAGEMENT & MEETINGS

This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project as well as manage the project scope, schedule, and budget, and prepare and process invoices and monthly progress reports.

Benesch shall also provide project management services to the City of Bellevue in the following areas:

- Coordinate activities between the City of Bellevue and the Contractor.
- Assist in project planning and oversight of construction activities.
- Communicate project updates on a regular basis to the City
- Review and submit partial pay estimates to the City's Designated Representative(s) for processing and payment.
- Scheduling personnel and testing activities to comply with the requirements of the Contract Documents.
- Facilitate the pre-construction meeting and distribute meeting minutes (assume 1 meeting lasting no more than one hour).
- Facilitate periodic progress meetings, as determined to be necessary by Benesch or the City and distribute meeting minutes.
- Assist the City with project scheduling and other administrative items upon request.

Administrative assistance shall include, but not be limited to, supporting the City in program budget monitoring, construction contract interpretation, conflict resolution, utility and other public agency coordination, project stakeholder engagement, and interacting with the public to address questions, concerns, or special requests.

CONSTRUCTION OBSERVATION

Benesch shall provide construction inspection services to the City of Bellevue using a member of our technical staff. Benesch construction inspectors will perform the following tasks:

- Document pre-construction and post-construction site conditions.
- Prepare daily reports documenting on-site activities including personnel, equipment, visitors, weather, Contractor activity, accidents, and any other pertinent information and submit to the City as requested.
- Take reasonable steps to verify all work is completed in compliance with the Contract Documents and notify the City in a timely manner of any observed deficiencies
- Collect required material delivery tickets, material certifications, and other shop submittals or shop drawings as required by the Contract Documents for the work documented by Benesch. Quantify and record work performed by the Contractor for payment. Review and submit partial pay estimates to the City's Designated Representative (s) for processing payment.
- Review work for compliance with Contract Documents and report any observed deficiencies to the City in a timely manner.
- Measure and record quantities of work performed by the Contractor.
- Inspect and record potential (when identified) or actual change order and/or force account work.
- Document and address questions and concerns from stakeholders in or near the project site.
- Complete materials testing on site when project work and staffing allow.
- Once the City determines that substantial completion is achieved, create and maintain a punch list of remaining items of work required to achieve final completion and coordinate the completion of items with the City and the Contractor.
- Complete a final project walk-through with the City, Contractor, and any others as determined by the City.

MATERIALS SAMPLING & TESTING

Benesch shall provide materials testing services consistent with the current version of the City of Omaha's Materials and Testing Manual for Public Works Construction and any project specific requirements using our nationally accredited and/or NDOT-certified materials testing laboratories. As determined to be appropriate, Benesch will utilize on site inspectors to perform field testing. Any testing that is not performed by inspectors will be performed by lab personnel. These services will include the following as deemed necessary by the Project Manager or the City:

- Periodic sampling and testing of Portland cement concrete used in construction of curb and gutter, curb ramps, pavement repair, and sidewalk repair for air content, slump, temperature, and compressive strength (assume no more than twenty-five (25) tests performed by inspectors and twenty-four (24) tests performed by lab personnel).

PROJECT CLOSEOUT

Benesch will provide the following services for close-out at the completion of the project:

- Create and issue a final punch list to the Contractor.
- Verify all work is complete according to the Contract Documents.
- Provide as-builts of work completed to the City in PDF format.
- Complete a final project walk-through with the City, Contractor, and any others as determined by the City.
- Submit a final closeout package to the City including field diaries, quantity calculations, pertinent project correspondence, field photos, and material test reports.

ENGINEERING CONSULTATION & SUPPORT

Benesch shall provide technical support to assess site conditions, work performed, and provide technical advice or guidance to complete the work outlined in the Contract Documents on an as-needed or as-requested basis subject to budget availability. Support anticipated as part of this task includes, but are not limited to, consultation from a Professional Engineer or similar qualified individual regarding construction engineering best practices, Contractor means & methods, soils/geotechnical issues, or other relevant issues.

COMPENSATION

The following pages indicate the estimated number of hours, personnel, and testing services, and the associated fees Benesch anticipates for the proposed work assigned to Benesch under this agreement. Variation of these estimates is expected due to factors beyond Benesch's control such as Contractor operations, field changes, requested support services, or other situations that may occur. Benesch's overall scope of services shall be limited to those tasks and services that can be performed within the approved Contract Not-to-Exceed fee.

Compensation for professional services related to project management, construction observation, engineer support services, and project closeout shall be on an hourly rate basis using established hourly billing rates determined by the classification of the personnel, as defined by Benesch, consistent with Benesch's current Construction Services Fee Schedule, updated annually. A list of staff including their corresponding classification will be provided for review and approval prior to the start of work upon request.

Compensation for laboratory and field testing of asphalt, concrete, and soil materials shall be based upon the current Construction Services Fee Schedule, updated annually, and supplemented by Benesch's standard rate schedule for required/requested tests not covered under the City's standard testing rate schedule. Compensation for on-site plant monitoring shall be based upon the employee classification and corresponding hourly billing rate.

Vehicle mileage (including rental vehicles) shall be reimbursed at a rate of \$0.75/mile. Administrative (copying, printing, postage, etc.), observation (paint, lathe, rental equipment, etc.), software access fees, and other direct expenses shall be reimbursed at actual cost unless specific reimbursement rates are indicated in.

Professional Services for BPW-260102 - 2026 Concrete Projects - Package 1

Construction Engineering, Inspection, and Materials Testing
City of Bellevue Public Works Department

Fee Estimate

<u>Personnel Classification</u>	<u>Rate \$/Hour</u>	<u>Est. Hours</u>	<u>Estimated Cost</u>
E1 - Professional Engineer (Consultant or Principal)	\$ 260.00	8	\$2,080.00
E1a - Professional Engineer/Project Manager	\$ 225.00	40	\$9,000.00
E2 - Professional Engineer (Staff)	\$ 199.00	204	\$40,596.00
E4 - Sr Tech, Sr Project Inspector, Sr Env Tech	\$ 118.00	706	\$83,308.00
Subtotal Direct Labor Costs			\$134,984.00
Direct Nonsalary Costs			
Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges			\$1,400.00
Vehicle Mileage @ \$0.75/mi			\$2,850.00
Construction Materials Testing Trip Charge @ \$129/Trip			\$9,417.00
Concrete Unit Rate Testing			\$13,872.00
Misc Chargeable Expenses			\$800.00
Subtotal Direct Expense Costs			\$28,339.00
Total Estimated Not to Exceed Fee			\$163,323.00

Professional Services for BPW-260102 - 2026 Concrete Projects - Package 1

Construction Engineering, Inspection, and Materials Testing

City of Bellevue Public Works Department

Project Summary

Task		Personnel Services						Reimbursables						Estimated Fee
		E1 - Professional Engineer (Consultant or Principal)	E1a - Professional Engineer/Project Manager	E2 - Professional Engineer (Staff)	E4 - Sr Tech, Sr Project Inspector, Sr Env Tech	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ \$0.75/mi	Construction Materials Testing Trip Charge @ \$129/Trip	Concrete Unit Rate Testing	Misc Chargeable Expenses	Subtotal	
Task 1	Project Management & Meetings	0	24	42	0	66	\$ 13,758.00	\$ 200	\$ 225	\$ -	\$ -	\$ -	\$ 425	\$ 14,183.00
Task 2	Construction Observation	0	0	126	658	784	\$ 102,718.00	\$ 1,100	\$ 2,325	\$ -	\$ -	\$ 800	\$ 4,225	\$ 106,943.00
Task 3	Materials Sampling & Testing	0	0	0	8	8	\$ 944.00	\$ -	\$ -	\$ 9,417	\$ 13,872	\$ -	\$ 23,289	\$ 24,233.00
Task 4	Project Closeout	0	0	36	40	76	\$ 11,884.00	\$ 100	\$ 225	\$ -	\$ -	\$ -	\$ 325	\$ 12,209.00
Task 5	Engineering Consultation & Support	8	16	0	0	24	\$ 5,680.00	\$ -	\$ 75	\$ -	\$ -	\$ -	\$ 75	\$ 5,755.00
Subtotal		8	40	204	706	958		\$ 1,400	\$ 2,850	\$ 9,417	\$ 13,872	\$ 800		
Project Subtotal		\$ 134,984.00						\$ 28,339						\$ 163,323.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/02/2026		SUBMITTED BY: Legal		
AGENDA ITEM:		CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐		ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐		CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

Settlement Agreement and Mutual Release of All Claims

SYNOPSIS/BACKGROUND:

Former employee Earl Johnson brought claims against the City for disability pension benefits and health insurance benefits. The parties disputed the amount of the disability pension benefit and whether health insurance benefits were owed. Through legal counsel, the City and Mr. Johnson mediated a tentative settlement agreement contingent on the City Council's approval. If the agreement is approved, Mr. Johnson will release the City from all claims arising from his employment in exchange for payment of \$175,000.

FISCAL IMPACT: \$175,000.00 BUDGETED FUNDS?: YES 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:

Approve and authorize the Mayor to sign the Settlement Agreement and Mutual Release of All Claims

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is made and voluntarily entered into by Earl Johnson ("Johnson") and the City of Bellevue, Nebraska ("City"), individually referred to as "Party" and collectively referred to as "the Parties" in order to conclude, terminate, and settle any and all legal disputes between them as set forth in this Agreement.

RECITALS

WHEREAS, Johnson was a sworn full-time employee of the City with the Bellevue Police Department ("BPD") from his date of hire on or about June 21, 2021, through the date of his separation on or about April 9, 2025;

WHEREAS, Johnson filed a disability pension application with the Bellevue Police Retirement Committee ("Committee"), which the Committee approved;

WHEREAS, subsequent to the Committee's approval of Johnson's disability pension application, a dispute arose regarding the amount of disability pension to which Johnson was entitled under the Police Officers Retirement Act, Neb. Rev. Stat. § 16-001 et seq., and the City of Bellevue, Nebraska Police Officers Retirement System Defined Contribution Plan ("Plan");

WHEREAS, on or about March 9, 2026, Johnson filed a claim against the City seeking disability pension and medical coverage benefits;

WHEREAS, the City disputes the amount to which Johnson is entitled in disability pension benefits and the City further disputes Johnson is entitled to any medical coverage benefits;

WHEREAS, the Parties to this Agreement desire to settle and compromise all disputed legal claims, pending and/or threatened litigation, and causes of action the Parties have, had, or may have as of the Effective Date of this Agreement, in any way relating to, arising out of, resulting from, or associated with Johnson's employment up and through the Effective Date of this Agreement; and

NOW, THEREFORE, in consideration of their recitals, mutual covenants and releases, and other agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby stipulate, confirm, and agree as follows:

AGREEMENT

1. RELEASES.

Johnson and all of his agents, servants, representatives, attorneys, employees, predecessors, successors, heirs, insurers, subrogees and assigns, do hereby release the City and its City Council, its Police Retirement Committee, and its members, officers, directors, affiliates, partners, agents, servants, representatives, attorneys, and employees in their official and individual capacities, and its insurance carriers from any liability, rights, claims, demands, damages, costs, expenses, attorney's fees, causes of action, suits of liability and controversies of every kind and description whatsoever that exist, have existed (whether known or unknown), or may exist on account of and in any manner related to Johnson's employment with City that accrued prior to the Effective Date of this Agreement, including, but not

limited to, claims under the Americans with Disabilities Act, as amended, the Age Discrimination in Employment Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act, the Family and Medical Leave Act, the Nebraska Age Discrimination in Employment Act, the Nebraska Fair Employment Practice Act, the Nebraska Civil Service Act, the Consolidated Omnibus Budget Reconciliation Act, the Nebraska Police Officers Retirement Act, the Plan, and any other claims or rights under any federal state or local statute, law, rule, constitution, or regulation; provided, however, that this Release does not apply to any rights which, by law, cannot be waived, or any rights to the payment of Worker's Compensation benefits that have been or will be identified in a separate Release of Liability filed with the Nebraska Workers' Compensation Court.

The City agrees to release Johnson from all liability, rights, claims, demands, damages, costs, expenses, attorney's fees, causes of action, suits of liability and controversies of every kind and description whatsoever that exist, have existed (whether known or unknown), or may exist on account of or in any manner related to his employment with the City that accrued prior to the Effective Date of this Agreement.

2. UNKNOWN FACTS.

It is expressly understood and agreed by the Parties that this Agreement is intended to and does cover any and all losses, injuries, damages, and claims of every kind and nature whatsoever that exist, including personal or otherwise, have existed, or may exist, whether direct or indirect, known or unknown, suspected or unsuspected by Johnson against the City related to Johnson's employment with the City that accrued prior to the Effective Date of this Agreement, except those claims which are not waived as set forth Paragraph 1 above.

3. CONSIDERATION.

The Parties mutually agree that full and fair consideration has been provided for each Party's obligations in this Agreement.

In consideration of the execution of this Agreement and the covenants and releases provided for herein, City shall provide total consideration to Johnson in the gross amount of \$175,000.00 ("Settlement Amount"), \$174,900.00 of which represents consideration for Johnson's claim for disability pension benefits and \$100.00 of which represents consideration for the release of all other claims arising from Johnson's employment, except those claims which are not waived as identified in Paragraph 1 above. The Parties agree that the gross amount of \$175,000 shall be paid on or before June 30, 2026.

Johnson understands and agrees that he will pay any federal, state, or local taxes due from him on the payments made above.

4. RETIREMENT ACCOUNT

The Parties mutually agree that Johnson will take full ownership of all funds in his retirement account (hereinafter "Retirement Account"), which consists of both employee and employer contributions, and that he may take such actions and exercise such options with respect to the Retirement Account that are permitted by law.

5. CITY GROUP HEALTH PLAN

The Parties mutually agree that Johnson shall discontinue participation in the City's group health plan for himself and his family on June 30, 2026.

6. NO REAPPLICATION

The Parties mutually agree that Johnson's separation from the City is final. Johnson agrees not to seek employment with the City in the future and waives any claim arising from the City's decision not to consider him for future employment. The Parties mutually agree that if Johnson applies or otherwise seeks employment with the City in the future, such application may be rejected without further review and that the City has no obligation to reemploy Johnson.

7. ATTORNEY FEES; COSTS.

All Parties to this Agreement shall bear their own attorney fees and costs. No claim shall be made against any other party to this Agreement for attorney fees and costs, including court costs, statutory fees, expenses, and/or costs to which they may have been entitled. The Parties agree that there is no allocation of settlement funds for medical expenses.

8. NO ADMISSION OF LIABILITY.

Nothing contained in this Agreement or any actions taken in furtherance of this Agreement shall constitute or be deemed or construed as an admission of liability or wrongdoing by either Party in connection with any matters related to Johnson's employment with the City. Any such alleged liability or wrongdoing is expressly denied by all the Parties. This Agreement shall not be used as an admission or evidence of wrongful conduct or in any other case or dispute involving the City, the City's Council members, officers, directors, affiliates, partners, agents, servants, representatives, attorneys, or employees in their official or individual capacity. Both Parties expressly deny any liability or wrongdoing.

9. WARRANTY OF CAPACITY.

The Parties represent and warrant that they have the right and authority to execute this Agreement and to receive or provide the considerations specified in it; that no other person or entity has any interest in the claims, demands, obligations and causes of action released in this Agreement; that the Parties have not sold, assigned, transferred, conveyed or otherwise disposed of any claims, demands, obligations and causes of action or controversy released in this Agreement; and that there are no other persons or entities who now have or may hereafter acquire the rights of the Parties to proceed on any action, claim, demand, cause of action arising out of or relating in any manner whatsoever to the claims and demands and obligations released in this Agreement. Johnson represents and affirms that he is not involved in a bankruptcy currently or at any time during his employment with the City, and that there are no orders entitled anyone else to the proceeds or liens against the proceeds.

7. ACKNOWLEDGEMENTS.

The Parties declare and acknowledge that the terms of this Agreement have been read and understood; that the Parties have been or have had the opportunity to be represented by their attorneys with regard to the execution of this Agreement; and that the Parties execute this Agreement voluntarily after consultation with attorneys and without being pressured or influenced by any settlement or representation made by any person acting on behalf of any other party.

10. FURTHER ASSURANCES.

The Parties will execute and deliver any additional documents and will take further actions as may be necessary or desirable to effectuate and carry out the terms of this Agreement. Any additional documents shall be in form and substance as may be reasonably agreed upon by the Parties, and any further actions shall be as may be reasonably requested by the other parties to this Agreement.

11. BINDING EFFECT.

This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors, purchasers, assigns, heirs, and survivors.

12. COMPLETE AGREEMENT.

This Agreement constitutes and represents the entire agreement regarding the claims released in this Agreement between the Parties and supersedes all prior and contemporaneous agreements, negotiations, representations, warranties, and understandings of the Parties regarding the claims released in this Agreement. Nothing in this Agreement shall release or impair the rights of Johnson to payment for Worker's Compensation benefits as set forth in a separate Release of Liability that has been or will be filed with the Nebraska Workers' Compensation Court.

13. AMENDMENTS; WAIVER.

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any provisions of this Agreement shall be deemed or constitute a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless set forth in writing signed by the party making the waiver.

14. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable on any occasion or in any circumstance, such holding shall not be deemed to render this Agreement invalid, or unenforceable, and to that extent the provisions of this Agreement are severable; provided, however, that this provision shall not preclude a court of competent jurisdiction from refusing to sever any provision if severance would be inequitable to the Parties.

15. INTERPRETATION; CONSTRUCTION.

Should any provision of this Agreement require interpretation or construction, this Agreement shall be interpreted and construed without any presumption that the provisions of this Agreement should be construed against the party which itself or through its agents or attorneys prepared this Agreement.

16. ENFORCEMENT OF AGREEMENT.

The Parties intend for this Agreement to be performed and enforced fully according to its terms. Upon any breach of this Agreement, the nonbreaching party shall be entitled to seek to enforce this Agreement pursuant to applicable law or equity.

17. CHOICE OF LAW.

Except with respect to any choice of law provisions, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nebraska.

18. EXECUTION OF CONTRACTS.

This Agreement may be executed in one or more counterparts, all of which together shall be one instrument and all of which shall be considered duplicate originals. Facsimile copies, electronic signatures by Docu-Sign or similar service, and photocopies of the Parties' signatures of this Agreement shall be valid and enforceable to the same extent as original signatures.

19. IMPROPER LEGAL ACTION.

The Parties agree that in the event Johnson files any claim, lawsuit, or proceeding regarding any of the claims released in this Agreement or to rescind any provisions of this Agreement, he will be required to immediately return any and all amounts previously paid by City pursuant to the terms of this Agreement.

20. INFORMED AGREEMENT.

Johnson represents and agrees that he: (a) may take up to twenty-one (21) days to review and consider the terms of this Agreement before signing it (the "Consideration Period"); (b) he has fully read this Agreement and understands it; (c) he has been given an opportunity to discuss and negotiate the terms of this Agreement; (d) by signing this Agreement, he has been advised and recommended to consult with an attorney before signing this Agreement and he has been represented by counsel throughout these negotiations; (e) he understands that the Agreement does not waive any claims arising after the Effective Date of this Agreement; and (f) he understands and fully agrees to the provisions of this Agreement, and signs this Agreement knowingly, voluntarily, and without coercion. Johnson further acknowledges that he may execute this Agreement in fewer than twenty-one (21) days after his receipt of this Agreement, but agrees that such execution will represent his knowing waiver of the Consideration Period.

21. EFFECTIVE DATE.

The Effective Date of this Agreement shall be the date that the Agreement is fully executed by both Parties. The Parties further agree and acknowledge that this Agreement shall not be effective and is void unless Johnson signs the Agreement, and that Johnson shall have the right to revoke this Agreement by providing a written or hand-delivered notice to the City Administrator, 1500 Wall Street, Bellevue, NE 68005, within seven (7) days after he signs this Agreement. If this Agreement is not signed, or if this Agreement is signed but revoked by Johnson, then Johnson agrees and acknowledges that City shall make no payments under this Agreement.

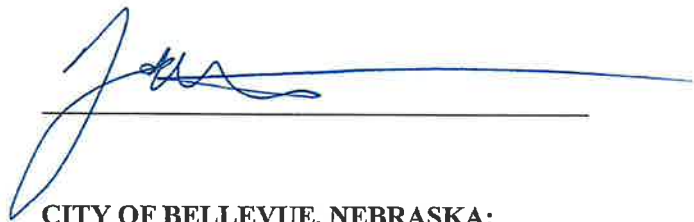
IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties.

EARL JOHNSON:

BY:  _____

Date  _____

Approved by Attorneys for **EARL JOHNSON:**



CITY OF BELLEVUE, NEBRASKA:

BY: _____

Date _____

Approved by Attorneys for **CITY OF BELLEVUE, NEBRASKA:**

May 28th, 2026

Administration

- NC3 project – Working with State, Federal and private on financial obligations and securing design plans from HDR.
- United Cities weekly meetings.
- Marketing meeting with Heartland Marketing.
- Meeting with Mike Kaufman CBRE to discuss land sales and potential prospects.
- Met with Agency responsible for Carriage Cleaners site clean-up.
- Met with Deb Reiner – museum.
- Meeting regarding Bellevue Housing authority status on audits.
- CEAB Negotiations
- IAFF Negotiations.
- SDLEA meeting
- MAPA Board meeting
- Downtown development discussion
- BPMA Negotiation.

Permits:

- Single Family Residential permits issued April 2026: 9
- April Inspections performed: 832

Planning:

- Conducted a pre-app for 36th/Capehart project
- Conducted interviews for the Active Mobility Plan
- Conducted a pre-app for Olde Towne development project

Public Works(See Attached)

Library: (See Attached)

Fire: (See Attached)

Police (See Attached)

Finance(See Attached)



We Influence The World!

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

Public Works Director's Report

May 28, 2026

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Public Works Administration:

- Working with Consultant to develop PW Dept Strategic Plan
- Closing out 2025 Project, Programming and bidding and designing 2026 Projects
- Reviewing and preparing projects for 2026/27 Budget Year
- Reviewing various Traffic concerns

Engineering:

- Various project management projects
 - 2026 Concrete Rehab Projects
 - Mission Ave Streetscape Project
 - Haworth Park and Bluff Street Lift Station Project
 - South Sarpy Lift Station/Sewer Project
 - Various Traffic Studies
- Planning and P&I plan review as needed
- Projecting 2026 Projects and getting Proposals for Engineering work

Parks & Recreation:

- Beginning Spring and Summer Programs
- Playground Inspections and Mulching
- Tree Trimming and Removal as Needed
- Mowing and Spraying Parks
- Beginning Summer Maintenance season

Street Maintenance:

- Repairing signs and facilities damaged in recent windstorms
- Pothole repairs
- Sign and signal repairs
- Concrete repair work
- Crack Sealing
- Street Sweeping

Waste Water:

- Jetting
- Lift station inspections
- Projects let and awarded
 - CIPP Construction Work mostly completed
 - Bluff Street Lift Station nearing completion
 - Haworth Park Lift Station nearing completion
 - Quail Creek Lift Station under construction
- Prevent maintenance on vehicles

Fleet:

- Typical City vehicle maintenance
- Annual Maintenance of warm weather equipment
- Assisting departments in purchasing of Capital funded vehicles
- PM work on mowing equipment and trailers
- Misc. Fabrication projects

Building Maintenance:

- Misc Painting jobs
- Typical maintenance all city facilities
- All pools splash pads and restrooms open for the summer



We Influence The World!

City of Bellevue Library

2206 Longo Dr., Suite 100 • Bellevue, Nebraska • 68005 • 402-293-3157

M e m o

To: Jim Ristow, City Administrator

From: Julie Dinville, Library Director

Date: 5/27/2026

- The library's door count for Tuesday, May 12 – Primary Election Day – was 976. This was the first time the library had served as a polling site since moving operations to 2206 Longo Drive. The library opened for business an hour early (at 8 a.m.) to better accommodate the election process, and staff remained in the building until the vote counting process by election workers was completed.
- The Bellevue Public Library Advisory Board met for their regular monthly meeting on Wednesday, May 20. Among the agenda items, the Board heard a preview of the 2026 Summer Library Programs (SLPs) from Crystal Anderson, Teen Librarian, Danielle Ziegenhorn, Children's Librarian, and Michelle Bullock, Head of Youth Services. All Youth SLPs will be held from June 1 to July 31. All programs include reading challenges as well as many other activities. The theme of the SLPs for children Ages 0 through Grade 6 is "Mythical Creatures & Legends," and the theme for the teen program is "Read Between the Realms."
- With only a few days remaining in the 2026 Adult Reading Program, registrations for participation have already exceeded the record-breaking number of the previous year. The program ends on May 30th. Activities in this final week included a Floral Design Class and Plant Swap on Tuesday; Cupcake Diamond Art on Wednesday; Stories & Verse: A Spoken Word Competition on Thursday; and a Spelling Bee and Ring of Flutes concert on Saturday.
- An open house was held Tuesday, May 13, to celebrate Barb Farrell's retirement as secretary/office manager at the library. Barb served for five years at the library, supporting staff and the library in many capacities, including serving as adult volunteer coordinator. She played a key role in helping with fundraising during the new building project and in managing the installation of the new, larger aquarium. Staff, family, friends and several volunteers were on hand to wish her well.
- The library has a new collection for children with the addition of Tonies audio devices. There are currently 17 kits and two Tonieboxes available for checkout. A Toniebox is a wireless, child-friendly audio device, that is designed to help kids play and learn independently. The Toniebox has no hard corners and is covered in a layer of foam, so it's soft and a bit squidgy. As well as being safe for kids to operate, it's also robust enough to withstand active use. Tonie figures attach to the top of the boxes and play stories and songs. The Tonies were suggested by Library Board Member Erin Holmes, who also donated figures to the collection.
- The Friends of the Bellevue Public Library have again purchased four Bellevue Pool Passes for families to use as part of the library's Leisure Pass services. In the past year, the Friends have supported the library by purchasing over \$2,000 in memberships to Leisure Pass organizations (e.g., Fontenelle Forest, Durham Museum, etc.).



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 5/24/2026

A. General Items:

- QA/QI
- UL pump testing
- Protocol exam for one new paramedic this week to get them on ALS probation
- Stroke Committee Meeting with BMC next week
- 2 yearly anniversary meetings with paramedics in the next two weeks
- National Disaster Management Committee Meeting next week
- Working on budget items

B. Training:

- In the middle of the third wave of tech rescue.
- Continue boat training on the river.
- Teaching lifeguard CPR for city pool employees.
- Fire attack extinguishing agents.

C. Inspections , Fire Prevention and Public Education

Plan Reviews:

- Fire alarm plan review 15575 Bayfront Blvd.
- Fire alarm plan review 1002 W. Mission.
- Revised plan review 2904 Samson Way.
- Plan review 14102 Williamsburg Ct.
- Fire alarm plan review 2500 BMC Dr.
- Fire alarm plan review 2009 Franklin St.
- Plan review 4908 Robin Dr.
- Plan review 13611 Fort Crook Rd.



City of Bellevue

Fire Department

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Fire Prevention/Public Education:

- 4 New Smoke and CO detector installs
- 2 Detector battery replacement encounters for elderly citizens
- 2 Whole house detector swap outs.
- 5 Fire Dept visit for events
- 4 Station Tours
- 3 Educational School Visits
- 9 Required School Fire Drill Audits

D. Calls: April 30th through May 25th

Fire – 92

Rescue – 424

E. Ambulance Billing

April 1-30-2026

\$ 368,621.80 in claims sent to health insurance companies April 1 - 30, 2026 (418 insurance claims).

<\$165,879.81> approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of \$368,621.80)

=====

\$ 202,741.99 the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$142,980.85 deposited into the bank April 1 - 30, 2026

9,762.87 additional revenue in Credit/Debit/HSA card payments

=====

\$152,743.72 TOTAL April 1 - 30, 2026 rescue fee revenue





City of Bellevue

Fire Department

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\$275,400.53 This figure represents the total “patient responsibility” balance due, as of 03.31.2026, for the past 30-180 days.

F. Manpower Report Staffing

Staffing Report from 4/27/2026 through 5/3/2026

Monday	AM	E1, T21, E41, T31	3 Person	
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E41, T21,T31	3 Person	
Wednesday	PM	T21	3 Person	
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	E1, T21	3 Person	
Friday	PM	E1, T21	3 Person	
Saturday	AM	T21, T31 3 Person	E41 Closed	
Saturday	PM	T21, E41	3 Person	
Sunday	AM	T21,T31,E41 3 Person	E1 Closed	No Batt 1
Sunday	PM	T31, E1	3 Person	

Staffing Report from 5/4/2026 through 5/10/2026

Monday	AM	Full		
Monday	PM	Full		
Tuesday	AM	E1, T21, E41, T31	3 Person	
Tuesday	PM	E1, T21, E41, T31	3 Person	
Wednesday	AM	E1, T21	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1	3 Person	
Thursday	PM	Full		
Friday	AM	E1, E41	3 Person	
Friday	PM	E1, E41	3 Person	
Saturday	AM	E1, T31	3 Person	
Saturday	PM	E1, T31	3 Person	
Sunday	AM	E1, T21, E41, T31	3 Person	
Sunday	PM	E1, T21, E41, T31	3 Person	



City of Bellevue

Fire Department

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Staffing Report from 5/11/2026 through 5/17/2026

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	E41, T21	3 Person
Wednesday	PM	E41, T21	3 Person
Thursday	AM	Full	
Thursday	PM	Full	
Friday	AM	E41, T21, T31	3 Person
Friday	PM	E41, T31, E1	3 Person
Saturday	AM	E1, T21, E41, T31	3 Person
Saturday	PM	E1, T21, E41, T31	3 Person
Sunday	AM	E1, T21, E41, T31	3 Person
Sunday	PM	T21, E41, T31	3 Person

Staffing Report from 5/18/2026 through 5/24/2026

Monday	AM	Full	
Monday	PM	E1	3 Person
Tuesday	AM	E1, T21, T31, E41	3 Person
Tuesday	PM	Full	
Wednesday	AM	E1, T21, E41	3 Person
Wednesday	PM	E1, T21, E41	3 Person
Thursday	AM	E1, T21, T31, E41	3 Person
Thursday	PM	E1, T21, T31, E41	3 Person
Friday	AM	Full	
Friday	PM	Full	
Saturday	AM	E1, T21, T31, E41	3 Person
Saturday	PM	E1, T21, T31, E41	3 Person
Sunday	AM	E1, T21, T31	3 Person
Sunday	PM	E1	3 Person

BELLEVUE POLICE DEPARTMENT

MEMORANDUM

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: May 2026 Directors Report

DATE: May 28, 2026



- 5/05 – City Council Meeting (Jashinske)
- 5/12 – Meeting with BPOA Board
- 5/19 – City Council (Kirwan)
- 5/20 – Washington and American Heroes Park Planning Meeting
- 5/22 – SDLEA Graduation
- 5/27 – Meeting with Lt. Col. Ferguson 55th SF
 - MCC Meeting
 - UNO / NDOT Traffic Data Subcommittee Meeting
- 5/28 – Teen Academy Graduation

Financials

The City's Forecast for the 2025-2026 Budget Year, as of April 30, 2026, remains the same as last month, indicating higher overall revenues although Sales Tax, Occupation Tax and other service revenues lagging budgeted amounts. Highway Allocation bond proceeds more than make up the revenue shortfall. Expenditures are expected to be slightly better than budget.

City of Bellevue**2025-2026 Forecast as of April 30, 2026**

	Budget	Preliminary Forecast	Better / (Worse)
Fund Balance (Cash) at 9/30/2025	\$ 45,632,077.25	\$ 52,673,782.19	\$ 7,041,704.94
Plus: FYE2026 Revenues	\$ 197,094,581.00	\$ 203,280,749.00	\$ 6,186,168.00
FYE2026 Total Resources Available	\$ 242,726,658.25	\$ 255,954,531.19	\$ 13,227,872.94
Less: FYE2026 Expenditures	\$ 197,094,581.00	\$ 197,094,581.00	\$ -
Forecasted Balance of Cash Reserves at 9/30/2026	\$ 45,632,077.25	\$ 58,859,950.19	\$ 13,227,872.94

The City currently has \$131,590,000 of outstanding debt (bonds). Of that amount, \$58,790,000 is related to the Bellevue Bay Waterpark project.

Debt at 3/31/2026Outstanding Principal

Wastewater Debt (Principal)	730,000.00	
General Obligation Bond Fund Debt (Principal)	47,330,000.00	
General Fund Debt (Principal)	24,740,000.00	
Total Debt of City excluding Waterpark Debt	72,800,000.00	1.13% of valuation
Waterpark Debt (Principal)	58,790,000.00	
Total City of Bellevue Debt (Principal)	131,590,000.00	2.03% of valuation

The City has the following cash balances as of 5/28/2026:

	<u>5/28/2026</u>	<u>5/28/2025</u>
Cash & Cash Equivalents		
General Fund	\$ 35,201,485.51	\$ 35,534,061.27
Solid Waste	\$ 86,351.87	\$ -
Wastewater	\$ 6,885,001.27	\$ 5,359,877.35
Medical Self Funding	\$ 1,387,346.25	\$ -
Community Betterment	\$ 4,449,940.76	\$ 3,331,991.82
Economic Development	\$ 3,219,996.29	\$ 3,129,852.95
Community Development	\$ 127,599.19	\$ 150,155.09
Law Enforcement Trust	\$ 199,853.78	\$ 25,910.42
Federal Forfeitures	\$ 66,013.19	\$ 94,348.06
Debt Service Fund	\$ 14,619,631.77	\$ 10,147,273.52
Total Cash & Cash Equivalents	\$ 66,243,219.88	\$ 57,773,470.48