

Bellevue City Council Meeting

Tuesday, June 16, 2026 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE

2. INVOCATION - Reverend Martha Slocombe, First Presbyterian Church of Bellevue, 1220 Bellevue Blvd. South.

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) Acknowledge receipt of the April 14, 2026 Tree Board Minutes.
2. (P) Acknowledge receipt of the May 28, 2026 Planning Commission Minutes.
3. (P) Approval of the June 2, 2026 Board of Equalization (BOE) Minutes.
4. (P) Approval of the June 2, 2026 City Council Minutes.

6. APPROVAL OF CLAIMS - June 16, 2026

7. SPECIAL PRESENTATIONS: NONE

8. ORGANIZATIONAL MATTERS:

a. (P) Recommend the following re-appointments to the Tree Board Committee serving four-year terms as specified — Scott Evans, ending May 2030; Deborah Woracek, ending May 2030; Robert Clatterbuck, ending April 2030; and Kay Hegler, ending May 2030.

9. APPROVED CITIZEN COMMUNICATION: NONE

10. LIQUOR LICENSES: NONE

11. ORDINANCES FOR ADOPTION (3rd reading): NONE

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

13. ORDINANCES FOR INTRODUCTION (1st reading):

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

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

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

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

15. RESOLUTIONS: NONE

16. CURRENT BUSINESS:

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

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

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

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

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

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

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

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

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(June report will be attached to July 7th meeting)**

18. CLOSED SESSION:

19. ADJOURNMENT



City of Bellevue
Tree Board Minutes
April 14, 2026

Attendance – Members present were Don Preister (by speaker phone); Tom Mruz; Scott Evans, Kay Hegler; Nancy Scott; and Deborah Woracek. Kathy Radosta and Rob Clatterbuck were excused. Tom Mruz presided at the meeting

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

Approve Minutes of March 10, 2026, meeting Scott Evans made a motion to approve the minutes of the March. 10, 2026, meeting, Don Preister seconded the motion. All present approved. **Deborah will send them to the City of Bellevue to be filed.**

Park report –Jim Shada was not present at the meeting. Deborah read the email that Jim Shada had sent to the Board. The email listed what the Parks Staff have been doing in our parks. She repeated the email as some members are not getting all our emails. **Deborah will send an email to invite Jim to any upcoming meetings.**

Old Business:

Tom reported about the day of mulching held at Mason Park. Nancy said more work needs to be completed there. Deborah reported that a new pile of mulch was put at the park. Kay warned about placing too much mulch, particularly with any trees in the area.

Nancy will contact us about a date to meet and continue mulching Mason Park. Don will line up more volunteers to help with this event.

Arbor Day – Don announced Friday, April 24th as the date for our Arbor Day tree planting at Leonard Lawrence School. The event will be held at 9:30. Don will tell us more details later.

Per Don Preister's request, Kay announced she has talked to Wake Robin's Principal, and they want a tree as well. She stated the school has a plan for watering the new tree during this summer. No date for this planting has been made yet, but it will probably be the last week of April or the first week in May. Kay, also, has connected with Logan Fontenelle's Principal and he would prefer to do a planting of a blooming native tree to replace a dead tree in September. The principal would like to have us work with the Garden Club at that school. Serviceberry or Juneberries were discussed as possible trees. **Don will send the list of available native trees to Kay for Leonard Lawrence school to choose.**

Earth Day – Kay brought a large bag containing all the needed supplies for our table at Bellevue's Earth Day celebration. It will be held at Bellevue University on April 19 from 12:30 – 4pm. Don will be there to help set up the table at 11:30. **All thanked Kathy and Kay for the work they have done to get us ready for these events.** Kay and Deborah will be at the Bellevue Public Library on the same day and at the same time with a duplicate table of information, stickers, and replacement towels for paper towels. Kay showed the Board examples of the towels that she made. She and Kathy made several sets to be given away at our events.

Omaha Earth Day will be held on Saturday, April 25th in Elmwood Park. Don will be there to help Tom set up the Tree Board table. Kay will be at the event from 1:30 until 4:30. Nancy will be out of town. Kathy has said that she will attend the event and Deborah is tentatively going to the event.

Stickers or door prizes – Deborah showed the 250 stickers that she purchased for the Bellevue Library event and reported that Kathy had purchased about 300 for the Bellevue Earth Day event. Any leftover stickers will go to Elmwood Park for the Omaha Earth Day event

Deborah invited the Board members to consider attending a forest bathing event at Fontenelle Forest. She said the staff now includes a Reiki participant who will plan more of these rejuvenating events in the future.

Clean up days & mulching days – Nancy will set up another day to finish Mason Park and Don will line up more volunteers to help with this project. **It was decided to tentatively meet on May 2 from 9-12.**

Bellevue 411 articles – Tom thanked Scott for turning in the Bellevue 411 articles to be published on social media. Scott asked if he could use some about perennials or if the articles could only be about trees. **He was told that perennials would work for some**

articles. He will also recycle a previous one about Oak wilt and how to prune for it.

Election of officers – Don asked if Tom would agree to run for President. Tom said yes. Don then asked for options. He also asked if Deborah was willing to be considered for Secretary again. She said yes. Don asked who might be interested in serving as Vice President. Deborah nominated Nancy for that office. Don made a motion that the named roster of officers be accepted. Scott seconded the motion. All present voted and it was passed. The ‘new’ officers are Tom Mruz, President; Nancy Scott, Vice President; and Deborah Woracek, Secretary.

New or returning Board Members - Kay suggested we search for some young members to join the Board. **Scott said he would tell Master Gardeners that we are currently looking for new members.** Kay mentioned younger members who work full-time might prefer evening board meetings.

Renewing the Board to the City Council – Don asked which members need renewing this year and Deborah looked up the information. Scott Evans, Rob Clatterbuck, and Deborah Woracek have terms that will expire. **Don will ask the city Council to renew their terms for another 2 years.**

LIDAR webinar review – Don asked for input about this software to help with our Tree Plotter software for our tree inventory. Not all members have seen the webinar so this was tabled until our next meeting.

Tree City USA Growth Award status – Don announced that we were awarded both the Tree City USA and The Growth Award for last year. He said the packet has been sent to Jim Shada at the Parks Department.

New Business

American Reforestation Initiative tree give-away – Don announced the 3 trees left from the first give away went to our Veteran’s Home. Don asked if anyone could go to the up-coming **event to be held at Subaru on May 9 at 9am to have an information table there. Kay volunteered to be at that event.**

Tree Festival – Due to our busy schedules, it was decided to table the Tree Festival and Give Away. Don reminded the Board this would be an event for late September or early October in 2026 or 2027. It was agreed by all to table the discussion until more information about the available grant money and other information is known. Nancy does not want this event to be overlooked.

After a short discussion, it was decided **not to have a meeting in May.** Deborah reminded all present that we will meet in the new room by the City Clerk’s office. Scott made a motion and Nancy seconded that the meeting be adjourned. All were in favor.

Our next meeting will be on June 9, 2026, at 9am in the new meeting room near the city Clerk's office.

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

Tentative agenda for June 9, 2026

Attendance

Volunteer Hours to Deborah

Approve Minutes of April 14, 2026, meeting

Parks Report – Jim:

Tree watering:

Old Business

Bellevue 411 – articles

Tree Festival/Memorial Forest update

Recap Earth Day Events

Recap Arbor Day Plantings

Tree Inventory

Winter Projects ideas/ needs

Tree City USA Workshop

New Business

Arrows to Aerospace Parade

MINUTE RECORD

Bellevue Planning Commission Meeting, May 28, 2026, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, May 28, 2026, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Yoder, Hankins, Ackley, Aerni, Bennett, and Lasenburg. Absent were Commissioners Taylor-Jones and Perrin. Also present was Tammi Palm, Planning Director, and Angela Curry, Assistant Planning Manager.

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

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

Motion was made by Ackley, seconded by Bennett, to approve the minutes of the April 23, 2026, regular meeting as presented. Upon roll call: Bennett, Hankins, Yoder, Ackley, and Lasenburg voted yes; Aerni abstained. Motion carried.

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

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

The following item was on the consent agenda.

Request to final plat Lot 1, Roth's Anderson Grove, Replat 1, being a platting of Lot 1, Roth's Anderson Grove, and Tax Lot 18A1B2B, Except Right-of-Way, located in the Northeast 1/4 of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Foundations Development, LLC. General Location: NW Corner of S 36th St & Granada Pkwy. Case # S-2604-08.

There was no one present to speak in favor of, or in opposition to this request.

Motion was made by Aerni, seconded by Yoder, to approve the consent agenda items as presented. APPROVAL based on conformance with the preliminary plat. Upon roll call, all present voted yes. Motion carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on June 16, 2026.

Hankins explained the public hearing procedures.

Lisa Taylor-Jones entered the City Council Chambers at 6:06pm.

PUBLIC HEARING was held on a request to amend the Future Land Use Map from undesignated to Industrial for Parcel ID #'s 010469133, 011083255, and 011083263. Applicant: Horse Creek Farms.

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

Curry stated the request before the Commission was submitted by Horse Creek Farms to amend the Future Land Use Map for three properties. The first parcel consists of approximately 474.2 acres and is located south of La Platte Road along the Highway 34 corridor. The second parcel consists of approximately 184.89 acres and is located south of La Platte Road near the Highway 34 corridor. The third parcel consists of approximately 92.32 acres and is located south of Highway 34 and west of Harlan Lewis Road. The amendment would designate all three parcels as Industrial on the Future Land Use Map. Curry explained the current Future Land Use Map was adopted as part of the Comprehensive Plan update in December 2024. The subject properties were not designated for industrial development at that time because no pending development potential had been identified. She noted the Comprehensive Plan's Industrial designation does not distinguish between Light Industrial and Heavy Industrial uses, and that any such distinction would be determined through future platting and zoning processes. Under the previous Comprehensive Plan, Light Industrial uses were generally located adjacent to the Highway 34 corridor, while Heavy Industrial uses were located farther away from the corridor.

Curry stated development requests along the Highway 34 corridor have increased since adoption of

MINUTE RECORD

Bellevue Planning Commission Meeting, May 28, 2026, Page 2

the Comprehensive Plan, resulting in anticipated growth and increased demand for infrastructure improvements and service extensions, some of which are already in the planning stages.

Curry noted the southern borders of two of the subject parcels are currently located outside the City's extraterritorial jurisdiction (ETJ). She stated the city is in the process of requesting that Sarpy County cede jurisdiction of the southern portion of those parcels. This will assist the property owner in facilitating development. Staff recommended that any motion by the Planning Commission be contingent upon approval of an ETJ boundary amendment. She further stated this request would not proceed to City Council for action until such time an ETJ boundary amendment is approved.

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

Ackley asked staff whether the ceding of jurisdiction would require public hearings before Sarpy County or if it was primarily an administrative matter. Palm stated the request would have to be placed on the Sarpy County Board agenda. She explained the City Council had previously approved a resolution requesting that Sarpy County cede jurisdiction of the subject property. The request is currently under review by county staff and legal counsel and will be considered by the County Board for approval or denial. If approved, the city will proceed with an ordinance amending the ETJ boundary. Palm noted the ordinance process requires three readings.

Palm stated bringing the entirety of the property under a single jurisdiction would allow the owner to proceed with future platting and zoning actions. She noted the majority of the parcels are already within the City's jurisdiction and that extending the ETJ boundary to include the remaining portions is consistent with the City's two-mile jurisdictional area.

Jim Esch, 2453 S. 191st Circle, Omaha, Nebraska, was present on behalf of the applicant. Esch explained two of the properties were the former PCS Nitrogen plant, and that they acquired the property approximately three years ago. He stated the applicant sees significant potential for industrial development of the site and has been engaged in discussions regarding a variety of development opportunities, including rail yard-related uses. Esch expressed enthusiasm for the project and offered to answer questions from the Commission.

Yoder asked staff whether the proposed industrial designation would be classified as Light Industrial or Heavy Industrial. Palm explained the Comprehensive Plan designates the property simply as "industrial" and does not distinguish between light and heavy industrial uses. She stated those determinations would be made through future zoning and platting actions. Palm noted the previous Comprehensive Plan generally envisioned light industrial uses adjacent to the Highway 34 corridor and heavy industrial uses farther from the corridor. She stated that such an arrangement still appears appropriate and would be evaluated during the rezoning process.

Yoder asked whether light industrial zoning adjacent to Highway 34 would allow uses such as truck stops. Palm responded that it would.

Aerni asked why a 51-acre parcel located north of Highway 34 was not included in the request. Palm explained that the parcel north of Highway 34 is already designated on the Future Land Use Map and that the current request only involves the undesignated properties located south of Highway 34.

MOTION was made by Ackley, seconded by Bennett to recommend APPROVAL of a request to amend the Future Land Use Map from undesignated to Industrial for Parcel ID #'s 010469133, 011083255, and 011083263. Applicant: Horse Creek Farms. APPROVAL of the amendment as presented. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on July 7th, 2026.

Palm clarified the July 7th date is being used as a placeholder and noted that no action could be taken until Sarpy County has acted on the request to cede jurisdiction, and the city has completed the necessary ETJ boundary amendment process. She stated the resolution is currently under review by Sarpy County and staff have not yet received information regarding when the request will be placed on the County Board agenda. Palm stated she would keep the applicant informed as additional information becomes available.

Esch thanked the Commission for their time and consideration.

MINUTE RECORD

Bellevue Planning Commission Meeting, May 28, 2026, Page 3

PUBLIC HEARING was held on a request to rezone Lot 1, Quail Crossing Replat 1, being a replat of Lots 6, 7, and Outlot A, Quail Crossing, from BG & RG-20 to RG-20-PS for the purpose of multi-family residential development, with site plan approval; and preliminary plat Lot 1, Quail Crossing Replat 1. Applicant: Quail Crossing, LLC. General Location: Southeast 45th Street and Hwy 370. Case #'s: Z-2604-03, S-2604-09.

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

Palm explained the request involves a preliminary plat and rezoning for property near Highway 370 and 42nd Street, previously reviewed by the Commission. She stated the original proposal included six commercial lots and one multifamily lot. The revised proposal would designate all property north of Shannon Drive for commercial development and all property south of Shannon Drive for multifamily residential development. Palm stated staff supports the revision, noting the proposed land use arrangement is appropriate for the site.

Palm stated that, in conjunction with the plat and zoning boundary revisions, the applicant is seeking site plan approval for a multifamily development consisting of 165 units within three buildings. The proposal includes lower-level garage parking and additional surface stall parking. She noted Public Works reviewed the preliminary grading, drainage, and utility plans and found them acceptable. Palm further stated the applicant submitted a landscape plan that meets or exceeds City requirements and, at staff's request, added landscaping along the southwest portion of the site to provide additional buffering for nearby residential properties.

Palm noted the staff report referenced Storm Water Pollution Prevention Plan (SWPPP) violations observed during grading activities on the site. She stated the developer had worked toward compliance and that the issues had been addressed to the satisfaction of the Public Works Department. Palm stated staff recommends approval based on conformance with the Zoning Ordinance, Subdivision Regulations, Comprehensive Plan as well as lack of perceived negative impact upon the surrounding area.

Jeff Stoll, 10909 Mill Valley Rd, Omaha, NE, was present on behalf of the applicant. He stated he is with E&A Consulting Group. Stoll stated the project has been before the Commission several times over the past few years. He explained that a previously anticipated commercial user had withdrawn from a purchase agreement, which led to the proposed multifamily development on the south portion of the site. Stoll noted a Magellan pipeline easement bisects the property and has significantly influenced the site design and zoning request of the Planned Subdivision (PS) Overlay. He stated the easement imposes development restrictions that limit what improvements can be constructed within the easement area. Stoll provided an overview of the proposed multifamily development, which includes 165 units consisting of 30 studio units, 51 one-bedroom units, 66 two-bedroom units, and 18 three-bedroom units. He stated the development complies with city parking requirements and offered to answer questions from the Commission.

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

Ackley complimented the applicant on the site design, noting the challenges associated with developing the parcel due to the pipeline easement. He commented favorably on the placement of the pool and clubhouse.

Yoder asked whether landscaping such as trees is prohibited within the easement area. Stoll explained Magellan restricts plants with significant root systems within the easement. He stated the easement also limits grading activities due to restrictions on the depth of cover over the pipeline. As a result, the area within the easement is largely limited to surface improvements, with the central portion of the site being utilized for a parking lot.

Palm further clarified the pipeline easement restrictions are significant and stated that the Planned Subdivision Overlay is intended to provide flexibility in situations such as this. She explained that while landscaping could not be placed within the easement area, the required landscaping was redistributed elsewhere on the site to maintain compliance with City standards. Palm stated, given the site constraints, the proposed layout represents a reasonable solution.

Hankins asked about the average depth of the pipeline beneath the site. Stoll responded the pipeline

MINUTE RECORD

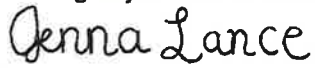
Bellevue Planning Commission Meeting, May 28, 2026, Page 4

is generally located at a depth of approximately five feet.

MOTION was made by Ackley, seconded by Lasenburg, to recommend APPROVAL of a request to rezone Lot 1, Quail Crossing Replat 1, being a replat of Lots 6, 7, and Outlot A, Quail Crossing, from BG & RG-20 to RG-20-PS for the purpose of multi-family residential development, with site plan approval; and preliminary plat Lot 1, Quail Crossing Replat 1. Applicant: Quail Crossing, LLC. General Location: Southeast 45th Street and Hwy 370. Case #'s: Z-2604-03, S-2604-09. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on July 7, 2026.

Meeting adjourned at 6:35 p.m.



Jenna Lance
Planning/Permit Technician

BOARD OF EQUALIZATION MINUTE RECORD

***5b.3
6/16/26**

Board of Equalization Meeting, June 2, 2026

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Council President Jerry McCaw, sitting as Acting Mayor, at the Bellevue City Hall at 5:00 p.m. on the 2nd day of June 2026. Present were Council Members: Don Preister, Rich Casey, Thomas Burns and Jerry McCaw; Absent: Kathy Welch and Julie Collins.

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times, and posting in two public places, the designated method for giving notice and was also given to the Mayor and all members of the City Council. A copy of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice is hereby attached to these minutes. All proceedings shown hereafter were taken while the convened meeting was open to the public.

Open Meetings Act

Council President McCaw announced that a copy of the Open Meetings Act is posted on the rear wall in the City Council Chambers.

Approval of the Agenda

Motion was made by Burns, seconded by Casey, to approve the agenda.

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

Public hearing to consider the levy of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-ups on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Council President McCaw opened the meeting for public hearing to give opportunity for individuals to speak in favor of or in opposition to the proposed liens.

With no one coming forward to speak, Council President McCaw declared the public hearing closed.

Resolution BOE No. 2026-0602-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Council President McCaw asked for a motion on Resolution BOE No. 2026-0602-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Motion was made by Casey, seconded by Preister, to approve BOE Resolution No. 2026-0602-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up, on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Roll call vote to approve BOE Resolution No. 2026-0602-01 was as follows: Preister, Casey, Burns and McCaw voted yes; voting no: none; Absent: Welch and Collins. Motion carried.

Adjournment

There being no further business to come before the Board, on motion made by Burns, seconded by Preister at 5:04 p.m., the meeting adjourned. Roll call vote was as follows: Preister, Casey, Burns, and McCaw voted yes; voting no: none; Absent: Welch and Collins. Motion carried.

Susan Kluthe, City Clerk

Jerry McCaw, Council President

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on June 2, 2026 that all 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

BOARD OF EQUALIZATION MINUTE RECORD

Board of Equalization Meeting, June 2, 2026

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

Susan Kluthe, City Clerk

A complete text of the minutes for BOE Mtg is on file & available for public inspection during regular business hours in the office of the City Clerk & is also available on the Internet at www.bellevue.net. Minutes are subject to change upon City Council approval of the meeting minutes.

MINUTE RECORD

***5b.4**
6/16/26

Bellevue City Council Meeting, June 2, 2026, Page 1

A regular meeting of the Mayor and City Council of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on June 2, 2026 at 6:00 p.m. Present were Council Members Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw. Absent: Kathy Welch.

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 Bryan Rice, Christ the King Lutheran Church, 7308 South 42nd 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 Preister, seconded by Casey, to approve the agenda.

Motion was made by McCaw, seconded by Collins, to make an amendment by changing the amount on Item 16a. to not exceed \$501,644. Roll call vote to approve the amendment was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; absent: Welch. Motion carried.

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Casey, seconded by Preister, to approve the consent agenda consisting of the following item: Approval of May 19, 2026 City Council Minutes. Roll call vote to approve the consent agenda was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; Welch: none. Motion carried.

APPROVAL OF CLAIMS:

Motion was made by Preister, seconded by McCaw, to approve June 2, 2026 Claims. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION:

Traffic on Cedar Island Road and Linda Street – Ed and Linda Veneck, 2624 Linda Street.

Mr. Edward Veneck, 2624 Linda Street, expressed his concerns with the increase in traffic and safety along Cedar Island Road and Linda Street. He submitted letters from neighbors with the same concerns. He suggested a three way stop and a speed meter in the area to detour speeding.

Police Chief Ken Clary mentioned he just emailed his patrol captain asking him to add Cedar Island south of Chandler to the police selective enforcement and to put the speed trailer in the area.

Mr. Dave Goedeken, Public Works Director, mentioned this area is either a collector street or minor arterial street which does limit the ability to put out speed tables because of the volume of traffic. He mentioned he contacted the Street Department to put out traffic counters. He explained the data the traffic counters can provide. He explained once the data is received, there will be discussion on how to proceed and where to place stop signs or the use of signs that flash when vehicles are speeding. Discussion followed.

MINUTE RECORD

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

LIQUOR LICENSES:

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. Phang as Manager; and approval of a temporary operating permit. (City Clerk)

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

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

Mayor Hike declared the public hearing closed.

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

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)

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

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

Mayor Hike declared the public hearing closed.

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

ORDINANCES FOR ADOPTION: (3rd 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 third and final time.

Mayor Hike noted an email was received from Mr. Geoff McGregor and has been added to the record.

Motion was made by Preister, seconded by McCaw, to approve Ordinance No. 4216: Request 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.

Councilman Burns requested clarification on the process. Mrs. Tamm Palm, Planning Director, explained this would require site plan approval process through the Planning Commission and City Council.

Councilman Burns confirmed the letter received was from the same gentleman who spoke at the public hearing. Mrs. Palm stated yes, he did speak at the public hearing.

Councilman Burns inquired if someone already has a storage facility if they are grandfathered. Mrs. Palm explained yes, existing self-storage facilities are grandfathered. However, if they want to expand or add additional land to their existing development it would be required to follow the process and go to City Council.

Mayor Hike commented he does not think the City Council would turn a storage facility down as long as it makes sense. They do need have some control over the remaining land that can be developed in the city.

MINUTE RECORD

Bellevue City Council Meeting, June 2, 2026, Page 3

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

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 third and final time.

Motion was made by McCaw, seconded by Collins, to approve 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 and authorize the Mayor to sign.

Councilman Burns questioned what the long-term goal or plan is for the museum.

Mr. Jim Ristow, City Administrator, explained it is to keep a museum in Bellevue and maintain the history of Bellevue.

Councilman Burns questioned if all the items are owned by the Sarpy County Historical Society would the museum be empty. He also questioned if the city would be hiring a director for the museum. He expressed concerns in the number of guests who would visit the museum. He is on board with protecting Bellevue's heritage and history.

Mr. Ristow explained the city is working with the Sarpy County Museum and having discussions with what would stay with that museum and what would go on loan to Bellevue Museum. There is a MOU being worked on with the language. There is also discussion that the director would be in charge of looking for new collections. The museum will not be empty. There is discussion on whether the building is the right place for a museum. Discussion followed on materials and vision for the museum, a director for the museum, and continued discussion with the historical society.

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

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

ORDINANCES FOR INTRODUCTION (1st reading): NONE

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS:

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)

Motion was made by Burns, seconded by Collins, to approve Resolution No. 2026-10: 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. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

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)

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

CURRENT BUSINESS:

Approve and authorize the contract 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 \$501,644.00. (Police Chief)

Motion was made by Collins, seconded by Burns, to approve and authorize the contract with Doll Construction to complete dirt work to construct berms, electrical work, and concrete work at the future

MINUTE RECORD

Bellevue City Council Meeting, June 2, 2026, Page 4

Bellevue Firearm Range in an amount not to exceed \$501,644.00. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

Approve the purchase of the surveillance system from Atronic Alarms, in an amount not to exceed \$44,792.20. (Captain Tim Melvin)

Motion was made by Casey, seconded by Preister, to approve the purchase of the surveillance system from Atronic Alarms, in an amount not to exceed \$44,792.20.

Councilwoman Collins stated she received concerns from the public on how the information would be used, privacy concerns, and if it is AI.

Chief Clary there are no privacy concerns and it is not AI. The data is collected only by the police department and only will be reviewed if there is an incident at the park. The cameras are not monitored. Chief Clary explained the footage from the park will be piped to the database of the Police Department and protected. Discussion followed.

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

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)

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

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)

Motion was made by McCaw, seconded by Collins, to approve final payment application in an amount not to exceed \$13,255.50, approve project as substantially complete, and accept final project quantities. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

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)

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

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)

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

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)

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

MINUTE RECORD

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

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)

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

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)

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

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)

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

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)

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

ADMINISTRATION REPORTS:

Comments must be limited to items on the current Reports **(May report is attached)**

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by McCaw, seconded by Burns, the meeting was adjourned at 7:00 p.m.

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

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the City Council on June 2, 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

MINUTE RECORD

Bellevue City Council Meeting, June 2, 2026, Page 6

body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

MINUTE RECORD

6.
6/16/2026

CLAIMS FOR 2026/06/16 COUNCIL MEETING

PAGE 1

CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	2026/04/20-05/19 COPIER EXPENSE	121.04
HARRISON JOHNSON	REIMB PER DIEM FOR ICSC CONFERENCE	238.00
OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	401.44
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	85.26
US BANK VOYAGER FLEET SYSTEMS	2026/04/30M FUEL PURCHASES	97.80
		\$ 943.54

CITY COUNCIL

UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	28.42
		\$ 28.42

LEGAL

NEBRASKA.GOV	INV# 9445790-JUSTICE CASE LISTINGS	8.00
OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	70.84
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	85.26
		\$ 164.10

CABLE ADVISORY

OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	354.22
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	56.84
		\$ 411.06

CITY CLERK

CAPIAL BUSINESS SYSTEMS, INC	2026/04/26-05/25 COPIER EXPENSE	171.80
OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	613.97
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	56.84
		\$ 842.61

FINANCE/RISK MANAGEMENT

CAPITAL BUSINESS SYSTEMS, INC	2026/04/20-05/19 COPIER EXPENSE	241.55
CAPITAL BUSINESS SYSTEMS, INC	2026/04/21-05/20 COPIER EXPENSE	16.23
HANEY SHOE STORE	SAFETY BOOTS-J HURTT	145.99
OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	519.52
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	303.54
		\$ 1,226.83

LIBRARY

BOOKPAGE	2026/07/01-2027/06/30 SUBSCRIPTION	1,584.00
CAPITAL BUSINESS SYSTEMS, INC	2026/03/02-06/01 COPIER EXPENSE	594.88
COX BUSINESS SERVICES	2026/04/09-05/08 MONTHLY SERVICE	510.99
COX BUSINESS SERVICES	2026/05/09-06/08 MONTHLY SERVICE	604.99
COX BUSINESS SERVICES	CREDIT FOR NOV/DEC 2025	-840.06
INGRAM LIBRARY SERVICES LLC	BOOKS	3,112.35
MATRIX BUSINESS SYSTEMS INC	2026/05/01-05/30 COPIER EXPENSE	17.70
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	255.78
		\$ 5,840.63

ADMINISTRATIVE SERVICES/PERSONNEL

BENEFIT PLANS	2026/03/31Q ANNUAL PLAN FEE	1,159.37
INDUSTRIAL ORGANIZATIONAL SOLUTIONS, INC	FIRE DEPT WRITTEN PROMO TESTING MATERIALS	7,980.00
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00

MINUTE RECORD

CLAIMS FOR 2026/06/16 COUNCIL MEETING

PAGE 2

ADMINISTRATIVE SERVICES/PERSONNEL (CONT'D)

INTEGRATED CARE, LLC	2026/05/31, MEDICAL TESTING	1,220.00
NEBRASKA DEPARTMENT OF LABOR	2026 Q1 UNEMPLOYMENT	6,649.27
OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	401.44
OMAHA PUBLIC POWER DISTRICT	2026/04/21-05/20 MONTHLY SERVICE	222.75
SIMPLIVERIFIED, LLC	2026/05/31M BACKGROUND CHECKS	1,641.50
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	227.36
US BANK VOYAGER FLEET SYSTEMS	2026/04/30M FUEL PURCHASES	1,987.84
		\$ 21,419.53

CODE ENFORCEMENT

CROW LAWN CARE LLC	2026/05/28 CODE ENFORCEMENT CLEANUP	3,700.00
OFFUTT COLLISION REPAIR CENTER	BODY REPAIR TO C5 VEHICLE	1,702.32
OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	144.54
PAPILLION SANITATION	2026/04/28 CODE ENFORCEMENT CLEANUP	383.47
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	198.94
US BANK VOYAGER FLEET SYSTEMS	2026/04/30M FUEL PURCHASES	886.45
		\$ 7,015.72

PUBLIC WORKS

CAPITAL BUSINESS SYSTEMS, INC	CANON IMAGEPROGRAF-PW PLOTTER/SCANNER	8,052.00
CAPITAL BUSINESS SYSTEMS, INC	2026/04/22-05/21 COPIER EXPENSE	113.82
FELSBURG HOLT & ULLEVIG, INC	BPW 260203-US75 & US34 INTERCHANGE SIGNAL	7,004.40
	2026/04/01-04/30	
HDR ENGINEERING, INC	BPW 240603-SCWWA CONNECTION EVAL	6,794.60
	2026/05/03-05/30	
JEO CONSULTING GROUP, INC	BPW 250119-STRATEGIC PLANNING THRU	1,993.75
	2026/05/22	
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL FOR CITY TANKS	5,580.84
OLSSON ASSOCIATES	BPW 240802-WATERPARK INFRASTRUCTURE	50,552.75
	2026/04/12-05/09	
OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	242.73
ONE CALL CONCEPTS	2026/05/31M LOCATES	1,509.17
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	170.52
US BANK VOYAGER FLEET SYSTEMS	2026/04/30M FUEL PURCHASES	94.77
		\$ 82,109.35

PARKS

A-RELIEF SERVICES	2026/05/04-05/31 PORTABLE RESTROOMS-HAWORTH PARK	103.00
A-RELIEF SERVICES	2026/05/04-05/31 PORTABLE RESTROOMS-BICYCLE CLUB	103.00
A-RELIEF SERVICES	2026/04/30-05/27 PORTABLE RESTROOMS- ASPEN PARK	199.00
A-RELIEF SERVICES	2026/04/02-04/29 PORTABLE RESTROOMS- ASPEN PARK	199.00
A-RELIEF SERVICES	2026/04/26-05/23 PORTABLE RESTROOMS-SWANSON PARK	199.00
CAPITAL BUSINESS SYSTEMS, INC	2026/04/18-05/17 COPIER EXPENSE	48.76
CROW LAWN CARE LLC	PARKS MOWING-3 OF 24	1,357.20
CROW LAWN CARE LLC	PARKS MOWING-4 OF 24	1,357.20
CROW LAWN CARE LLC	PARKS MOWING-5 OF 24	1,357.20
CROW LAWN CARE LLC	PARKS MOWING-6 OF 24	1,357.20
DC ELECTRIC/HEARTLAND LIGHTING	SWANSON PARK - PARKING LOT LIGHTS	38,588.00

MINUTE RECORD

CLAIMS FOR 2026/06/16 COUNCIL MEETING

PAGE 3

PARKS (CONT'D)

HALO PRO UNLIMITED LLC	ASPEN DISC GOLF PARK SIGN	270.00
HD SUPPLY FACILITIES MAINTENANCE	VINYL GLOVES	6.36
HGM ASSOCIATES INC	BPW 260202-WILLOW SPRINGS TRAIL IMPROVEMENTS THRU 2026/05/15	15,373.85
HGM ASSOCIATES INC	BPW 260201-EVERETT PARK TRAIL IMPROVEMENTS THRU 2026/05/15	19,360.19
OMAHA PUBLIC POWER DISTRICT	2026/04/01-04/30 MONTHLY SERVICE	92.42
OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	1,145.12
OMAHA PUBLIC POWER DISTRICT	2026/04/21-05/20 MONTHLY SERVICE	40.21
OMAHA PUBLIC POWER DISTRICT	2026/04/22-05/21 MONTHLY SERVICE	369.10
OMAHA PUBLIC POWER DISTRICT	2026/04/24-05/26 MONTHLY SERVICE	73.28
READY MIXED CONCRETE COMPANY	CONCRETE	494.76
SPRINKLERTEK, LLC	DISTRICT 3 - SPRINKLER REPAIR	3,243.30
STANDARD HEATING & AIR CONDITIONING	SERVICE AGREEMENT-GILBERT	274.38
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	312.62
US BANK VOYAGER FLEET SYSTEMS	2026/04/30M FUEL PURCHASES	4,543.42
		\$ 90,467.57

RECREATION

AMERICAN FOODS GROUP	BEEF QUARTERBACK FOR CONCESSIONS	873.00
APRIL OSARIO	REFUND SOFTBALL	45.00
AQUA-CHEM	CHEMICALS FOR POOLS	169.45
AQUA-CHEM	SERVICE CALL-UV NOT WORKING-GILBERT	150.00
B&D DIAMOND PRO	HAWORTH - TOP DRESSING FOR BASEBALL INFIELDS	1,090.00
JACLYN THERKILDSEN	REFUND SWIMMING LESSONS	80.00
KATIE WELCH	REFUND SWIMMING LESSONS	40.00
METROPOLITAN UTILITIES DIST	2026/04/11-05/11 MONTHLY SERVICE	240.09
MIDWEST IMPRESSIONS	TODDLER JERSEY TEES	824.00
OMAHA PUBLIC POWER DISTRICT	2026/04/01-04/30 MONTHLY SERVICE	51.47
OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	255.47
OMAHA PUBLIC POWER DISTRICT	2026/04/21-05/20 MONTHLY SERVICE	334.80
OMAHA PUBLIC POWER DISTRICT	2026/04/22-05/21 MONTHLY SERVICE	38.54
PRIDE HOME MAINTENANCE SERVICES, INC	HAWORTH BALLFIELD - REPAIR OF LOW PRESSURE ISSUE ON FIELD	1,000.00
TRICO MECHANICAL SERVICES	CUBER START UP-BALDWIN FIELD	248.48
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	85.26
US BANK VOYAGER FLEET SYSTEMS	2026/04/30M FUEL PURCHASES	370.05
		\$ 5,895.61

FACILITY MANAGEMENT

CARPENTER PAPER CO	PAPER TOWELS, URINAL MATS, TISSUES, CAN LINERS	1,299.31
CERRIS SYSTEMS NORTH CENTRAL, INC	REPAIR REFRIGERANT LEAKING-UNIT 1125	2,366.65
GALVIN GLASS	WINDOWS SHIFTED IN PD	90.00
HD SUPPLY FACILITIES MAINTENANCE	TP, BLEACH, DISINFECT, TOWELS, GLOVES-REED CENTER	532.54
IDEAL PURE WATER COMPANY	BOTTLED WATER, COOLER RENTAL	35.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	152.56
OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	833.89
OMAHA PUBLIC POWER DISTRICT	2026/04/21-05/20 MONTHLY SERVICE	226.28
OMAHA PUBLIC POWER DISTRICT	2026/04/22-05/21 MONTHLY SERVICE	41.13
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	255.78
US BANK VOYAGER FLEET SYSTEMS	2026/04/30M FUEL PURCHASES	1,148.08
		\$ 6,981.22

MINUTE RECORD

CLAIMS FOR 2026/06/16 COUNCIL MEETING

PAGE 4

CEMETERY

OMAHA PUBLIC POWER DISTRICT	2026/04/21-05/20 MONTHLY SERVICE	540.85
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	85.26
US BANK VOYAGER FLEET SYSTEMS	2026/04/30M FUEL PURCHASES	617.62
		\$ 1,243.73

STREETS

CONCRETE SUPPLY, INC	CONCRETE	918.25
CROW LAWN CARE LLC	2026/05/05-05/27 ROW MOWING-CYCLE 2	10,982.88
DREFS TREE SERVICE	CUT DOWN HACKBERRY TREE, HAUL AWAY	2,300.00
DREFS TREE SERVICE	CUT DOWN 2 COTTONWOOD TREES, HAUL AWAY	4,800.00
DREFS TREE SERVICE	CUT DOWN 2 LOCUST TREES, TRIM 3 ELM TREES, HAUL AWAY	4,500.00
DREFS TREE SERVICE	CUT DOWN 5 ATLANTIS TREES, HAUL AWAY	1,700.00
FELSBURG HOLT & ULLEVIG, INC	BPW 260107-FT CROOK & CHILDS INTERSECTION 2025/12/18-12/31	2,305.00
HDR ENGINEERING, INC	BPW 240501-PRAIRIE HILL DEV-INFRASTRUCTURE 2026/05/03-05/30	1,169.48
INDEPENDENT SALT CO	ICE CONTROL SALT	3,393.75
JACOBS ENGINEERING GROUP, INC	BPW 240124-WHITTED CREEK 2026/03/27-04/24	20,854.16
JACOBS ENGINEERING GROUP, INC	BPW 250301-QUAIL CREEK REHAB 2026/03/28-04/24	25,063.82
JEO CONSULTING GROUP, INC	BPW 250120-INDUSTRIAL RD DRAINAGE IMP 2026/04/11-05/22	6,978.75
JEO CONSULTING GROUP, INC	BPW 260401-25TH & OLIVE DRAINAGE THRU 2026/05/22	1,451.25
LOGAN CONTRACTORS SUPPLY	TIE BAR STAKES, EC BENT	1,051.50
METROPOLITAN UTILITIES DIST	2026/04/11-05/11 MONTHLY SERVICE	55.26
MID-AMERICAN SIGNAL	COLLAR ASSEMBLY FOR POLE AND BASE	624.00
OMAHA PUBLIC POWER DISTRICT	2026/04/01-04/30 MONTHLY SERVICE	331.06
OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	591.75
OMAHA PUBLIC POWER DISTRICT	2026/04/20-05/19 MONTHLY SERVICE	191.81
OMAHA PUBLIC POWER DISTRICT	2026/04/21-05/20 MONTHLY SERVICE	40.48
OMAHA PUBLIC POWER DISTRICT	2026/04/22-05/21 MONTHLY SERVICE	724.40
OMAHA PUBLIC POWER DISTRICT	2026/04/24-05/26 MONTHLY SERVICE	13,489.98
OMAHA PUBLIC POWER DISTRICT	2026/04/28-05/28 MONTHLY SERVICE	104,322.70
PLATTE RIVER CONCRETE CO	CONCRETE	3,485.40
READY MIXED CONCRETE COMPANY	CONCRETE	21,813.03
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	824.18
US BANK VOYAGER FLEET SYSTEMS	2026/04/30M FUEL PURCHASES	4,893.66
VALLEY CORPORATION	BPW 240604-FT CROOK & CARY BOX CULVERT REPAIR-FINAL 2026/05	13,255.50
		\$ 252,112.05

FLEET MAINTENANCE

911 CUSTOM, LLC	SIREN SPEAKER, MOUNTING KIT, PRISONER COMPARTMENT LIGHT, ARROW STICK LIGHT	1,944.03
AIR CLEANING TECHNOLOGIES, INC	STANDARD CONICAL ADAPTER FOR EXHAUST PIPES	351.00
AUTOMOTIVE WAREHOUSE DIST, INC	BELT TENSIONER, HYD FITTINGS, LIGHTS, SILICONE ADHESIVE, ELEC CLEANER	206.70
BAUER BUILT TIRE & SERVICE	TIRES-PA 588	4,086.38
BAXTER FORD OF OMAHA	PAN ASSEMBLY, BRAKE PADS, STEPS ASSEMBLY, ROTOR ASSEMBLY, REAR ROTORS, COMPRESSOR, RUNNING BOARDS, SENSORS	3,235.76
CAPITAL BUSINESS SYSTEMS, INC	2026/04/20-05/19 COPIER EXPENSE	61.17
CORNHUSKER INTERNATIONAL TRUCKS	LEFT REAR ABS VALVE, CLUTCH	355.80
DANKO EMERGENCY EQUIPMENT	VARIABLE STRAP, FREIGHT	702.34

MINUTE RECORD

CLAIMS FOR 2026/06/16 COUNCIL MEETING

PAGE 5

FLEET MAINTENANCE (CONT'D)

DULTMEIER SALES LLC	SPRAYER PIPING PARTS, PUMPS FOR SPRAYER	716.86
GALVIN GLASS	PLEXIGLASS FOR SAND BLASTER	65.10
GRAINGER	O-RING SILICONE GREASE	200.70
HEAVY DUTY SPECIALISTS	HIGH BEAM LIGHT	278.61
IDEAL PURE WATER COMPANY	BOTTLED WATER, COOLER RENTAL	73.00
INLAND TRUCK PARTS CO	SOLENOID CARTRIDGE	250.29
INTERSTATE BATTERIES	BATTERIES	315.92
NAPA AUTO PARTS	PRIMARY WIRE, FILTERS, LAMPS, CALIPERS, V-BELTS, SWITCHES, WRENCH, DISC PADS, ROTORS, DRILL BITS, MACHINE SCREWS FOR LIGHT BAR, FLANGE SCREWS, LOCK NUTS, COTTER PINS, CYLINDERS RENTAL, BATTERIES	1,490.01
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	2026/04/22-05/21 MONTHLY SERVICE	239.42
NIPPON SANJO MATHESON INC		186.27
OMAHA PUBLIC POWER DISTRICT		888.47
OMAHA WINDUSTRIAL	GALVANIZED STEEL NIPPLES	577.99
ONEMONROE	RUBBER HOOD HOLD DOWN	51.32
TOMASEK MACHINE SHOP	MACHINE WORK ON PIPE NIPPLE	437.50
TURFWERKS	BLADE BOLTS	89.09
TY'S OUTDOOR POWER & SERVICE	SPINDLE, BLADE	402.62
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	511.56
US BANK VOYAGER FLEET SYSTEMS	2026/04/30M FUEL PURCHASES	818.67
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS RENTAL	506.93
		\$ 19,043.51

PLANNING

CAPITAL BUSINESS SYSTEMS, INC	2026/04/18-05/17 COPIER EXPENSE	68.24
OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	219.55
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT	2025/06/01-2026/05/31 SOUTH SARPY INTERLOCAL PARTNERSHIP FEES	5,354.00
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT	2025/06/01-2026/05/31 4065 SOUTH SARPY INTERLOCAL PARTNERSHIP FEES	288,162.99
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	85.26
		\$ 293,890.04

PERMITS & INSPECTIONS

BURTON PLUMBING SERVICES	CANCELLED PERMIT 26-001713 80% REFUND	26.64
CAPITAL BUSINESS SYSTEMS, INC	2026/04/18-05/17 COPIER EXPENSE	160.68
CORNHUSKER AUTO WASH	2026/05/31M VEHICLE WASHES	41.11
OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	293.35
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	255.78
US BANK VOYAGER FLEET SYSTEMS	2026/04/30M FUEL PURCHASES	972.92
		\$ 1,750.48

POLICE

ALAN BOTTJEN	REIMB TRAINING EXPENSES	175.00
AMAZON WEB SERVICES, INC	2026/05/31M AMAZON WEB SERVICE	1,413.92
A-RELIEF SERVICES	2026/04/30-05/07 PORTABLE RESTROOMS-RANGE	199.00
BELLEVUE ANIMAL HOSPITAL	VET VISIT-KADO	66.21
CAPITAL BUSINESS SYSTEMS, INC	2026/04/17-05/16 COPIER EXPENSE	441.18
CCAP AUTO LEASE	2026/06/30M CHRYSLER USFIS VEHICLE LEASE	696.68
CONNER PSYCHOLOGICAL SERVICES PC	2026/04/24 PSYCHOLOGICAL EVALUATION	465.00
CULLIGAN OF OMAHA	BOTTLED WATER	680.55
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	30.92
GOVDIRECT, INC	PANASONIC DOCKING STATIONS, ADAPTERS	6,206.64

MINUTE RECORD

CLAIMS FOR 2026/06/16 COUNCIL MEETING

PAGE 6

POLICE (CONT'D)

GREAT PLAINS UNIFORMS	METAL NAME TAG-K BROWN	24.50
HOPE VALENTINE, LLC	2026/05/31M MENTAL HEALTH 7 HOURS	1,050.00
HYUNDAI MOTOR FINANCE	2026/06/30M LEASE PMT	720.01
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	90.00
INTERNATIONAL ASSOCIATION FOR	2026/01/01-12/31 MEMBERSHIP-M HOFFMAN	65.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	102.47
JOE MILOS	REIMB MEMORIAL WEEK CEREMONIES-HONOR	786.54
	GUARD EXPENSES	
JOSEPH GRAY	REIMB MEMORIAL WEEK CEREMONIES-HONOR	602.00
	GUARD EXPENSES	
KEATING O'GARA NEDVED & PETER PC LLC	WORK COMP SETTLEMENT	175,000.00
LARRY LAMPMAN	REIMB TRAINING EXPENSES	384.10
MATRIX BUSINESS SYSTEMS INC	2026/05/30M COPIER EXPENSE	196.17
MPH INDUSTRIES INC	PYTHON III RADAR POWER CABLES	298.05
NEPTUNE UNIFORMS	BELLEVUE HONOR GUARD PATCHES	552.00
OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	5,231.96
STANLEY J HOW, ARCHITECTS	2026/02/28M POLICE RANGE ARCHITECTURAL	23,591.65
	SERVICES	
STANLEY J HOW, ARCHITECTS	2026/04/30M POLICE RANGE ARCHITECTURAL	30,752.68
	SERVICES	
THOMSON REUTERS - WEST	2026/05/31M ONLINE SOFTWARE SUBSCRIPTION	520.80
TRAVELERS	2026/05/30M WELLNESS CONSULTING FEE	10,338.00
TWIN CREEK ANIMAL HOSPITAL	VET VISIT-CHECQUE	473.70
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	3,704.86
US BANK VOYAGER FLEET SYSTEMS	2026/04/30M FUEL PURCHASES	21,793.90
		\$ 286,653.49

FIRE & RESCUE

AIRGAS USA, LLC	OXYGEN, CYLINDER RENTAL	538.78
BEAVER LAKE MARINA	TORQUE FOR BOAT MOTOR	366.39
BODY BASICS FITNESS EQUIPMENT	PREVENTATIVE FITNESS MAINTENANCE-ALL	1,790.00
	DISTRICTS	
BOUND TREE MEDICAL, LLC	CURAPLEX, DEXTROSE SOLUTION, SPLINTS,	3,412.79
	GLOVES, SYRINGES, ELECTRODES	
CALEB LANEY	REIMB FOR SAFETY BOOTS	144.99
DXP ENTERPRISES, INC	HYDROGEN CYANIDE SENSOR	529.00
ED M FELD EQUIPMENT CO	SCBA FUNCTION FLOW TEST	425.00
GREAT PLAINS UNIFORMS	SHIRT, EMBROIDERY, PATCHES-S WAGNER	239.98
GREAT PLAINS UNIFORMS	TACTICAL PANTS-J ROBISON	179.00
MES SERVICE COMPANY	COMPACT ENERGY ABSORBER	122.88
MOTOROLA SOLUTIONS, INC	DESKTOP CHARGERS, TRUNNION KIT	1,235.75
OMAHA PUBLIC POWER DISTRICT	2026/04/01-04/30 MONTHLY SERVICE	922.03
OMAHA PUBLIC POWER DISTRICT	2026/04/09-05/08 MONTHLY SERVICE	33.00
OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	1,458.50
OMAHA PUBLIC POWER DISTRICT	2026/04/21-05/20 MONTHLY SERVICE	733.70
OMAHA PUBLIC POWER DISTRICT	2026/04/22-05/21 MONTHLY SERVICE	2,188.56
OMAHA PUBLIC POWER DISTRICT	2026/04/24-05/26 MONTHLY SERVICE	860.60
UL LLC	GROUND LADDER TESTING ALL APPARATUS	25,083.60
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	2,785.16
US BANK VOYAGER FLEET SYSTEMS	2026/04/30M FUEL PURCHASES	11,914.54
ZOLL DATA SYSTEMS INC	2026/07/31M MONTHLY BILLING FEES	1,654.80
		\$ 56,619.05

MINUTE RECORD

CLAIMS FOR 2026/06/16 COUNCIL MEETING

PAGE 7

NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	2026/04/30M NON-CDBG CONSULTANT EXPENSES	577.50
HEARTLAND MARKETING &	2025 BELLEVUE ANNUAL REPORT	25,945.30
J P COOKE COMPANY	NAME PLATE FOR CHAMBERS-J KIRWAN	51.35
LOCKTON COMPANIES, LLC	2026/06/30M WELLNESS CONSULTING FEE	1,875.00
OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	107.27
PM AM CORPORATION	2026/04/30M ALARM FEES	1,896.00
SARPY COUNTY COURT HOUSE	2026/07/31M ANIMAL CONTROL	17,259.00
		<u>\$ 47,711.42</u>

INFORMATION TECHNOLOGY

DC ELECTRIC/HEARTLAND LIGHTING	DRILLING TO HOOKUP UNDERGROUND CONDUIT	2,503.29
RACOM CORP	2026/01/01-12/31 STATION ALERTING	17,372.25
	MAINTENANCE AGREEMENT	
TJ CABLE AND UNDERGROUND SERVICES,	2026/05/31M LOCATES	600.00
TYLER EBEL	REIMBURSE DRONE LICENSE TESTING FEE	175.00
US BANK VOYAGER FLEET SYSTEMS	2026/04/30M FUEL PURCHASES	118.08
		<u>\$ 20,768.62</u>

BELLEVUE BAY INDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	2026/05/30M BELLEVUE BAY INDOOR REIMB	15,364.35
	EXPENSES & DESIGN	
ARCO MURRAY NATIONAL	APP 5-BELLEVUE BAY INDOOR WATERPARK	2,529,318.57
ENTERTAINMENT	THRU 2026/05/31	
OMAHA PUBLIC POWER DISTRICT	BPW 240802-INSTALL DECORATIVE LIGHTING	394,050.00
	FOR WATERPARK	
OMAHA PUBLIC POWER DISTRICT	REMOVE & REPLACE STREETLIGHTS ALONG	28,679.00
	HIDDEN VALLEY DR ENT DISTRICT	
PROJECT PLAY HOLDINGS, LLC	MATTEL SUBLICENSE AGREEMENT-	150,000.00
	INSTALLMENT #2	
		<u>\$ 3,117,411.92</u>

2206 LONGO DR

C&E INDUSTRIES	2026/05/31M JANITORIAL SERVICE	3,991.10
CENTURY LINK	2026/05/04-06/03 MONTHLY SERVICE	138.06
CERRIS SYSTEMS NORTH CENTRAL, INC	COOLING TOWER ERUPTION	369.38
CINTAS LOCATION #749	2026/05/31M MAT SERVICE	496.48
CINTAS LOCATION #749	2026/06/30M MAT SERVICE	496.48
COX BUSINESS SERVICES	2026/04/27-05/26 MONTHLY SERVICE	157.80
FIRE PROTECTION SERVICES, LLC	2026/05/01 - 2027/04/30 CELLULAR MONITORING	642.00
	FIRE ALARM SYS	
JEFFY/LEVENSPOIN'S SUPPLY	SUPPLIES	256.60
METROPOLITAN UTILITIES DIST	2026/04/05-05/04 MONTHLY SERVICE - GAS &	8,428.03
	WATER	
PAPILLION SANITATION	2026/05/31M SERVICE	395.24
PROTECH PEST CONTROL	2026/05/31M PEST CONTROL	263.80
SELDIN LLC	2026/04/30M MANAGEMENT FEES	1,450.00
SELDIN LLC	2026/05/31M APPFOLIO FEES	41.13
SELDIN LLC	2026/05/31M BANK FEES	27.91
TAILORED LAWNS, INC	FERTILIZING, WEED CONTROL AND	700.00
	LANDSCAPING	
USG	2026/05/31M ELEVATOR INSPECTION	135.15
USG	ATHLETICAO PARKING SIGN, SOAP DISPENSER	280.88
USG	CHECK FOR ELECTRICAL FAULTS FOR SUMP	187.49
	PUMP/PIT	
USG	CHECK ON WATER INTRUSION IN ELECTRICAL	126.59
	ROOM	

MINUTE RECORD

CLAIMS FOR 2026/06/16 COUNCIL MEETING

PAGE 9

2206 LONGO DR (CONT'D)

USG	ELECTRIAL SERVICE AND SUB LABOR	1,079.89
USG	ELECTRICAL SUPPLIES AND LIGHTING	516.15
USG	INSTALL SOAP DISPENSERS IN VA	280.88
USG	PLUMBING WORK AND SUPPLIES	361.53
USG	REPAIRED FENCE AROUND COOLING TOWER	179.23
USG	VA - LIGHTING ELECTRAL SERVICES	193.67
USG	2026/05/31M WATER TREATMENT SERVICE	431.63
WATERLINK INC		<u>\$ 21,627.10</u>

WASTEWATER

AT&T MOBILITY	2026/05/08-06/07 MONTHLY SERVICE	661.98
CENTURY LINK	2026/05/13-06/12 MONTHLY SERVICE	233.69
CENTURY LINK	2026/05/22-06/21 MONTHLY SERVICE	592.56
COX BUSINESS SERVICES	2026/05/12-06/11 MONTHLY SERVICE	208.00
HDR ENGINEERING, INC	BPW 240603-SCWWA CONNECTION EVAL	12,371.98
HDR ENGINEERING, INC	2026/05/03-05/30 BPW 250115-TWIN CREEK SIPHON EVAL 2026/05/03-05/30	5,540.46
HDR ENGINEERING, INC	BPW 211123-HAWORTH PARK WW COLLECTION SYS 2026/05/03-05/30	5,644.30
HDR ENGINEERING, INC	BPW 250114-LANDINGS LIFT STATION SERV 2026/05/03-05/30	2,869.89
HEIMES CORPORATION	BPW 181013-QUAIL CREEK LIFT STATION THRU 2026/05/20	66,805.37
HEIMES CORPORATION	BPW 211123-HAWORTH PARK SANITARY THRU 2026/05/20	102,707.91
OMAHA PUBLIC POWER DISTRICT	2026/04/10-05/11 MONTHLY SERVICE	3,300.90
OMAHA PUBLIC POWER DISTRICT	2026/04/21-05/20 MONTHLY SERVICE	1,440.95
OMAHA PUBLIC POWER DISTRICT	2026/04/22-05/21 MONTHLY SERVICE	691.58
UNITED OF OMAHA	2026/05/26 DENTAL INSURANCE	454.72
US BANK VOYAGER FLEET SYSTEMS	2026/04/30M FUEL PURCHASES	4,108.74
		<u>\$ 207,633.03</u>

MEDICAL SELF FUNDING

BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/06/05 BCBS-NE MEDICAL CLAIMS FOR 2026/05/27-05/31	102,807.60
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/04/30M BCBS-NE ADMIN FEES	5,723.25
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/05/21 BCBS-NE MEDICAL CLAIMS FOR 2026/05/13-05/19	280,232.77
BLUE CROSS BLUE SHIELD OF NEBRASKA	2026/05/28 BCBS-NE MEDICAL CLAIMS FOR 2026/05/20-05/26	157,161.45
		<u>\$ 545,925.07</u>

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2026/04/24-05/26 MONTHLY SERVICE	100.34
		<u>\$ 100.34</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2026/04/30-05/07 CDBG EXPENSES	1,976.46
ABBY HIGHLAND	2026/04/30M CDBG EXPENSES	4,620.00
LIFTUP SARPY COUNTY	LIFTUP SARPY COUNTY COMMUNITY RESPONSE	9,162.76
		<u>\$ 15,759.22</u>

TOTAL CLAIMS FOR 2026/06/16 \$ 5,111,595.26

TOTAL PAYROLL FOR 2026/06/05 \$ 1,995,630.42



-1-

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

MEMORANDUM

TO: Council President McCaw & Council Members

FROM: Mayor Rusty Hike

DATE: June 10th, 2026

SUBJECT: Reappointment to the Bellevue Tree Board

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

Scott Evans
4861 S. 157th St
Omaha, NE 68135

Deborah Woracek
1806 Main St
Bellevue, NE 68005

Rob Clatterbuck
309 Industrial Rd
Bellevue, NE 68005

Kay Helger *Hegler*
13607 South 22nd Circle
Bellevue, NE 68123

They will serve a four-year term ending May 2030.

A handwritten signature in black ink, appearing to be "RH" or "R. Hike", written over a horizontal line.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 16, 2026		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☒	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐	

SUBJECT:

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

SYNOPSIS/BACKGROUND:

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

FISCAL IMPACT: NONE 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:		
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

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

ATTACHMENTS

1. Planning Commission Recommendation Sheet	2. Staff Report	3. Ordinance No. 4219
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Tammi Palm
Jeff Stoll
Shirley Lee

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #'s: S-2604-08

CITY COUNCIL HEARING DATE: July 7, 2026

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

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

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

VOTE:

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

Planning Commission Hearing was held on: May 28, 2026

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

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

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

I. GENERAL INFORMATION

A. APPLICANT:

Quail Crossing, LLC
6860 S 118th Street
Omaha, NE 68137

B. PROPERTY OWNERS:

Quail Crossing, LLC
6860 S 118th Street
Omaha, NE 68137

C. GENERAL LOCATION:

South 42nd Street and Hwy 370

D. LEGAL DESCRIPTION:

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

E. REQUESTED ACTIONS:

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

F. EXISTING ZONING AND LAND USE:

BG and RG-20, Vacant

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately 8.124 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Vacant/undergoing grading

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

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

C. RELEVANT CASE HISTORY:

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

2. On June 26, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 through 7, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, north of the road, all located in the Southwest $\frac{1}{4}$ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG and RE to BG and RG-20-PS for the purpose of commercial and multi-family residential development; and preliminary plat Lots 1 through 7, and Outlots A and B, Quail Crossing. City Council approved this request on August 27, 2025.

3. On May 28, 2026, the Planning Commission recommended approval of a request to rezone Lot 1, Quail Crossing Replat 1, being a replat of Lots 6, and 7, and Outlot A, Quail Crossing, located in the Southwest $\frac{1}{4}$ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BG and RG-20 to RG-20-PS for the

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

D. APPLICABLE REGULATIONS:

1. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding Planned Subdivision District uses and requirements.
3. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
4. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
5. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The 2022 MAPA traffic data indicates 31,000 vehicles per day along Highway 370 near the intersection of South 42nd Street.
2. Shannon Drive will be the east-west street through the proposed plat, with access from South 42nd Street and South 45th Street.

D. UTILITIES:

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

E. ANALYSIS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No other comments were received.

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

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

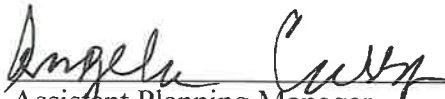
APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area.

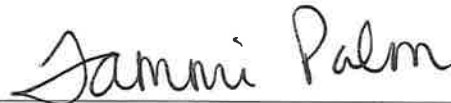
VI. ATTACHMENTS TO REPORT

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

VII. COPIES OF REPORT TO:

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

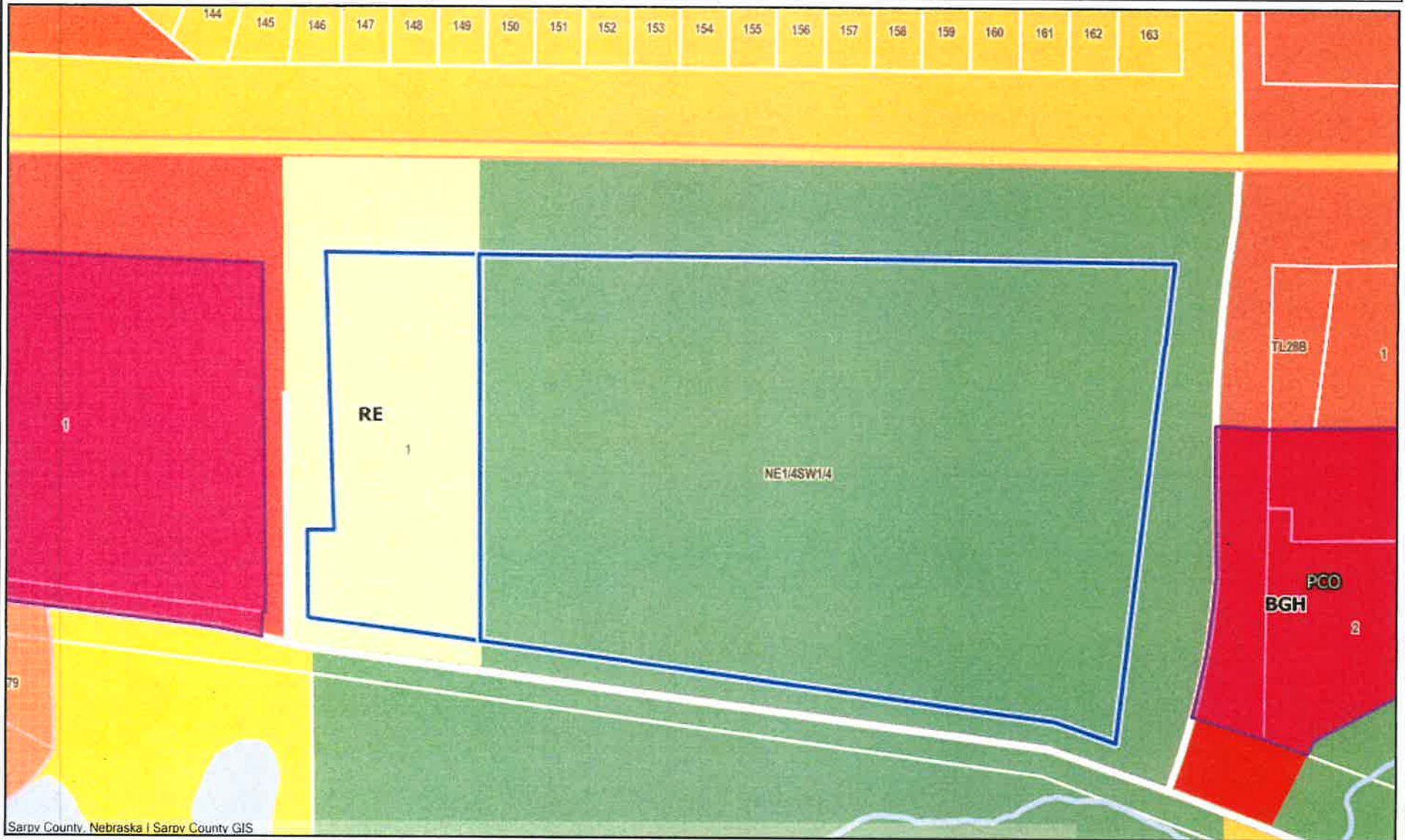

Assistant Planning Manager

 06/09/26
Planning Director Date of Report



SARPY COUNTY
NEBRASKA

Zoning Map

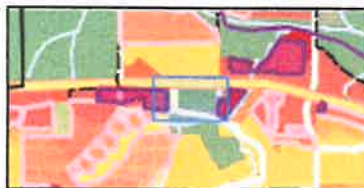


Sarpy County, Nebraska | Sarpy County GIS

0 250 500
ft

Map Scale 1: 3090

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



Notes



Aerial Map



Sarpy County, Nebraska | Sarpy County GIS

0 250 500
ft

Map Scale 1: 3090

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



Notes





E & A CONSULTING GROUP, INC.

Engineering Answers

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

April 17, 2026

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

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

Dear Tammi,

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

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

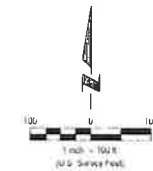
Sincerely,
E & A Consulting Group, Inc

A handwritten signature in blue ink, appearing to read 'J. Stoll', is written over a faint, light blue circular stamp.

Jeff Stoll
Platting Services Department Manager

LOT 1

VICINITY MAP



RG-ZUP S ZONING SETBACK TAB	
LOT 1	
FRONT YARD	25
REAR YARD	5
STREET SIDE YARD	10
REAR YARD	10

----	BOUNDARY LINE
=====	RIGHT OF WAY LINE
----	CUT LINE
----	EMBANKMENT
ELECTRICITY	
-----	ELECTRICITY FEEDER
-----	ANCHORED PIPE
BUILDING	
	POWER HISSER
	POWER POLE
	QUI WIRE
	LIGHT POLE
	TELEPHONE RISER
	CABLE IN RISER
	FIRE HYDRANT
	UTILITY VALVE (WATER)
	MANHOLE
	CURB INLET
	UTILITY VALVE (GAS)
	SIGN
FENCE LINE	
-----	GRASS LINE
-----	WATER LINE
-----	POWER LINE (OVERHEAD)
-----	POWER LINE (UNDERGROUND)
COMMUNICATION LINE (UNDERGROUND)	
-----	SANITARY (SEWER) LINE
-----	STORM (SEWER) LINE
-----	FIBER OPTICS LINE



QUAIL CROSSING REPEAT 1

PRELIMINARY PLAT

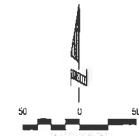
RECEIVED
MAY 18 2026
PLANNING DEPT.

APARTMENT UNIT MIX			
UNIT TYPE	UNIT QTY	STALLS PER UNIT	PARKING REQ
EFFICIENCY	20	2.0	40
ONE BED	51	2.0	102
TWO BED	36	2.0	72
THREE BED	18	2.0	36
TOTAL	105	2.0	210

SITE ANALYSIS TABLE	
COMBID RD-OWPS	353 901 S.F.
BUILDING COVERAGE	60 595 S.F. (17.12%)
TOTAL PAVED AREA	138 939 S.F. (39.54%)
SURFACE PARKING	268 STALLS
GAUGE PARKING	68 STALLS
TOTAL PARKING	336 STALLS
ACH PARKING	3.2 STALLS/UNIT
PARKING RATIO	3.2 STALLS/UNIT
TOTAL UNITS	105
DENSITY	2.146 S.F./UNIT



VICINITY MAP



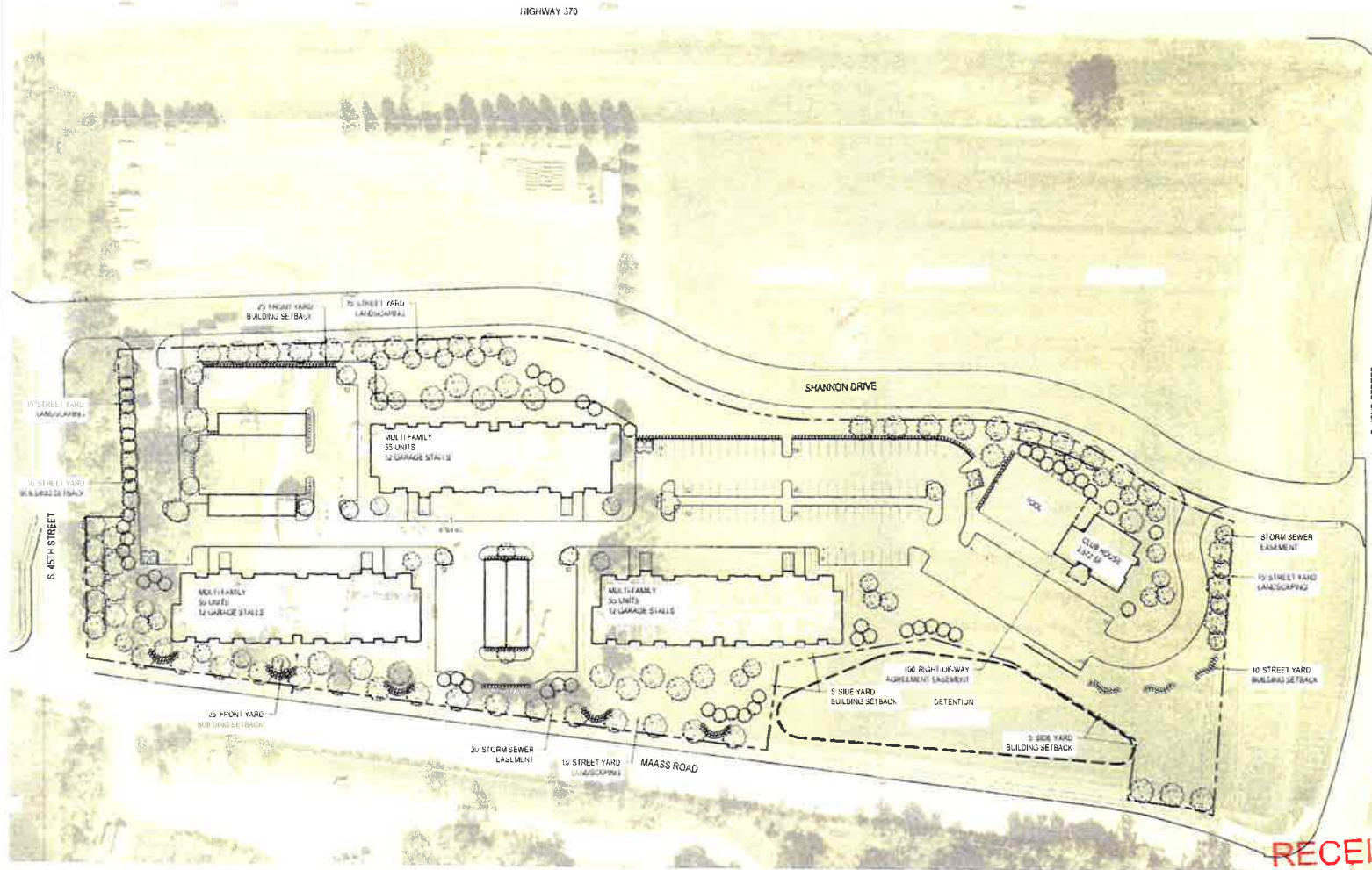
LEGEND



RD-OWPS JOINTING SETBACK TABLE LOT 1	
FRONT YARD	25'
INTERIOR SIDE YARD	5'
STREET SIDE YARD	10'
REAR YARD	10'

RD-OWPS MULTIFAMILY REG.

LOT AREA PER UNIT	2 800 SF
MAX HEIGHT	75 FT
MAX IMPERVIOUS AREA	80%
STALLS PER UNIT	2 STALLS



E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 1000 14th Ave SE, Suite 200 • Duluth, GA 30096
 Phone: 770.254.0000 • Fax: 770.254.0001
 www.eaconsulting.com



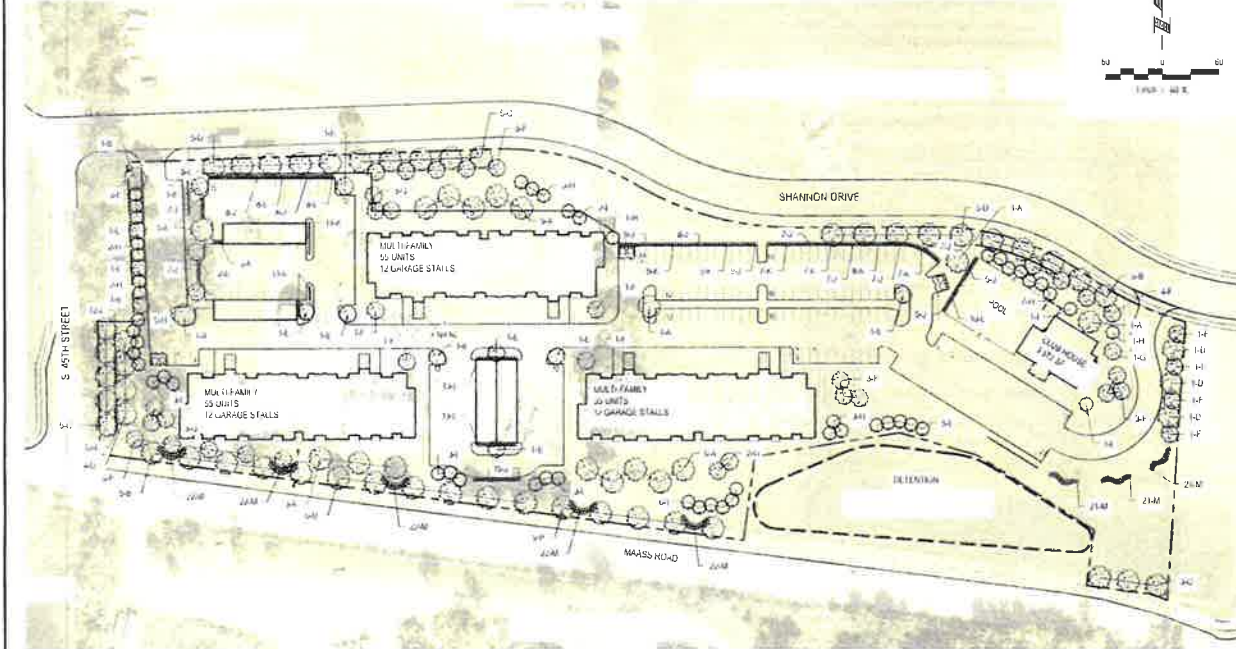
QUAL CROSSING REPORT 1
 BUILDING PERMITS

PLANNED SUBDIVISION
 SITE PLAN

Rev	By	Date	Description
1	EA	05/18/2026	Final

Proj. No.	00000000
Drawn By	JAN/OP
Checked By	JAN/OP
Date	05/18/2026
Scale	AS SHOWN

RECEIVED
 MAY 18 2026
 PLANNING DEPT.



LANDSCAPE NOTES

- [illegible]

[illegible]

1. Irregular bid to include in the bid and BAC files
2. Irregular all needed items
3. Irregular contractor to be awarded a fixed ability base with items for build back
4. Irregular system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment
5. Irregular contractor responsible to determine system on time
6. Irregular contractor to furnish all test drawing of the system and catalogue lists of the installed equipment prior to final payment
7. Irregular contractor to provide owner and engineer an irrigation plan of soil drawing and equipment cataloguing lists for approval prior to installation
8. Contractor to submit final plans and other necessary contractors

SETTING NOTES

1. Seeding shall be Super 111 (see page 1044) or equivalent hybrid sorghum tall leaf type herbicide blue grass mixture from UGA or its agents. Planting in field and seeding rate shall be 10 lbs per 1,000 sq ft. Seeding dates: March & the dormant seeding: December/January.

—SUNDAY, FEBRUARY 5—

- [illegible]

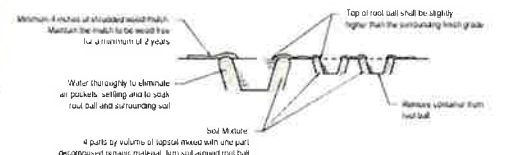
PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	18	Gleditsia inaequalis 'Skyline'	Skyline Honeylocust	2'	B&B
B	16	Acer incanum 'Jeffersred'	Autumn Blaze Maple	2'	B&B
C	13	Quercus rubrum	Red Oak	2'	B&B
D	23	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo	2'	B&B
E	14	Tilia cordata 'Greentape'	Greenspire Linden	2'	B&B
F	28	Malus 'Spring Snow'	Spring Snow Crabapple	2'	B&B
G	9	Malus x 'Pipirelle'	Pipirelle Crabapple	2'	B&B
H	24	Picea pungens 'Glauca'	Colorado Blue Spruce	6-7'	B&B
I	27	Picea glauca 'Densaata'	Black Hills Spruce	6-7'	B&B
J	109	Juniperus chinensis 'Sea Green'	Sea Green Juniper	3 Gal.	Cont.
K	72	Hydrangea paniculata 'T. VOBO'	Bobo Hardy Hydrangea	3 Gal.	Cont.
L	174	Eucyrtus alatus compactus	Dwarf Burning Bush	3 Gal.	Cont.
M	83	Viburnum opulus 'Nanum'	Dwarf Cranberry Bush Viburnum	3 Gal.	Cont.

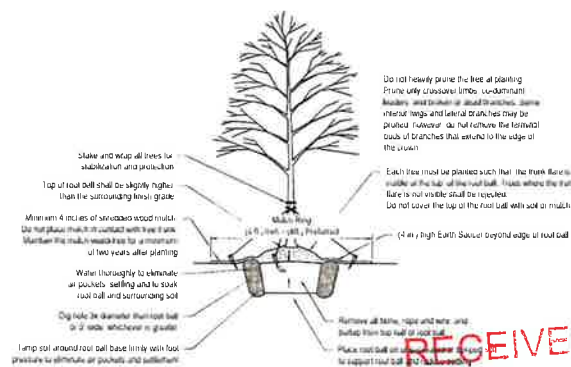
THE NOTES:
1. Landscape contractor shall coordinate with all utilities and general contractor to help verify all utility locations that may conflict with all proposed fire planning locations on the project site.

ARTICLE 4. LANDSCAPING, SCREENING AND FENCING REGULATIONS

- 8 1/2" Landscape Design Sheet
- 8 Multi-story development shall provide one deciduous shade tree of emergent size, one unemerald tree, and three shrubs for every 100 dwelling units. This requirement is for deciduous shade trees and landscape treatment requirements:
- Required: 8.8 trees / 100 units Provided: 17 shrubs / 500 sq ft Provided: 2.6 shrubs / 500 sq ft
- 9 A Plant materials shall include one deciduous shade tree of unemerald tree, and three shrubs for every 400 sq ft of street frontage (street frontage = 20 feet x 20 feet = 400 sq ft)
- Required: 29 trees / 60 shrubs Provided: 29 trees / 60 shrubs
- 9 B 4th street (North) Required: 8 trees / 6 shrubs Provided: 8 trees / 6 shrubs
- 9 C 4th street (South) Required: 8 trees / 6 shrubs Provided: 8 trees / 6 shrubs
- 9 D 4th street (East) Required: 8 trees / 6 shrubs Provided: 8 trees / 6 shrubs
- 9 E 4th street (West) Required: 8 trees / 6 shrubs Provided: 8 trees / 6 shrubs
- 10 A Tree shall be 19 square foot of landscape and one parking stall
- Required: 4.27 sq ft (20 sq ft) Provided: 1 / 64 sq ft
- 10 B One tree which provides shade is capable of providing shade at minimum shall be provided for every 300 square feet of required landscape area
- Required: 14 trees (4.27 x 330) = 14.12 Provided: 14 trees



SHRUB & PERENNIAL PLANTING DETAIL
NOT TO SCALE



TREE PLANTING DETAIL - B & B TREE

NOT TO SCALE

RECEIVED

PLANNING DEPT.

ORDINANCE NO. 4219

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4207 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT SOUTH 42nd STREET AND HWY 370, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 4207 is hereby amended to change the zone classification of the following described parcel of land:

Lot 1, Quail Crossing Replat 1, being a replat of Lots 6 and 7, and Outlot A, Quail Crossing, and Part of the Northeast ¼ of the Southwest 1/4 North of the road all located in the Southwest ¼ of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

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

(Quail Crossing, LLC)

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

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____
Second Reading: _____
Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/16/2026		SUBMITTED BY: Police Department/Legal	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☒	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐	

SUBJECT:

Operation of Off-Road Recreational Vehicles on City Property

SYNOPSIS/BACKGROUND:

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

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approval of Ordinance No. 4220

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Timothy J. Sullivan
[Signature]
[Signature]

ORDINANCE NO. 4220

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

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

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

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

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

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

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

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

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

§ 20-46 Definitions.

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

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

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

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

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

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

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

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

§ 20-47 Prohibition.

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

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

§ 20-48 Exceptions.

The prohibition contained in Section 2 shall not apply to:

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

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

§ 20-49 Penalty.

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

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

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

§ 20-50 Parental Responsibility.

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

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

§ 20-51 Severability.

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

Section 7. Repeal of Conflicting Ordinances.

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

Section 8. Effective Date.

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

PASSED AND APPROVED this ____ day of _____, 2026.

Rusty Hike, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 16, 2026		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☒	
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐	

SUBJECT:

Request to final plat Lot 1, Roth's Anderson Grove, Replat 1, being a replat of Lot 1, Roth's Anderson Grove, and Tax Lot 18A1B2B except right-of-way, located in the Northeast ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, Applicant: Foundations Development, LLC. General location: Northwest Corner of South 36th Street and Granada Parkway.

SYNOPSIS/BACKGROUND:

Rob Woodling, on behalf of Foundations Development, LLC, has submitted a request to final plat Lot 1, Anderson Grove Replat 1 for the purpose of multi-family residential development. The final plat is in conformance with the approved preliminary plat.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

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

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Report	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #'s: S-2604-08

CITY COUNCIL HEARING DATE: June 16, 2026

REQUEST: to final plat Lot 1 Roth's Anderson Grove, Replat 1, being a replat of Lot 1 Roth's Anderson Grove and Tax Lot 18A1B2B Exc Row, located in the Northeast ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Foundations Development, LLC. General Location: NW Corner of S 36th St & Granada Pkwy.

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

APPROVAL based upon conformance with the preliminary plat.

VOTE:

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

Planning Commission Hearing was held on: May 28, 2026

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: S-2604-08

FOR HEARING OF:

REPORT #1: May 28, 2026

REPORT #2: June 16, 2026

I. GENERAL INFORMATION

A. APPLICANT:

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

B. PROPERTY OWNER:

RD Blair, LLC
1886 S 126th Street
Omaha, NE 68144

C. GENERAL LOCATION:

Northwest Corner of South 36th Street and Granada Parkway

D. LEGAL DESCRIPTION:

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

E. REQUESTED ACTION:

1. Final plat Lot 1, Roth's Anderson Grove, Replat 1.

F. EXISTING ZONING AND LAND USE:

RG-20, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a final plat for the intent of enabling multi-family residential development.

H. SIZE OF SITE:

The site is approximately 3.6 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

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

C. RELEVANT CASE HISTORY:

1. On September 25, 2014, the Planning Commission recommended approval of a request to rezone Lot 1, Roth's Anderson Grove, from RE to BN for the purpose of commercial development. On November 10, 2014, the City Council approved this request.
2. On January 22, 2026, the Planning Commission recommended approval of a request to rezone Lot 1, Roth's Anderson Grove, Replat1, being a replat of Lot 1, Roth's Anderson Grove, and a platting of Tax Lot 18A1B2B except right-of-way, located in the Northeast $\frac{1}{4}$ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from BN and AG to RG-20; and preliminary plat Lot 1, Roth's Anderson Grove, Replat 1. The City Council approved this request on March 3, 2026.
3. On May28, 2026, the Planning Commission recommended approval of a request to rezone Lot 1, Roth's Anderson Grove, Replat 1, being a replat of Lot 1, Roth's Anderson Grove, and a platting of Tax Lot 18A1B2B except right-of-way, located in the Northeast $\frac{1}{4}$ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

D. APPLICABLE REGULATIONS:

1. Chapter 4, Subdivision Regulations, regarding Final Plats.

2. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

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

D. UTILITIES:

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

E. ANALYSIS:

1. Rob Woodling, on behalf of Foundations Development, LLC, has submitted a request to final plat Lot 1, Roth's Anderson Grove, Replat 1, for the purpose of multi-family residential development.

2. RG-20 zoning was approved on March 3, 2026, with the preliminary plat and will take effect upon filing of the final plat.

3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Offutt Air Force Base, Sarpy County Public Works, and Papillion LaVista School District. The cover letter indicated a deadline to send comments back to the Planning Department and also stated that if the requested department did not have comments pertaining to the application, no response was needed.

Bellevue Public Works Engineer Matt Knight and Sarpy County Surveyor Mike Sharp requested technical revisions to the plat. All comments have since been satisfied by the applicant's engineer.

No other comments were received on this case.

4. The final plat is in general conformance with the approved preliminary plat.

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the preliminary plat.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the preliminary plat.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Final plat received May 20, 2026

VII. COPIES OF REPORT TO:

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


Assistant Planning Manager

 06/09/26
Planning Director Date of Report

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
6/16/26

COUNCIL MEETING DATE: 06/16/26		SUBMITTED BY: Chief Clary	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

SDLEA Interlocal Cooperation Agreement

SYNOPSIS/BACKGROUND:

This is an interlocal agreement between the Bellevue Police Department, LaVista Police Department, Papillion Police Department, Sarpy County Sheriff's Office, Douglas County Sheriff's Office, and Metropolitan Community College regarding operation of the Sarpy Douglas Law Enforcement Academy (SDLEA). If signed it will be retroactive back to 10/01/25, due to bargaining with the group in good faith towards the agreement of the contract presented.

FISCAL IMPACT:: None BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: No	COUNTER-PARTY:	INTERLOCAL AGREEMENT: Yes
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE: 10/01/25	CONTRACT TERM: 3 Years	CONTRACT END DATE: 9/30/28
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: No
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:

RECOMMENDATION:

I recommend signing the agreement.

ATTACHMENTS:

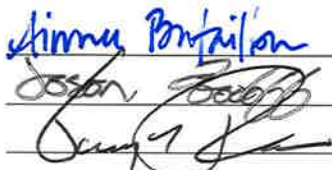
1. Interlocal	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of _____, 2026, by Sarpy County, Nebraska (hereinafter "Sarpy"), Douglas County, Nebraska (hereinafter "Douglas"), the City of Bellevue, Sarpy County, Nebraska (hereinafter "Bellevue"), the City of Papillion, Sarpy County, Nebraska (hereinafter "Papillion"), the City of La Vista, Nebraska, Sarpy County, Nebraska (hereinafter "La Vista") and the Nebraska Metropolitan Community College Area, ("hereinafter "MCC"), on behalf of the law enforcement agency of each Party; herein collectively referred to as "Participating Agencies" or "Agencies". Each Participating Agency is a duly existing body, corporate, and politic in accordance with and by virtue of the laws of the State of Nebraska.

WHEREAS, the Participating Agencies provide for the training of law enforcement officers of each of the Participating Agencies by participation in a State-approved law enforcement training academy; and,

WHEREAS, the Participating Agencies have not only common goals, staffing needs, training needs and other needs in common in the area of law enforcement, but also overlapping demands for Police responses; and,

WHEREAS, each of the Participating Agencies have expressed a desire to enhance local control and a more consistent training availability schedule; and,

WHEREAS, the Participating Agencies have long recognized that mutual aid and law enforcement training can be enhanced and made more flexible and effective by cooperation; and,

WHEREAS, the Participating Agencies wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. seq. as amended (herein "Interlocal Cooperation Act").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS;

1. Definitions: As used herein the following terms shall have the following meanings:
 - a. "Sarpy-Douglas Law Enforcement Academy Advisory Board," "Advisory Board," or "Board" shall mean the six-member board comprised of the chief law enforcement officer of each Participating Agency, or his or her designee, who shall be responsible for administering this cooperative undertaking.
 - b. "Participating Agencies," "Agencies," "Participants" or "Parties" shall mean the parties signatory hereto, and "Participating Agency," "Agency," or "Party" shall mean any one of the Participating Agencies, Agencies, or Parties.
 - c. "Sarpy-Douglas Law Enforcement Academy," "Academy," or "SDLEA" shall mean the training program developed and agreed to by the Participating Agencies to deliver basic police certification.

- d. "Recruit" shall mean a full-time or part-time paid law enforcement trainee in the employ of a Participating Agency.
 - e. "Fiscal Agent" shall mean the entity responsible for managing the budget, receipts, and expenditures of the Academy, or otherwise performing any specified duties, under this Agreement.
 - f. "Fiscal Agent Governing Body" shall mean the governing body of the Fiscal Agent.
 - g. "Super Majority" shall mean five of the six members of the Advisory Board.
 - h. "Authorized Representative" shall mean the Bellevue Chief of Police, the La Vista Chief of Police, the Papillion Chief of Police, the Douglas County Sheriff, the Sarpy County Sheriff, and the Metropolitan Community College Area Chief of Police, or any Authorized Representative's respective designee.
 - i. "SDLEA Director of Training", "Academy Training Director", and "Director", shall mean a person under the employ of the Fiscal Agent, who is directly responsible for curriculum and training policy development and implementation in administering the State Certified Police Training Program.
 - j. "Police Training Instructor" shall mean a person under the employ of the Fiscal Agent who provides professional work instructing law enforcement recruits at the SDLEA, and who reports to the SDLEA Director of Training.
2. Authority: The authority of the Participating Agencies entering into this Agreement is that authority granted by law, including without limitation the general powers of each Agency, the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13, Neb. Rev. Stat §13-801 through 13-827 (1943) (Reissue 2012); and the authority granted under Neb. Rev. Stat. Sections 29-215 and 81-1401 et seq.
 3. Purpose: The purpose of this Agreement is to formally extend an agreement to deliver the State of Nebraska basic curriculum for law enforcement officers.
 4. Sarpy-Douglas Law Enforcement Academy Advisory Board. This Agreement shall be administered by an Advisory Board consisting of the chief law enforcement officer of each Participating Agency, or his or her designee. The Advisory Board members shall be responsible for the overall policies and administration of this Agreement. The Advisory Board shall be known as the Sarpy-Douglas Law Enforcement Academy Advisory Board. The Advisory Board shall generally provide operational governance of the Academy. The Advisory Board shall make any and all decisions based on the concurrence of at least a majority of the Board members after providing an opportunity for all Advisory Board members, to be involved in any and all such decisions. An Advisory Board member shall be

deemed to have an opportunity to be involved in a decision if given a minimum of 14 days advance notice of the meeting and matter to be considered. The Sarpy-Douglas Law Enforcement Academy Advisory Board shall meet at least four times each year, with such additional meetings held as often as its members deem advisable. The Advisory Board shall annually in the month of January, from among themselves, elect a chairperson on a rotating basis. The Board shall establish and implement rules and procedures not inconsistent with the terms of this Agreement for implementation hereof.

Advisory Board Meetings shall be held in compliance with the Nebraska Open Meetings Act, Neb. Rev. Stat. § 84-1407, et seq.

The Advisory Board periodically will establish, evaluate and adjust the goals of the Academy as it determines advisable and in accordance with this Agreement. The Advisory Board is the final authority for developing, coordinating, disseminating, and implementing Sarpy-Douglas Law Enforcement Academy policy, except if otherwise determined by unanimous agreement of the governing bodies of the Participating Agencies.

During the initial term of this Agreement, the Advisory Board shall initiate a strategic plan addressing membership, facilities, and a financial projection for the Sarpy Douglas Law Enforcement Academy. The strategic plan shall be submitted by the Advisory Board to the Participating Agencies by June 30, 2025. The strategic plan will be reviewed bi-annually to ensure alignment with operational needs, fiscal sustainability, and long-term training objectives.

5. Sarpy-Douglas Law Enforcement Academy: It is hereby formally established that the Participating Agencies form a law enforcement basic training police academy known as the Sarpy-Douglas Law Enforcement Academy (SDLEA).

- a. Director, Police Training Instructor, and Participating Agency Instructors.
The Sarpy-Douglas Law Enforcement Academy shall consist of:

Sarpy-Douglas Law Enforcement Academy Training Director: If required due to vacancy during the initial or renewal term, the City of La Vista will select and hire the Director, provided the City first will obtain the advice and input of the Advisory Board. The Director shall be employed by the City of La Vista and shall be directly supervised by the La Vista Chief of Police or his/her designee from the La Vista Police Department. Recommendations or concerns regarding employment matters, including performance and/or duties, of the Director from Sarpy-Douglas Law Enforcement Academy Advisory Board members shall be communicated to the La Vista Chief of Police. The City of La Vista shall have full authority and make any final determinations on all matters concerning the employment of the Director, including conducting performance evaluations in accordance with the City of La Vista's personnel policies and procedures. The City of La Vista shall be responsible for providing the Advisory Board with a semi-annual update of the Director's job performance. At such times, the Advisory Board may provide input.

Sarpy-Douglas Law Enforcement Academy Police Training Instructor: If required due to vacancy during the initial or renewal term, the City of La Vista will select and hire the Police Training Instructor, provided the City first will obtain the advice and input of the Advisory Board. The Police Training Instructor shall be employed by the City of La Vista and shall be directly supervised

by the Academy Training Director. Recommendations or concerns regarding employment matters, including performance and/or duties, of the Police Training Instructor shall be communicated to the Academy Training Director. The City of La Vista shall have full authority to make any final determinations on all matters concerning the employment of the Police Training Instructor, including conducting performance evaluations in accordance with the City of La Vista's personnel policies and procedures. The Academy Training Director shall be responsible for providing the Advisory Board with an annual evaluation of the Police Training Instructor's job performance.

Instructor Specialists: The Sarpy-Douglas Law Enforcement Academy Director will select, develop, and support the necessary Instructor Specialists from among the subject matter expert employees of the Participating Agencies. The Academy Director shall identify practicing attorneys who hold Legal Instructor Certification. Each member of the Advisory Board shall maintain a list of staff members from his/her agency who are certified to teach the various components of Training Academy instruction. Instructor Specialists will be utilized by the SDLEA on an as-needed basis for specific training sessions.

- Instructor Specialists will possess content-area competency as mandated and approved by the Nebraska Police Standards Advisory Council. They shall be approved as General Instructors or Professional Instructors by the Nebraska Police Standards Advisory Council.
- Each of the Participating Agencies agrees to make available from the Agency's employees who are certified General or Professional Instructors, if selected by the Director, Instructor Specialists to instruct an equitable share of the course of study for every Academy session based on the Participating Agency's personnel, and according to each Participating Agency's abilities and subject to the Participating Agency's immediate needs, unless otherwise approved in advance by the Advisory Board and regardless of whether the Participating Agency has a law enforcement recruit enrolled. Salary, benefits, and supervision of Instructor Specialists employed by a Participating Agency remain the responsibility of the individual Participating Agency while said employee is assigned as an Academy Instructor Specialist.
- Within thirty days of the announcement of an Academy session, each Participating Agency shall submit to the Director a list of Instructor Specialists available to teach during the specific Academy session. The Director shall select and schedule Instructor Specialists from these lists for each Academy session in cooperation with each Participating

Agency and in accordance with the terms of this Agreement. Participating Agencies shall have at least thirty (30) days advance notice of the Instructor Specialist schedule for each Academy session.

- Participating Agencies agree to assign, if needed, an Instructor Specialist for the entire duration of a training academy class when the Participating Agency has a law enforcement recruit enrolled. The Sarpy-Douglas Law Enforcement Academy Advisory Board and all Participating Agencies agree to support the ongoing training and development of Instructor Specialists in order to enhance individual subject matter competency for teaching in the Academy. Expenses for instructor development are the sole responsibility of the Participating Agency.

Additional Positions: It is the responsibility of the Advisory Board to evaluate and, if warranted, recommend to the Participating Agencies' governing bodies the employment of additional funded positions within the SDLEA.

- b. Sarpy-Douglas Law Enforcement Academy Location and Facilities: The location and facilities used by the Participating Agencies of the SDLEA during the initial term of this Agreement shall be the La Vista Police Department, La Vista, Nebraska. Future locations and facilities shall be determined and agreed upon by a simple majority vote the Advisory Board. Each Participating Agency shall make classroom space available for an Academy session. Any additional resources that require an expenditure will be procured and payment coordinated by the Academy Training Director and Fiscal Agent (for example, range, driving track, other).
- c. SDLEA Budget: The Director shall develop and submit a proposed SDLEA Budget to the Fiscal Agent by April 1 of each calendar year. The Fiscal Agent shall provide the proposed budget, inclusive of proposed salary/wage increases for SDLEA paid staff and relative Agency contributions for shared expenses not covered by training fees, to the Advisory Board by May 1 of each year. On or before June 1 of each year the budget and contribution to shared expenses of each Participating Agency shall be subject to a vote of the Advisory Board. If the Advisory Board approves the proposed budget by a super majority vote, the proposed budget shall be subject to the approval of the Fiscal Agent's governing body by its incorporation into the Fiscal Agent's adopted budget statement. If so approved by the Fiscal Agent's governing body, the proposed SDLEA budget shall be provided to each Participating Agency.

Annual Participating Agency contributions necessary to fund the SDLEA Budget will be divided equally among the Participating Agencies. The contribution amount will be determined each year by the Sarpy-Douglas Law Enforcement Academy Advisory Board and approved by the Fiscal Agent's governing body according to the due dates set out in the Fiscal Agent's budget schedule for that succeeding fiscal year based on the amount in the budget not covered by training fees. By May 1 of each year,

a budget reconciliation calculation will be determined based on final prior fiscal year actual results compared to the SDLEA Budget for the year. Adjustments for any excess or shortfall will be carried out in the manner described in subsection "ii" below. Each Participating Agency's contribution to the SDLEA Budget for a budget year will be submitted to the Fiscal Agent by October 30 of such year. The Fiscal Agent will use such funds during the year to pay or reimburse shared expenses connected with the Academy. The Budget will not include the cost of classroom space provided at a Participating Agency for training or personnel assigned by a Participating Agency to the SDLEA. The Budget will reflect only the cost of shared expenses including but not limited to: compensation, benefits, insurance, payroll taxes, and all other personnel or other costs arising out of the employment of the Academy Training Director and Police Training Instructor, and any future paid staff, equipment, office supplies, props, postage, instructional media, curriculum, and reference materials.

- i. Except for the Academy Training Director and the Police Training Instructor, and any future paid SDLEA staff, each Participating Agency will be responsible for the personnel costs and obligations associated with the staff it assigns to the program, including base salary, overtime salary, and fringe benefits, Workers' Compensation, retirement, etc.
 - ii. The City of La Vista will serve as the Fiscal Agent for the SDLEA. Participating Agencies shall remit their share of the budget to the Fiscal Agent in accordance with this Section. Expenses incurred for the SDLEA will be paid by the Fiscal Agent. The Budget year shall be from October 1 to September 30 of each fiscal year. Each Participating Agency will include its share of training costs in its respective annual budget request and will seek governing body approval of the same. Monies remaining at the end of a budget year will be carried forward to pay shared expenses of future budget years. Any shortfall with respect to any budget year will be remedied by increasing required contributions of Participating Agencies for the following budget year.
- d. Training Fees: Each of the Participating Agencies shall be responsible for all fees payable to the Nebraska Law Enforcement Training Center for peace officer certification of such Participating Agency. Additionally, every Participating Agency shall pay a training fee as established by a super majority vote of the Advisory Board to the Fiscal Agent of the SDLEA for every law enforcement recruit the Participating Agency enrolls in a Recruit Class. All training fees shall be used by the Fiscal Agent to offset expenses incurred with the Recruit Class.
- e. Grants: Grant funds will be sought by the Academy Training Director and Participating Agencies to be used to pay or reimburse costs of the Academy. Grants will be figured in the annual budget reconciliation.

- f. Policies and Procedures. SDLEA policies and procedures will be approved by the Sarpy-Douglas Law Enforcement Academy Advisory Board before any training is performed under the terms of this Agreement. The SDLEA policies and procedures may be amended from time to time by approval of a majority of the Sarpy-Douglas Law Enforcement Academy Advisory Board.
 - g. Annual Report. The SDLEA shall prepare and submit an annual report to the governing bodies detailing the operation of the training program, officers enrolled, certified and employed by the respective Participating Agencies and cost associated therein.
- 6. Dispute Resolution Process: In the event of a dispute arising under this Agreement, the matter shall be referred to the Sarpy-Douglas Law Enforcement Academy Advisory Board for resolution. Any dispute which, in the judgment of a Party to this Agreement, involves or may affect the performance of such Party shall be reduced to writing and delivered to the each member of the Sarpy-Douglas Law Enforcement Academy Advisory Board. As soon as possible thereafter, the Board shall schedule a face to face meeting with the authorized representative (or designee) of the Party and attempt to resolve the dispute in a satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within fourteen (14) business days after service of the written statement of dispute. The Advisory Board shall issue a decision within 30 days after the meeting. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.
- 7. Term of Agreement: This Agreement shall be effective for a term of three (3) years beginning on October 1, 2025, and ending September 30, 2028. Except as provided in paragraph 21 of this Agreement, during the initial three-year term, this Agreement may only be terminated upon the mutual agreement of all Participating Agencies. At the end of the three-year term, the Agreement shall automatically renew for two (2) additional one year terms unless any Party to the Agreement gives written notice by April 1 prior to the effective date of the renewal to the other Participating Agencies as to its desire not to renew the Agreement. ("Notice of Nonrenewal"). If any Agency provides such Notice of Nonrenewal, such Agency's participation in this Agreement shall terminate at the end of the initial term, and this Agreement shall renew and continue in effect with respect to the remaining members. During the renewal periods, the Agreement may be terminated at any time upon the mutual agreement of all Participating Agencies. During a renewal period, any Party to the Agreement may withdraw its participation. If at the end of the second renewal term the parties are negotiating the renewal of this Agreement for an additional term, this Agreement shall continue in full force and effect during such renewal negotiations until this Agreement is renewed or replaced by a succeeding agreement, or until such negotiations end without renewal or replacement, in which case this Agreement shall terminate on the last day of the next full calendar month.

Each Participating Agency shall retain title to any and all property, resources, and equipment brought into the Agreement by the Agency and upon termination of this Agreement shall remove and retake possession of such property. Any property,

resources, or equipment purchased or donated on behalf of the participating agencies collectively, shall be disposed of upon termination in accordance with the policies and procedures of the Advisory Board then in effect. In the absence of such guidelines, residual assets shall be distributed to each Participating Agency in equal shares. A decision to withdraw will not relieve the withdrawing Participating Agency of liability incurred prior to withdrawal, including any responsibilities for funding for a fiscal year beginning prior to written notice.

8. Liability Insurance: Each of the Participating Agencies agrees to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement personnel assigned by each Agency under this Agreement and insuring against liability for bodily injury, personal injury and property damage, in an amount not less than the maximum liability of such Agency under applicable law. No Party represents in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect any Party or its interests. Each Party is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit any Party's liability hereunder or to fulfill the indemnification provisions of this Agreement.

9. Miscellaneous.

- a. Other Agreements: The cooperative program hereby established is cumulative to and not in lieu of specific agreements heretofore or hereafter entered into between any of the Participating Agencies in respect to other aspects of public safety.
- b. Implementing Action. This Agreement shall be subject to each Participating Agency taking formal action by ordinance or resolution of its governing body approving this Interlocal Cooperative Agreement. Each Participating Agency shall furnish the other Participating Agencies executed copies of such authorizing action.
- c. Employer or Partner. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts or omissions of any Party or any personnel, employees, agents, contractors, or servants of a Party, pursuant to this Agreement shall be undertaken as an independent contractor and not as an employee or agent of any other Party. The Parties each shall, except as provided herein, act on its own behalf and not as agent, employee, partner, joint venture or associate of any other Party. An employee or agent of a Party shall not be deemed or construed to be the employee or agent of any other Party for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of any other Party. The Parties shall not provide any insurance coverage to any other Party or the employees of any other Party including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax

withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters with respect to its employees. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska with respect to the employees of a Party and any and all claims whatsoever on behalf of any such employee arising out of employment or alleged employment, including without limitation claims of discrimination shall in no way be the responsibility of any other Party. No Party shall have any authority to bind any other Party by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each Party shall be in its own name and not in the name of any other Party, unless otherwise provided herein. Notwithstanding anything in this Section to the contrary, a Party shall be responsible for any claims, costs or expenses proximately caused by the negligence of such Party or any officers, employees or agents of such Party.

10. Mutual Non-Discrimination Clause. In accordance with Neb. Rev. Stat. § 48-1122, each Party agrees that neither it nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, genetic information, marital status, military and veteran status, national origin, pregnancy, race religion, sex, or any other prohibited basis of discrimination.
11. Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.
12. Amendments/Modification. This Agreement may be modified only by written amendment, approved by the governing bodies and duly executed by authorized officials of all the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
13. Assignment. None of the Parties may assign its rights under this Agreement without the express prior written consent of all other Parties. An assignment without such prior written consent shall be a material breach of this Agreement.
14. Termination by Material Breach or by Agreement.

Termination by Material Breach: A Party shall have the option to terminate its participation in this Agreement if any other Party commits a material breach of this Agreement. A Party seeking to terminate its participation in this Agreement for a material breach of another Party, shall notify the Participants in writing specifying the alleged breach and provide the breaching Party a minimum time of not less than thirty (30) days to cure the alleged breach. However, if the nature of the material breach is such that more than thirty (30) days are reasonably required for

its cure, the breaching Party shall be in compliance with this provision if the breaching Party commences to cure within the thirty (30) day period, and thereafter diligently pursues such cure to completion. Unless a longer period of time is authorized, the termination shall be final and become effective at the end of a transition period of one hundred twenty (120) days following the failure to cure within the specified cure period (hereinafter referred to as "Termination Transition Period"), as extended; provided, however, the Termination Transition Period shall be extended (a) as the Participants deem necessary or appropriate in the interests of public safety, or (b) until one hundred twenty (120) days after final determination of any lawsuit, including appeals, affirming a termination pursuant to this Section 14. It is understood by the Participants, notwithstanding any termination or reason given therefore, that services and payments, if any, continue through the Termination Transition Period. Upon completion of the Termination Transition Period, the terminating Party's obligation for payment of its proportionate share under this Agreement shall terminate; provided, however, the terminating Party shall remain obligated for all payments owed under this Agreement.

Termination by Agreement: Unless terminated due to a material breach by a Party or the written consent of all Participants to terminate this Agreement, this Agreement shall not terminate before the end of the initial or any subsequent term.

15. Successors and Assigns Bound by Covenants. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.
16. Waiver. The failure of a Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
17. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
18. Indemnification. Each Party agrees to indemnify, defend, save and hold harmless, to the fullest extent allowed by law, each other Party, its officials, principals, officers, agents, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the negligent or wrongful acts or omissions of any Party's officials, principals, officers, agents, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from the performance of this Agreement.

that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including any loss of use resulting there from. The provisions of this section shall survive expiration or termination of this Agreement. These or other Indemnification provisions of this Agreement are not intended to waive a Party's sovereign immunity. A Party's liability under this Agreement is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

19. No Third Party Rights. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.
20. Authorized Representatives and Notice. In further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following individuals shall be the authorized representatives of the Parties:

FOR DOUGLAS COUNTY

County Sheriff
Douglas County Sheriff's Office
3601 North 156th Street
Omaha, NE 68916
(402) 444-6641

FOR SARPY COUNTY

County Sheriff
Sarpy County Sheriff's Office
8335 Platteview Road
Papillion, NE 68046
(402) 593-2288

FOR CITY OF BELLEVUE

Chief of Police
Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3100

FOR CITY OF LA VISTA

Chief of Police
La Vista Police Department
7701 South 96th Street
La Vista, NE 68128
(402) 331-1582

FOR CITY OF PAPIILLION

Chief of Police
Papillion Police Department
1000 East 1st Street
Papillion, NE 68046
(402) 597-2035

FOR METROPOLITAN
COMMUNITY COLLEGE

Chief of Police
Metropolitan Community College
5300 North 30th Street
Omaha, NE 68111
(531) 622-2647

Notice shall be in writing and shall be effective upon receipt by the authorized representative. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

21. Unavailability of Funding: Due to possible future reductions including but not limited City, County, State and/or Federal appropriations, a Party cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such involuntary reduction in appropriations, a Party may terminate its participation in the Agreement or reduce the consideration upon notice in writing to the other Parties. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery, to the Authorized Representatives. A Party shall be the final authority as to the availability of its funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, any other Party may cancel its participation in this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the other Parties.
22. Drug Free Policy. Parties assure each other that each has established and maintains a drug free workplace policy.
23. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114). Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
24. Public Benefits. With regard to Neb. Rev. Stat. §§4-108-113, no Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108–113.
25. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.
26. Joint Educational Work Product. Any original curriculum, including but not limited to: planning documents, lesson plans, audio-visual aids, testing review and testing materials developed exclusively for the SDLEA are the property of the SDLEA Advisory Board. No use, transfer, or release of any such materials for profit, or alternative educational instruction governed by the Coordinating Commission for Postsecondary Education Act, may occur without approval by a super majority of the Board.

Upon dissolution of the SDLEA, all such educational work product shall remain the property of the Fiscal Agent to be held by the Fiscal Agent as a law enforcement training record consistent with records retention and Public Records Act requirements, and any copies thereof held by members of other Participating

Agencies shall be returned to the Fiscal Agent for inclusion in the official training record.

This section does not prevent a Participating Agency or Participating Agency's employees from exercising control over training materials created by them for instruction to the Participating Agency's employees in the course of their employment with the Participating Agency.

27. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.
28. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Participating Agencies shall govern. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.
29. Multiple Counterparts: This agreement, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto, and it shall be in full force and effect even if so executed.
30. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement to be so executed by them and their duly authorized Officers, effective as of the day and year first above written.

ATTEST

CITY OF BELLEVUE, NEBRASKA

City Clerk

(Mayor)

ATTEST

CITY OF LA VISTA, NEBRASKA

City Clerk

(Mayor)

ATTEST

CITY OF PAPILLION, NEBRASKA

City Clerk

(Mayor)

ATTEST

SARPY COUNTY, NEBRASKA

County Clerk

(Board Chairman)

ATTEST

DOUGLAS COUNTY, NEBRASKA

County Clerk

(Board Chairman)

Approved as to Form

METROPOLITAN COMMUNITY
COLLEGE AREA

MCC General Counsel

(College President)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 16, 202		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

Approve and authorize the Mayor to sign the agreement to amend the final plat pedestrian access easement for Belle Lago Replat 2.

SYNOPSIS/BACKGROUND:

Larry Jobeun, on behalf of HRC Belle Lago Brownstones, LLC is requesting an amendment to the final plat pedestrian access easement for Belle Lago Replat 2. The Planning and Public Works Departments have reviewed the amendment and have no issues with its approval.

FISCAL IMPACT: None BUDGETED FUNDS: GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	COUNTER-PARTY:	INTERLOCAL AGREEMENT:	
CONTRACT DESCRIPTION:			
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:	
PROJECT NAME:			
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED:
CIP PROJECT NAME:		CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:	

RECOMMENDATION:

Staff recommends approval of the amendment.

ATTACHMENTS:

1. Agreement to Amend Pedestrian Easement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Tammi Palm
[Signature]
[Signature]

**AGREEMENT TO AMEND FINAL PLAT
PEDESTRIAN ACCESS EASEMENT
BELLE LAGO REPLAT 2
SARPY COUNTY, NEBRASKA**

THIS AGREEMENT TO AMEND FINAL PLAT ("Agreement") is entered into as of the 16th day of June, 2026, by and between the **CITY OF BELLEVUE, NEBRASKA**, a municipal corporation (hereinafter "City"), and **HRC BELLE LAGO BROWNSTONES, LLC**, a Nebraska limited liability company, as successor-in-interest to **BOYER YOUNG EQUITIES XV – BELLE LAGO, LLC**, a Nebraska limited liability company (hereinafter "Developer").

RECITALS:

WHEREAS, on June 9, 2020, the Final Plat of Belle Lago Replat 1 was filed of record with the Sarpy County Register of Deeds, Instrument No. 2020-15890, covering Lots 1 thru 72, inclusive, and Outlots "A" thru "C", inclusive, Belle Lago Replat 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (hereinafter "Belle Lago Replat 1"); and

WHEREAS, Belle Lago Replat 2, is a subsequent replatting of Belle Lago Replat 1, into Lots 1 thru 63, inclusive, and Outlots "A" thru "C", inclusive, Belle Lago Replat 2, which was filed of record with the Sarpy County Register of Deeds, Instrument No. 2020-15890 (hereinafter "Belle Lago Replat 2"); and

WHEREAS, the Final Plat of Belle Lago Replat 2 contains notations regarding pedestrian access easements, including a twenty (20) foot wide strip of land abutting the south boundary lines of all interior lots, designated for pedestrian access purposes as more particularly described therein; and

WHEREAS, E & A Consulting Group, Inc. has prepared an amended Pedestrian Access Easement depicting a pedestrian access easement over, across and through parts of Lots 1 through 12, Belle Lago Replat 2, which is legally described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter "Revised Pedestrian Easement Dimensions"); and

WHEREAS, the parties desire to amend the notation on the Final Plat of Belle Lago Replat 2 pertaining to the pedestrian access easement applicable to Lots 1 through 12, Belle Lago Replat 2, to conform to the Revised Easement Dimensions as depicted on the Pedestrian Access Easement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment of Final Plat – Pedestrian Access Easement. The notation on the Final Plat of Belle Lago Replat 2 pertaining to the pedestrian access easement for Lots 1 through 12, Belle Lago Replat 2, is hereby amended to conform to the Revised Easement Dimensions set forth in the Pedestrian Access Easement Exhibit prepared by E & A Consulting Group, Inc. dated May 12, 2026, which is attached hereto as Exhibit "A" and incorporated herein by this reference.

2. Description of Amended Easement. As amended hereby, the pedestrian access easement applicable to Lots 1 through 12, Belle Lago Replat 2, shall be a strip of land ten (10) feet in width, running along the southerly line of said Lots 1 through 12, as more particularly described on Exhibit "A" attached hereto.

3. Superseding of Prior Notation. The pedestrian access easement notation contained in the Final Plat of Belle Lago Replat 2, as it applies to Lots 1 through 12, Belle Lago Replat 2 is hereby superseded and replaced in its entirety by the Revised Easement Dimensions set forth in and as depicted on Exhibit "A". All other notations, easements, dedications, and provisions of the Final Plat of Belle Lago Replat 2 remain in full force and effect and are unaffected by this Agreement.

4. Recording. Upon execution by all parties, this Agreement, together with Exhibit "A" attached hereto, shall be recorded with the Sarpy County Register of Deeds at the Developer's expense. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

5. Authority. Each party represents and warrants that the person executing this Agreement on its behalf has full authority to do so and to bind such party to the terms hereof.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

7. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings of the parties with respect thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DEVELOPER:

HRC BELLE LAGO BROWNSTONES, LLC, a Nebraska limited liability company,

By: _____
Name: _____
Title: _____
Date: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said County, personally appeared _____, known to me to be the _____ of HRC Belle Lago Brownstones, LLC, LLC, a Nebraska limited liability company, that executed the within and foregoing instrument, and acknowledged to me that such company executed the same as its free and voluntary act and deed on behalf of said limited liability company.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public
My commission expires: _____

CITY:
CITY OF BELLEVUE, NEBRASKA,
a municipal corporation,

By: _____
Rusty Hike, Mayor

Date: _____

ATTEST:

City Clerk, City of Bellevue, Nebraska

Date: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

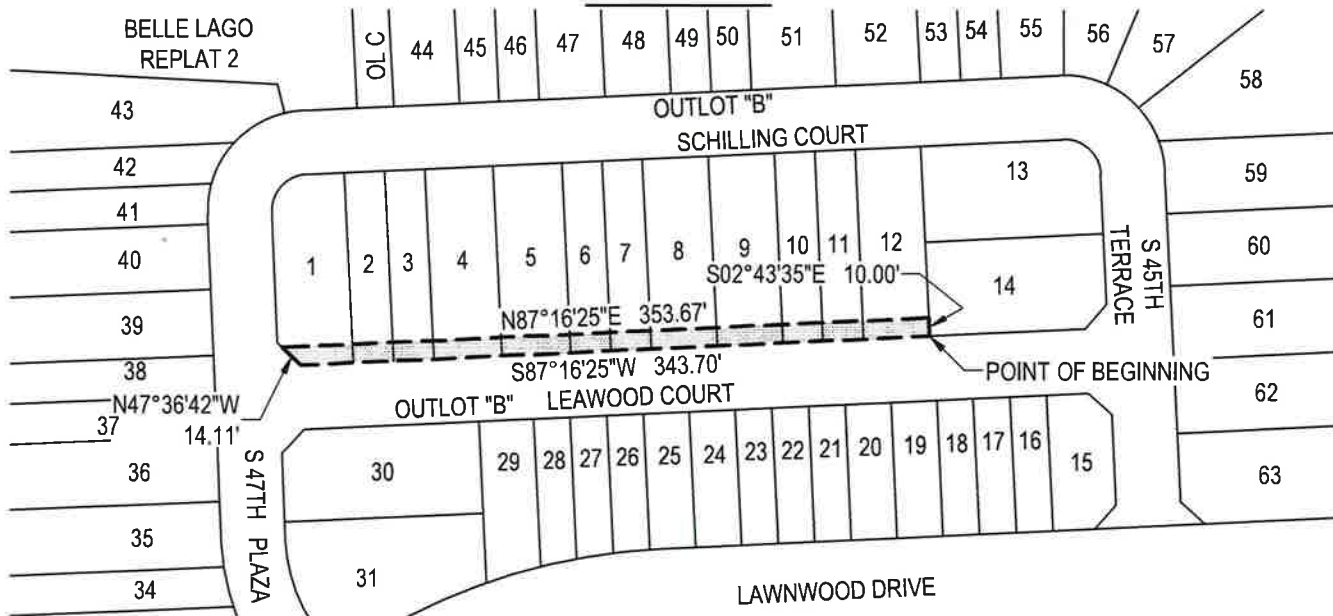
On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said County, personally appeared Rusty Hike, known to me to be the Mayor of the City of Bellevue, Nebraska, a municipal corporation, that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same as its free and voluntary act and deed on behalf of said City.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public
My commission expires: _____

EXHIBIT "A"
REVISED PEDESTRIAN EASEMENT DIMENSIONS

EXHIBIT "A"

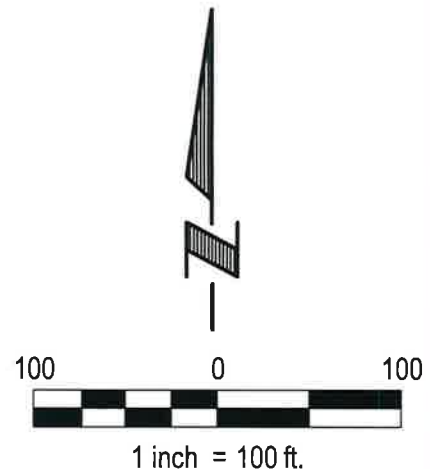


LEGAL DESCRIPTION

A PEDESTRIAN ACCESS EASEMENT LOCATED IN PART OF LOTS 1 THRU 12, BELLE LAGO REPLAT 2, A SUBDIVISION LOCATED IN PART OF NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 14, SAID BELLE LAGO REPLAT 2, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 12, BELLE LAGO REPLAT 2, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF OUTLOT "B" (ALSO KNOWN AS LEAWOOD COURT), SAID BELLE LAGO REPLAT 2; THENCE ALONG THE SOUTHERLY LINE OF SAID LOTS 1 THRU 12, BELLE LAGO REPLAT 2, SAID LINE ALSO BEING SAID NORTHERLY LINE OF OUTLOT "B" (ALSO KNOWN AS LEAWOOD COURT), BELLE LAGO REPLAT 2 ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) THENCE S87°16'25"W (ASSUMED BEARING), A DISTANCE OF 343.70 FEET; (2) THENCE N47°36'42"W, A DISTANCE OF 14.11 FEET; THENCE N87°16'25"E ALONG A LINE 10.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTHERLY LINE OF LOTS 1 THRU 12, BELLE LAGO REPLAT 2, A DISTANCE OF 353.67 FEET TO THE EASTERLY LINE OF SAID LOT 12, BELLE LAGO REPLAT 2, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 14, BELLE LAGO REPLAT 2; THENCE S02°43'35"E ALONG SAID EASTERLY LINE OF LOT 12, BELLE LAGO REPLAT 2, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 14, BELLE LAGO REPLAT 2, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID PEDESTRIAN ACCESS EASEMENT CONTAINS 3,487 SQUARE FEET OR 0.080 ACRES, MORE OR LESS.



E & A CONSULTING GROUP, INC.
Engineering Answers

E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599

Job No.: P2016.541.003

Date: 05/12/2026

Drawn by: CJU

Scale: 1"=100'

Sheet: 1 of 1

PEDESTRIAN ACCESS EASEMENT

LOTS 1 THRU 12
BELLE LAGO REPLAT 2
SARPY COUNTY, NEBRASKA

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 16, 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 260510 ST26(07) - N-370, 48th St to Arboretum Dr Traffic Signal Retiming

SYNOPSIS/BACKGROUND:

Felsburg Holt & Ullevig (FHU) will provide engineering services for the retiming of traffic signals along Highway 370 from 48th Street to Arboretum Drive in the amount of \$88,250.00. These services will include investigation of short term signal timing adjustments to accommodate additional traffic on local streets due to NDOT bridge work on US 75.

FISCAL IMPACT: \$88,250.00 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 260510 ST26(07) - N-370 48th St to Arboretum Dr Traffic Signal Retiming			
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:	
PROJECT NAME: BPW 260510 ST26(07) - N-370 48th St to Arboretum Dr Traffic Signal Retiming			
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED:
CIP PROJECT NAME: Signal Improvements		CIP PROJECT NUMBER: ST26(07)	
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 7010		ACCOUNT NUMBER: 10-15-7010	

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and FHU for N-370, 48th St to Arboretum Dr Traffic Signal Retiming in the amount not to exceed \$88,250.00

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Shirley Brattila
Joseph [Signature]
[Signature]

May 29, 2026

RE: DESCRIPTION OF PROJECT AND SCOPE OF SERVICES AND FEE
N-370 – 48th Street to Arboretum Boulevard - Traffic Signal Retiming

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 proposal to provide engineering services to the City of Bellevue for traffic signal retiming along N-370, as well as temporary traffic signal timing modifications associated with the phased US 75 bridge repair project construction. The information used to prepare this proposal is based on our discussions. Felsburg Holt & Ullevig (FHU) has teamed up with Albeck & Associates and All Traffic Data (ATD) to complete the retiming effort.

The primary objective for the retiming effort will be to optimize traffic flow between the closely spaced signals around the US 75 interchange and along N-370. FHU will acquire turning movement counts, optimize and field-implement new signal timings, and provide a letter memo summarizing the findings of the study. The study area is shown in **Figure 1** with the project limits in red and the study area intersections in yellow, green, and purple.

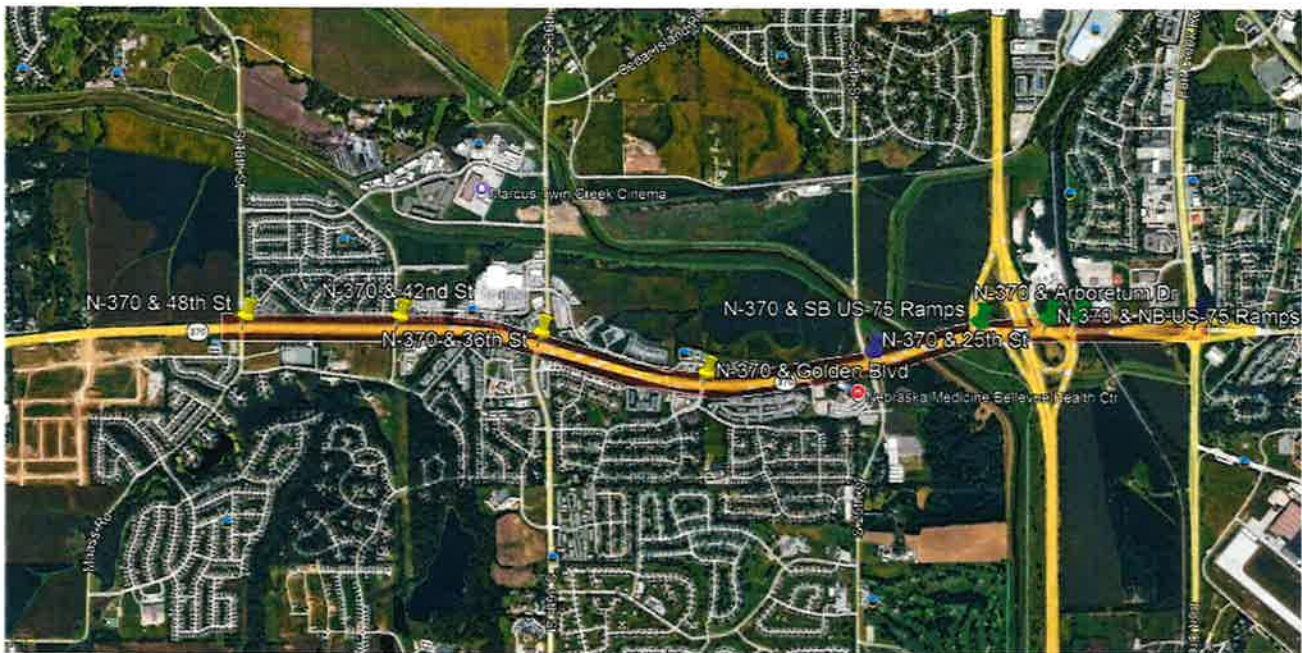


Figure 1. Project Study Area Map

Retiming study intersections will include:

- N-370 & 48th Street
- N-370 & 42nd Street
- N-370 & 36th Street
- N-370 & Golden Boulevard
- N-370 & 25th Street
- N-370 & SB US-75 Ramps
- N-370 & NB US-75 Ramps
- N-370 & Arboretum Drive

Scope of Services

FELSBURG HOLT & ULLEVIG TO PROVIDE THE FOLLOWING SERVICES:

The tasks below describe the engineering services to be provided by FHU to the City for traffic signal retiming along N-370 from 48th Street to Arboretum Drive. Tasks 1 through 6 describe the services associated with the corridor retiming effort along N-370.

Task 7 describes the services associated with temporary signal timing modifications and operational evaluations related to the phased US 75 bridge construction project and associated detour routes.

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. *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. *Kickoff Meeting* – FHU will attend one kickoff meeting with City staff to discuss project goals and signal timing standards to follow. This meeting may occur virtually.

Task 3 – Data Collection & Field Reviews/Observations

- a. *Traffic Counts* – Traffic Counts will be conducted by ATD. ATD will conduct a seven-day count using road tubes to determine daily and weekly traffic patterns. This will guide our decision for when to conduct turning movement counts (TMCs) as well as guide our day plans for the traffic signal timings. Automatic Traffic Recorder (ATR) data from NDOT at station A26 on US-75 just north N-370 will be utilized.

TMCs will be conducted for eight hours on a typical weekday at each study intersection. Weekend TMCs will be conducted for four hours at the intersections along Cornhusker Road from 21st Street through 15th Street. These intersections have critical weekend volumes and the weekend TMCs collected will be used to factor the weekday TMCs to determine approximate weekend volumes for the corridor.

The traffic count data to be collected includes:

- N-370 from 48th Street to Arboretum Drive (7-day segment count)
 - N-370 & 48th Street (8-hour weekday and 4-hour weekend TMCs)
 - N-370 & 42nd Street (8-hour weekday and 4-hour weekend TMCs)
 - N-370 & 36th Street (8-hour weekday and 4-hour weekend TMCs)
 - N-370 & Golden Boulevard (8-hour weekday and 4-hour weekend TMCs)
 - N-370 & 25th Street (8-hour weekday and 4-hour weekend TMCs)
 - N-370 & SB US-75 Ramps (8-hour weekday and 4-hour weekend TMCs)
 - N-370 & NB US-75 Ramps (8-hour weekday and 4-hour weekend TMCs)
 - N-370 & Arboretum Drive (8-hour weekday and 4-hour weekend TMCs)
- b. *Field Reviews* – Field reviews will be conducted to validate existing geometry, signal phasing, and signal timings.

Task 4 – Analysis

- a. *Synchro* – The Synchro models will be created based on current field conditions. Synchro models for four design periods will be created. These will be the AM Peak (AM), Midday (MD), PM Peak (PM), and Weekend MD (WM). The volumes for the WM model will be derived from weekday counts using the four weekend TMCs.
- b. *Before Runs* – Travel time runs, or “before runs,” will be conducted along the corridor. The before runs will be conducted during the AM (6:45 AM to 8:15 AM) and PM (3:00 PM to 5:30 PM) peak periods. This information will be used to calibrate the existing Synchro models and establish a basis by which after runs can be compared.
- c. *Clearance Values* – Yellow change, Red clearance, Walk, and Flashing Don’t Walk values will be updated to the most recent City of Omaha standard based on current field conditions.
- d. *Optimization* – The Synchro models will be updated with new clearance values and timings will be optimized. Optimized time-periods will be the AM, MD, PM, and WM periods. Tru-Traffic software will then be utilized to optimize progression along the corridor. The day plan schedule will be reviewed based on the collected 7-day x 24-hour counts and adjusted as necessary.

Task 5 – Implementation

- a. *Implementation* – FHU will program the new timings into the traffic signal controllers and proceed to a fine-tuning effort immediately thereafter. Timings will be reviewed to ensure they are operating as designed and will be adjusted for optimal operation based on field conditions. Fine-tuning travel time runs will be conducted with Tru-Traffic software to determine offset and sequence adjustments for optimal progression based on field conditions.
- b. *After Runs* – Travel time runs, or “after runs,” will be conducted along the corridor. The after runs will occur during the same time frames as the before runs and will serve the purpose of documenting field measured travel time improvements to the corridor.

Task 6 – Documentation

- a. *Memo* – A letter memo will be prepared documenting the results of the signal timing effort. The letter will include updated signal timings, time-space diagrams, and a discussion of the results.

Task 7 – Construction Traffic Timing Plans

- a. *Traffic Counts* – Traffic Counts will be conducted by FHU. 8-hour turning movement counts will be completed.
- b. *Coordination with NDOT Construction Phasing* – The Nebraska Department of Transportation (NDOT) is currently completing a bridge repair project on US 75 between N-370 and Cornhusker Road. FHU will coordinate traffic signal timing evaluations and timing modifications to accommodate the phased bridge construction and associated traffic detours.
- c. *Southbound Bridge Construction Phase* – During the southbound bridge construction phase, southbound US 75 traffic will be detoured to 25th Street. FHU will evaluate traffic operations and develop temporary signal timing modifications for the following intersections to improve corridor progression and accommodate detour traffic:
 - Cornhusker Road & 25th Street
 - N-370 & 25th Street
 - N-370 & SB US 75 Ramps

Signal timing recommendations will include review of cycle lengths, splits, offsets, and coordination plans to improve traffic operations during construction.

- d. *Northbound Bridge Construction Phase* – During the northbound bridge construction phase, FHU will evaluate traffic operations and develop temporary signal timing modifications for the following intersections:
 - N-370 & NB US 75 Ramps
 - N-370 & Arboretum Drive
 - N-370 & Fort Crook Road
 - Cornhusker Road & Fort Crook Road

Signal timing recommendations will include review of cycle lengths, splits, offsets, and coordination plans to improve traffic operations during construction.

- e. *Implementation and Fine-Tuning* – FHU will implement approved temporary timing plans and conduct field observations to fine-tune signal operations during each construction phase based on observed traffic conditions.

Proposed Schedule

Upon receipt of a signed agreement, FHU will begin working on this assignment and will schedule a kick-off meeting anticipated in June 2026. This meeting may occur by video conference or conference call. The proposed schedule below applies to Tasks 1 through 6 associated with the N-370 corridor retiming effort from 48th Street to Arboretum Drive.

Tasks 1 through 6 – Schedule

ACTIVITY	DAYS	CUMULATIVE TOTAL
City Council Approval	-	-
Anticipated Notice to Proceed	0	-
Data Collection (Traffic Counts)	21	21
Before Runs		
Field Observations (Corridor)		
Model Development/Clearances	30	51
Implementation	14	65
Fine-Tuning		
After Runs	7	72
Draft Memo	27	99
Finalize and Submit Memo	21	120
TOTAL	120	120

Task 7 associated with the US 75 bridge construction traffic timing efforts will be completed in coordination with the NDOT construction phasing schedule and will occur concurrently with bridge construction activities. The proposed schedule is shown below and applies to each phase on construction.

Task 7 – Schedule

ACTIVITY	DAYS	CUMULATIVE TOTAL
City Council Approval	-	-
Anticipated Notice to Proceed	0	-
Data Collection (Traffic Counts) – Previously Completed	10	10
Model Development		
Field Observations (Corridor)		
Implementation and Fine-tuning	18	28
TOTAL	28	28

Fee Estimate

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 **\$88,250.00**. Detailed fee estimates for FHU (Exhibit C) and Albeck & Associates (Exhibit D) are 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. 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 agrees to the terms of the attached Letter Agreement Standard Provisions (Exhibit E). Please return a signed copy of this contract proposal for our files.

Sincerely,

FELSBURG HOLT & ULLEVIG



Adam Denney, PE, PTOE
Principal

Accepted By _____

Title

Date: May 29, 2026

Date

Attachments

EXHIBIT B - 2026 Standard Rates Sheet

EXHIBIT C - FHU Detailed Fee Estimate

EXHIBIT D - Albeck & Associates Detailed Fee Estimate

EXHIBIT E - Letter Agreement Standard Provisions

O:\Marketing\Proposals\Letter Proposals\City of Bellevue\N-370 Signal Timing\N-370 Retiming Proposal_2026.05.29.doc

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

Bellevue, NE

EXHIBIT C



Work Hours By Task

DIRECT PROJECT EXPENSES

TOTAL DIRECT PROJECT EXPENSES

\$42,230

\$88,250

N-370 - Traffic Signal Retiming Bellevue, NE

Estimated Fee Amount

EXHIBIT D



ALBECK + ASSOCIATES

TASKS

Work Hours By Task

	JA			Total
Task 1 Project Management	3	0	0	\$645
a. Project Management	2			\$430
b. QA/QC	1			\$215
Task 2 Meetings	2	0	0	\$430
a. Kickoff Meeting	2			\$430
Task 3 Data Collection	10	0	0	\$2,150
a. Traffic Counts	0			\$0
b. Field Reviews	10			\$2,150
Task 4 Analysis	28	0	0	\$6,020
a. Synchro	8			\$1,720
b. Before Runs	2			\$430
c. Clearance Values	2			\$430
d. Optimization	16			\$3,440
Task 5 Implementation	26	0	0	\$5,590
a. Implementation and Fine-Tuning	24			\$5,160
b. After Runs	2			\$430
Task 6 Documentation	1	0	0	\$215
a. Memo	1			\$215
Task 7 Construction Traffic Timing Plans	56	0	0	\$12,040
a. Traffic Counts	0			\$0
b. Coordination with NDOT Construction Phasing	0			\$0
c. Southbound Bridge Construction Phase	16			\$3,440
d. Northbound Bridge Construction Phase	16			\$3,440
e. Implementation and Fine-Tuning	24			\$5,160
TOTAL HOURS	126	0	0	126
TOTAL LABOR / HR RATE	\$215.00			
TOTAL LABOR COSTS	\$27,090	\$0	\$0	\$27,090

DIRECT PROJECT EXPENSES

Printing		\$0.19	\$0
Mileage	520	\$0.700	\$364
TOTAL DIRECT PROJECT EXPENSES			\$364
TOTAL PROJECT COST			\$27,454

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 \$150,000. 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

COUNCIL MEETING DATE: June 16, 2026		SUBMITTED BY: David Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

250301 CIPST 26(06) Quail Creek Rehabilitation at Twin Creek Drive - Professional Services Agreement - Amendment 1

SYNOPSIS/BACKGROUND:

On March 18, 2025 the City Council approved an agreement with Jacobs Engineering Group to provide professional engineering services for Quail Creek Rehabilitation at Twin Creek Drive. Amendment 1 adds services to establish the physical location of a City of Bellevue sanitary sewer that crosses under Quail Creek and modify the design accordingly.

FISCAL IMPACT: \$13,109.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Jacobs Engineering Group	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: 250301 CIPST 26(06) Quail Creek Rehabilitation at Twin Creek Drive		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: 250301 CIPST 26(06) Quail Creek Rehabilitation at Twin Creek Drive		
START DATE:	END DATE:	PAYMENT DATE:
CIP PROJECT NAME: Drainage Improvements		INSURANCE REQUIRED:
CIP PROJECT NUMBER: ST26(06)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):
ACCOUNTING DISTRIBUTION CODE: 7010	ACCOUNT NUMBER: 10-15	

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign Amendment 1 to the agreement between the City of Bellevue and Jacobs Engineering Group Inc. for the amount not to exceed \$13,109.00.

ATTACHMENTS:

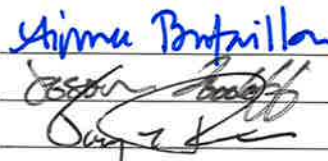
1. Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





Challenging today.
Reinventing tomorrow.

PROFESSIONAL SERVICES AGREEMENT

PROJECT Quail Creek Rehabilitation at Twin Creek Drive
NAME: CIPST 24(07) – Final Design Services
CLIENT: City of Bellevue, NE
ADDRESS: 1510 Wall St, Bellevue, NE 68005

PROJECT
NUMBER: BPW-250301

hereby requests and authorizes Jacobs Engineering Group Inc. (“Jacobs”) to perform the following Services:

SCOPE OF SERVICES: See Attachment A1 – Scope of Services

COMPENSATION to be on a basis of:

Jacobs established hourly rates as set forth in Amendment 1 Attachment B1, plus reimbursement of Jacobs’ Direct Expenses including technical and professional services & expenses furnished by an outside source, are increased by Thirteen Thousand One Hundred and Nine dollars (\$13,109), increasing the not-to-exceed amount from \$571,803 to \$584,912. Jacobs shall not be required to provide services beyond the not-to-exceed amount without additional compensation as mutually agreed in writing.

See Attachment B1 for Compensation

The parties agree to the “Provisions” provided on page 2 of this authorization.

Accepted for **CLIENT**

Accepted for **JACOBS ENGINEERING GROUP INC.**

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: John G. Stewart
Title: Vice President / Sr. Civil Engineer
Date: June 5, 2026

PROVISIONS

1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for JACOBS to proceed with the Services, unless otherwise provided for in this Agreement.

2. **LABOR COSTS.** In the event JACOBS' compensation is calculated by reference to JACOBS' Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of JACOBS' employees on CLIENT's Project, multiplied by an amount charged for each such employee's work as further defined in Attachment B.

3. **DIRECT EXPENSES.** JACOBS' Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at current IRS rate at time of services, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JACOBS.

4. **OUTSIDE SERVICES.** When approved by CLIENT, technical or professional services can be furnished by an outside source. In this event, an additional amount shall be added to the cost of these services to account for JACOBS' administrative cost by multiplying the costs of the services by a multiplier of 1.05.

5. **COST ESTIMATES.** Any cost estimates provided by JACOBS will be on a basis of experience and judgment. Since JACOBS has no control over market conditions or bidding procedures, JACOBS does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. **PROFESSIONAL STANDARDS.** JACOBS shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, JACOBS will reperform the deficient Services at no cost to the CLIENT, and JACOBS shall have no liability for repair or replacement, construction rework or other costs. JACOBS makes no warranty, expressed or implied.

7. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by JACOBS if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and JACOBS. In the absence of an express agreement about compensation, JACOBS shall be entitled to an equitable adjustment to its compensation for performing such additional services.

8. **SALES TAX.** In addition to any other sums or amounts required to be paid by CLIENT to JACOBS pursuant to this Agreement, CLIENT must also pay to JACOBS the amount of any applicable sales, use, excise or other tax with respect thereto (other than any general income tax payable by JACOBS with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.

9. **LIMITATION OF LIABILITY.** Excluding JACOBS' liability for bodily injury or damage to the property of third parties. Notwithstanding any other provision of this Agreement, JACOBS shall have no liability to the CLIENT for contingent, consequential, or other indirect damages.

10. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief. Parties will bear their respective costs incurred in connection with attending and participating in mediation, except that the Parties will equally share the fees and expenses of the mediator.

11. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event JACOBS is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, JACOBS may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to JACOBS which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to JACOBS to provide such Services.

12. **PAYMENT TO JACOBS / INTEREST ON PAST-DUE AMOUNTS.** Monthly invoices will be issued by JACOBS for all Services performed under the terms of this Agreement. Invoices are due and payable 30 days from date the invoice is received. CLIENT agrees to pay interest at the rate of 1½% per

month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to JACOBS, and if such interest exceeds the principal balance of CLIENT's indebtedness to JACOBS, will be returned to CLIENT.

13. **TERMINATION FOR NON-PAYMENT OF FEES.** Without limiting any other remedy that may be available, JACOBS may stop work or terminate this Agreement if CLIENT has not cured a payment default within 7 days after receipt of written notice from JACOBS. Any failure to make a payment within the time required in Article 12 above shall constitute a payment default. Notice by e-mail or fax, followed by overnight courier, shall meet this notice requirement. JACOBS' right to stop work or terminate this Agreement shall not be waived by JACOBS' continued performance during any period of investigation by JACOBS to determine the reasons for CLIENT's nonpayment.

14. **CONSTRUCTION PHASE SERVICES.** If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply: (a) If JACOBS is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, JACOBS will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JACOBS shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JACOBS is called upon to review submittals from construction contractors, JACOBS shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. JACOBS' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in JACOBS' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) JACOBS shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JACOBS shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JACOBS, in a form satisfactory to JACOBS.

15. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

16. **FORCE MAJEURE.** Any delays in or failure of performance by JACOBS shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by pandemics or occurrences beyond the reasonable control of JACOBS. In the event that any event of force majeure as herein defined occurs, JACOBS shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

17. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, JACOBS may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by JACOBS to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JACOBS' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

18. **THIRD PARTY BENEFICIARIES.** Except to the extent any claims alleging negligence are asserted directly against any JACOBS employee wherein such JACOBS employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of JACOBS, there are no third party beneficiaries to this Agreement.

Attachment A1

AMENDMENT 1 – SCOPE OF SERVICES

Quail Creek Rehabilitation at Twin Creek Drive

Final Design Services

Jacobs Engineering Group Inc. (JACOBS) agrees to provide the City of Bellevue (CLIENT) Public Works Department services as outlined herein for a project generally described as Quail Creek Rehabilitation at Twin Creek Drive Design Services (PROJECT).

Project Understanding

This is Amendment No. 1 to the Agreement for Professional services dated March 18, 2025 between the CLIENT and JACOBS. Amendment No. 1 of the PROJECT includes additional engineering services for the PROJECT that includes the Preliminary Design (30 Percent Design) and Final Design (90 Percent and 100 Percent Designs) services for rehabilitation of the Quail Creek stream channel from Twin Creek Drive to the confluence of the West Papillion Creek (approximately 2,000 feet), hydraulic analysis of flows in Quail Creek, grant support services, permitting support services, and bidding support services.

The primary components of Amendment No. 1 are the following:

- Additional project management
- Potholing of the existing sanitary siphon system that bisects Quail Creek
- Final design modifications to incorporate findings from the potholing/hydro excavating efforts

Scope of Services

1 Project Management

1.1 Project Administration

JACOBS will provide additional project management to procure and oversee the subcontract with Heimes Corp. to execute the potholing of the existing siphon.

1.2 Progress Meetings

No additional services are to be provided as part of this Amendment No. 1.

Task 1 Deliverables

Monthly progress meeting agendas and summaries, invoices, and status reports.

2 Utility Coordination and Field Assessments

Additional services for Task 2 Utility Coordination and Field Assessments subtasks are as noted below. For those subtasks that are not listed no additional services are to be performed as part of this Amendment No. 1.

2.6 Potholing / Hydro Excavation of Siphon Sewer

JACOBS will utilize Heimes Corp. to perform hydro excavation work at Quail Creek to locate the alignment of the 6" and 8" siphon pipes.

The area associated with this effort is identified in Figure 1 – Quail Creek Overall Project, with the specific area shown in Figure 2 – Quail Creek Siphon Location.

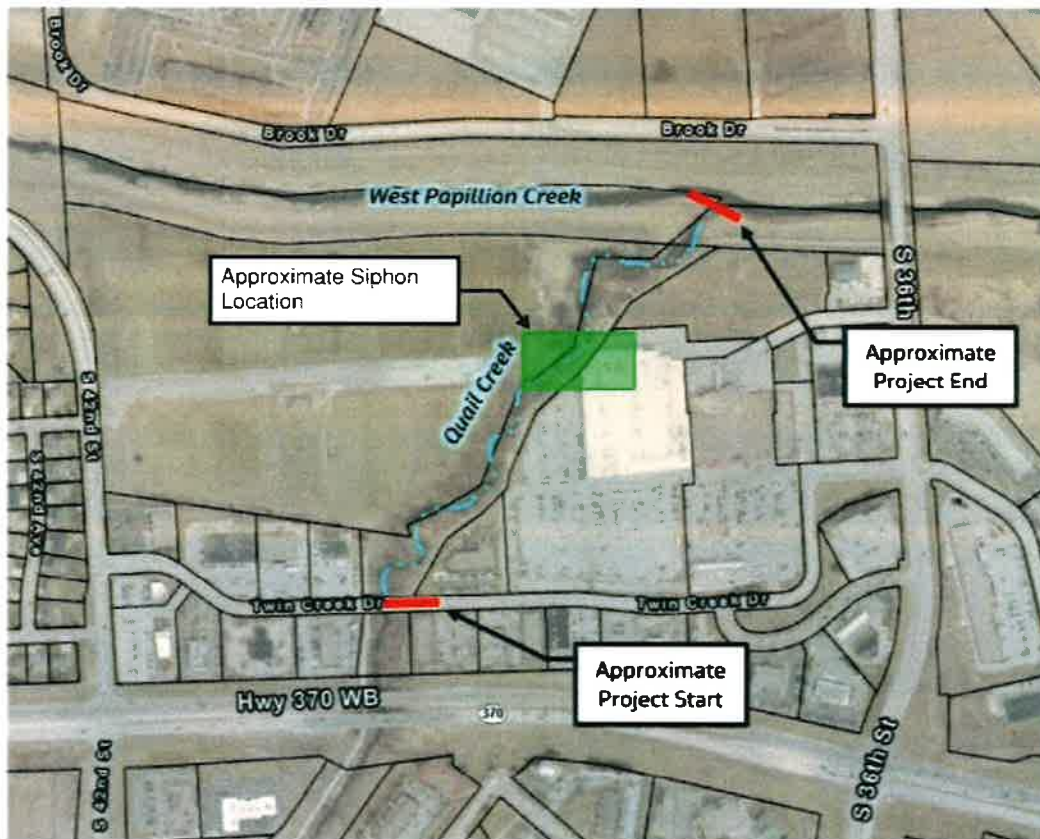


Figure 1 - Quail Creek Overall Project

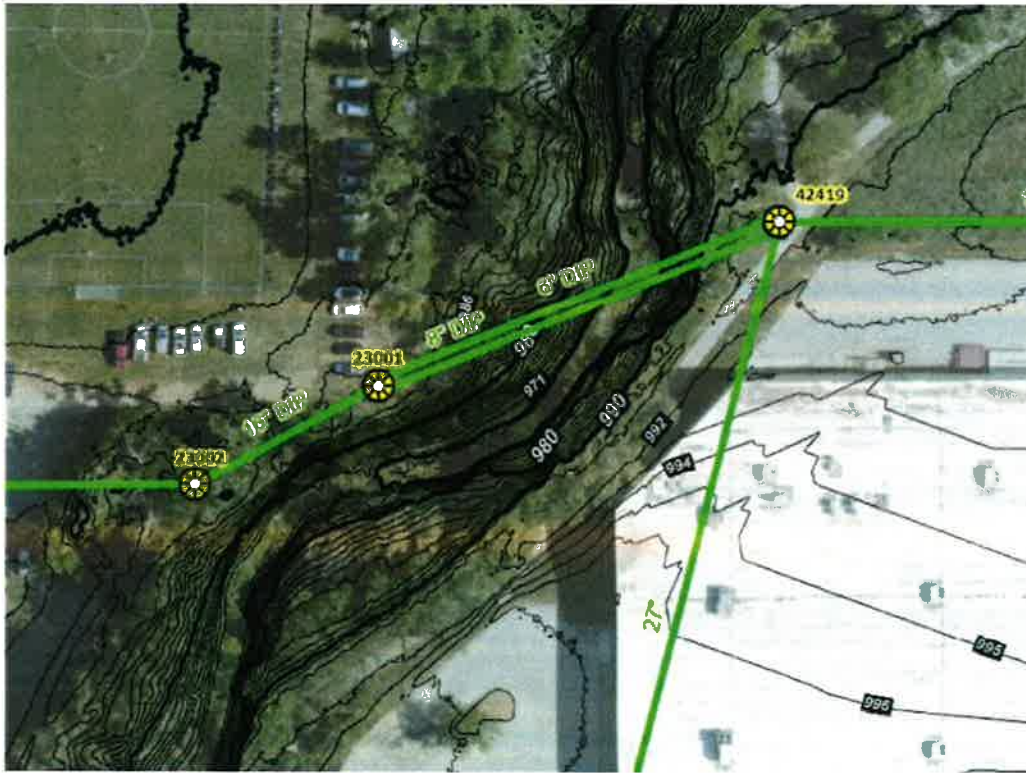


Figure 2 - Quail Creek Siphon Location

Figure 2 was pulled directly from the Sarpy County GIS / Sarpy Internet Map Service PW.

Task 2 Deliverables

One (1) copy of the field notes and location data.

3 Preliminary Design

No additional activity is to be performed on Task 3 Preliminary Design as part of Amendment No. 1.

4 Final Design

Additional services for Task 4 Final Design subtasks are as noted below. For those subtasks that are not listed no additional services are to be performed as part of this Amendment No. 1.

4.2 Detailed Design Report and Drawings (90 Percent)

This task will be amended to incorporate the potholing / hydro excavation finding and information into the Detailed Design Report and Drawings (90 Percent) task includes updates to the 30 Percent Design Basis of Design Report and Construction Drawings to reflect changes or refinements to the 30 Percent Design, including the following items:

- JACOBS will update the Preliminary Design Basis of Design Report for the 90 Percent Design.
- JACOBS will prepare a Project Manual that includes the CLIENT's standard front end contracting and general condition requirements and supplemental technical specifications drafted by JACOBS.
- JACOBS will update Preliminary Design construction drawings in AutoCAD Civil 3D 2021 to create 90 Percent Design drawings. A list of sheets is provided in the Task 4 Deliverables section of the originally contracted scope of services.

- JACOBS will prepare a 90 Percent Design Opinion of Probable Construction Cost (OPCC) estimate. (AACEI Class 2)
- JACOBS will facilitate a 90 Percent Design Workshop at the CLIENT's office attended by design team members, the CLIENT's Public Works staff, and other stakeholders considered appropriate by the CLIENT. The purpose of this workshop will be for JACOBS to present information about the Basis of Design and an overview of the critical components of the proposed channel rehabilitation and solicit feedback. After the workshop, CLIENT will consolidate review comments from CLIENT's staff and provide to JACOBS. JACOBS will prepare a written response to CLIENT and stakeholder comments. JACOBS will prepare a summary of the workshop documenting key decisions and action items. JACOBS will provide a draft summary of the workshop and response to comments to CLIENT for review and comment prior to finalizing. JACOBS will address CLIENT and stakeholder comments per the recommendations documented in the written response to comments.

4.3 Final Design Report and Drawings (100 Percent)

The Final Design Report and Drawings (100 Percent) task includes updates to the 90 Percent Design's Basis of Design Report, Project Manual, and Construction Drawings to reflect changes or refinements to the 90 Percent Design, including the following items:

- JACOBS will update the 90 Percent Design Basis of Design Report for 100 Percent Design.
- JACOBS will update the 90 Percent Project Manual.
- JACOBS will update the 90 Percent Design construction drawings in AutoCAD to create 100% Design construction drawings.
- JACOBS will prepare a Final Design OPCC estimate. (AACEI Class 1)

Task 4 Deliverables

No update to the deliverables associated with Final Design are anticipated with this Amendment No. 1.

5 Permitting

No additional activity is to be performed on Task 5 Permitting as part of Amendment No. 1.

6 Grant Administration Support

No additional activity is to be performed on Task 6 Grant Administration Support as part of Amendment No. 1.

7 Public Involvement

No additional activity is to be performed on Task 7 Public Involvement as part of Amendment No. 1.

8 Bid Phase Services

No additional activity is to be performed on Task 8 Bid Phase Services as part of Amendment No. 1.

Assumptions

Assumptions as identified in the originally contracted scope of services shall apply to services to be performed as part of this Amendment No. 1.

ARTICLE 2 - Schedule

The schedule remains unchanged from the schedule presented in the original contract.

ARTICLE 3 - Compensation

Compensation by CLIENT to JACOBS for the proposed services described above will be as described in Attachment B1.

Attachment B1

COMPENSATION

Quail Creek Rehabilitation at Twin Creek Drive

Final Design Services

Compensation by City of Bellevue (CLIENT) to Jacobs Engineering Group Inc. (JACOBS) for the proposed services described in Attachment A1, Scope of Services will be as follows:

A. COST REIMBURSABLE-MULTIPLIER (TIME AND EXPENSE)

For services enumerated in the Scope of Services above, JACOBS Raw Labor Costs multiplied by a factor of 3.0, plus Direct Expenses, plus subcontracts and outside services at cost, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes. A minimum bill rate of ninety dollars (\$90) per hour will be applied to the CAD Technician and international team members employed by JACOBS. At JACOB's discretion, billing rates for certain subject matter experts may be capped to a value less than the bill rate computed based on the multiplier noted above.

B. BUDGET

The maximum cost for Amendment 1, as defined by services described in the Scope of Services outlined in Attachment A1 is Thirteen Thousand, One Hundred and Nine dollars (\$13,109), increasing the contract not to exceed value from \$571,803 to \$584,912, which will be billed on a time and materials basis. JACOBS may utilize the compensation between individual tasks requested by the CLIENT but shall not exceed the maximum amount of \$584,912 unless approved in writing by the CLIENT through a contract amendment to this agreement.

JACOBS is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CLIENT obligated to pay JACOBS beyond these limits. When budget has been increased, JACOBS excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

C. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation and equipment and supplies; (2) JACOBS current standard rate charges for direct use of JACOBS vehicles, laboratory test and analysis, and certain field equipment; and (3) JACOBS standard project charges for computing systems, and special health and safety requirements of OSHA.

Compensation by CLIENT to JACOBS will be for professional services provided on a "time and materials" basis on hourly rates for all labor and direct costs. A summary of labor hours per task and JACOBS's standard hourly billing rates is included in Table 1.1 below.

Table 1.1:

Schedule of Hourly Rates, 2026*

Staff Name	Hourly Rate	Task 1 Hours	Task 2 Hours	Task 3 Hours	Total
Project Manager	\$ 313.37	1	1	0	2
Design Manager	\$ 198.51	2	2	4	8
CAD Designer	\$ 143.51	0	0	4	4
Total Labor Hours		3	3	8	14
Total Labor Costs		\$ 710	\$ 710	\$ 1,368	\$ 2,789
Expenses		\$ -	\$ -	\$ -	\$ -
Subconsultant Costs		\$ -	\$ 10,320	\$ -	\$ 10,320
Total Costs		\$ 710	\$ 11,030	\$ 1,368	\$ 13,109

*Note: Hourly billing rates apply to all "Time and Materials" contracts, effective January 1, 2026. Labor rates are based on a 3.0 Raw Labor Cost Multiplier and may deviate from the values listed in the table based on individuals actually performing the work and their actual raw labor rate at the time the services are performed.

Non-Labor Rate Items

Mileage Rate	Current IRS audit rate at time of service
Other related consumable supplies (field equipment and supplies, etc.)	Actual
Postage, freight	Actual
Travel costs (airfare, hotel, car rental, meals, etc.)	Actual
Subcontractors and Outside Services	Actual

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/16/2026		SUBMITTED BY: David Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

BPW 260201 PK26(1) Everett Park Trail Improvements

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works received 5 bids for the construction of Everett Park Trail Improvements on May 28, 2026 ranging from \$259,788.50 to \$557,576.00. The engineer's estimate was \$515,245.50.

After the review of the bids received, the low, responsive, responsible bidder is NL&L Concrete, Inc. in the amount of \$259,788.50. Their bid as read was \$259,788.25, but the total was found to be in error by \$0.25 upon review.

FISCAL IMPACT: \$259,788.50 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: NL&L Concrete, Inc.	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: BPW 260201 PK26(1) Everett Park Trail Improvements		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: BPW 260201 PK26(1) Everett Park Trail Improvements		
START DATE:	END DATE:	PAYMENT DATE:
CIP PROJECT NAME: Bike and Trail Renovations - Everett Park		INSURANCE REQUIRED:
CIP PROJECT NUMBER: PK 26(1)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to execute the Notice of Award and approve the Agreement with NL&L Concrete, Inc. in the amount not to exceed \$259,788.50 for the construction to be executed upon the receipt of the insurances and bonds by Public Works.

ATTACHMENTS:

1. Bid Results	2. Notice of Award	3. Agreement
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



BELLEVUE PUBLIC WORKS DEPARTMENT

PROJECT: BPW-260202 Everett Park Trails Improvements

DATE: Thursday, May 28, 2026

TIME: 10:00 A.M.

CONTRACTORS	TOTAL BID	BID BOND	ADDENDUMS
Vrana Civil	\$557,576.00	YES	YES
Navarro Lawn & Landscape	\$336,665.50	YES	YES
**NL & L Concrete	\$259,788.25 <i>*As read (see below)</i>	YES	YES
Metro Driveway Replacement	\$372,923.50	YES	YES
ShawMark Concrete	\$505,669.02	YES	NO

**Upon review, NL&L Concrete's correct bid total was determined to be \$259,788.50*

NOTICE OF AWARD

Date of Issuance: **June 16, 2026**
Owner: **City of Bellevue** Owner's Project No.: **BPW-260201**
Engineer: **City of Bellevue** Engineer's Project No.: **102526**
Project: **Everett Park Trail Improvements**
Contract Name: **Everett Park Trail Improvements**
Bidder: **NL&L Concrete, Inc.**
Bidder's Address: **7800 K Street, Omaha, NE 68127**

You are notified that Owner has accepted your Bid dated **5/28/2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Everett Park Trail Improvements

The Contract Price of the awarded Contract is **\$259,788.50**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

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

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

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

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

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

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

Owner: **City of Bellevue**

By (signature): _____

Name (printed): Rusty Hike

Title: Mayor

Copy: Dave Goedeken, Public Works Director

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the
year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Bellevue, Nebraska
1500 Wall Street
Bellevue, NE 68005
(402) 293-3025

and the Contractor:
(Name, legal status, address and other information)

NL & L Concrete
7800 K Street
Omaha, NE 68127
402-934-4439

for the following Project:
(Name, location and detailed description)

102625 BPW Everett Park Trails Improvements
Betz Road & Englewood Drive
Bellevue, NE 68005

The Work includes: the removal of existing sidewalks/trails and replacement with new concrete trails. Materials include concrete trails and seeding of disturbed areas.

The Architect:
(Name, legal status, address and other information)

HGM Associates Inc.
640 Fifth Avenue
Council Bluffs, IA 51501-6427
712-323-0530

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: October 16, 2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not Applicable (NA)	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Fifty-Nine Thousand Seven Hundred Eighty-Eight Dollars and Fifty Cents (\$ 259,788.50), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
NA	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

Item	Price	Conditions for Acceptance
NA		

§ 4.3 Allowances, if any, included in the Contract Sum:

Item	Price
NA	

§ 4.4 Unit prices:

Item	Units and Limitations	Price per Unit (\$0.00)
1. Mobilization	1 LS	\$5,850.00
2. Clearing and Grubbing – General (Misc. Grading)	1 LS	\$500.00
3. Embankment (Established Quantity)	101 CY	\$20.00
4. Subgrade Preparation	5,095 SY	\$3.00
5. Sawcut Pavement – Full Depth	448 LF	\$2.00
6. Remove Trail/Sidewalk	3850 SY	\$4.00
7. Construct 6" Imprinted PCC Pavement – Type OPW 3500	32 SY	\$36.00
8. Construct 6" PCC Trail – Type OPW 3500	4,975 SY	\$36.00
9. Construct Detectable Warning Panel	40 SF	\$1.00
10. Parking Lot Striping	1 LS	\$3,300
11. Erosion Control Mulch for Seeded Areas	2 AC	\$6,655.00
12. Seeding (Established Quantity)	2 AC	\$4,675.00
13. Silt Fence	50 LF	\$4.35
14. Concrete Washout	3 EA	\$100.00
15. Storm Drain Inlet Protection	3 EA	\$330.00
16. Traffic Control	1 LS	\$2,750.00

17. Adjust Utility Valve to Grade	6 EA	\$25.00
18. Adjust Manhole to Grade	3 EA	\$50.00
19. Rubber Wheel Stop	26 EA	\$75.00
20. Install End of Roadway Barricade	1 EA	\$1,650.00
21. Install Handicap Parking Sign	2 EA	\$550.00
22. Remove Pavement	78 SY	\$4.00
23. Remove Concrete Flume	3 SY	\$4.00
24. Construct 7" PCC Pavement – Type OPW 3500	88 SY	\$44.00
25. Construct Concrete Flume	3 SY	\$44.00

§ 4.5 Liquidated damages, if any:

The Contractor agrees that the work can begin immediately and that the project be complete by October 30, 2026. If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages and not as a penalty, the sum of **\$500.00** for each and every calendar day that the Contractor is in default of substantial completion of the work under this Contract.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

NA

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

NA

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the LAST day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the THIRTIETH day of the FOLLOWING month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than THIRTY (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

- and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Ten Percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

NA

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

NA

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

NA

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

NA

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

0 % (Zero Percent)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

HGM Associates Inc.

Bill Glismann (Civil Engineer); email: wglismann@hgmonline.com

Todd Maiellaro (Landscape Architect); email: tmaiellaro@hgmonline.com

640 Fifth Avenue

Council Bluffs, Iowa 51501

712-323-0530

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

NA

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract

Documents.

§ 8.2 The Owner's representative:

Matt Knight
1500 Wall Street
Bellevue, NE 68005
402-293-3025
matt.knight@bellevue.net

§ 8.3 The Contractor's representative:

Kevin Marshall
NL & L Concrete Inc.
7800 K Street
Omaha, NE 68127
402-934-4439

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

NA

§ 8.7 Other provisions:

NA

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 Contractor to provide Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction as referenced in the Project Manual).

.4 Drawings

Number	Title	Date
All Inclusive (Included by reference of the Cover Sheet Index)	Everett Park Trails Improvements	April 30, 2026

.5 Specifications

Section	Title	Date	Pages
All Sections (Included by reference of the Table of Contents)	Project Manual For Bellevue Public Works Everett Park Trails Improvements	April 2026	All Inclusive

.6 Addenda, if any:

Number	Date	Pages
Addendum #1	May 26, 2026	AD1-1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☒ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Project Manual For Bellevue Public Works Everett Park Trails Improvements	Supplementary Conditions of the Contract for Construction	May 2026	SC1-SC6

.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Bid Proposal
Contractor to include Certificate of Insurance
Contractor to include Payment and Performance Bonds

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

BY: City of Bellevue, Nebraska

(Printed name and title)

CONTRACTOR (Signature)

BY: NL&L Concrete, Inc.

(Printed name and title)



EVERETT PARK TRAIL IMPROVEMENTS CITY OF BELLEVUE, NEBRASKA BELLEVUE PUBLIC WORKS PROJECT NO. 260201 APRIL 2026

OWNER/DEVELOPER INFORMATION:

CITY OF BELLEVUE
PUBLIC WORKS DEPARTMENT
1510 WALL STREET
BELLEVUE, NE 68005

ENGINEER/SURVEYOR INFORMATION:

HGM ASSOCIATES INC.
450 REGENCY PARKWAY, SUITE 120
OMAHA, NEBRASKA 68114
PH. (402) 346-7559

SPECIFICATIONS:

THE CITY OF OMAHA, STANDARD SPECIFICATIONS FOR
PUBLIC WORKS CONSTRUCTION 2026, SHALL APPLY
TO THIS PROJECT, OR THE MOST CURRENT.



THESE DOCUMENTS SHALL NOT
BE SCANNED, COPIED, OR
DUPLICATED IN ANY MANNER.

11" x 17" SHEETS ARE HALF-SCALE



LOCATION MAP
NOT TO SCALE

INDEX OF DRAWINGS

A.01	COVER SHEET & LOCATION PLAN
B.01	GENERAL NOTES
B.02	QUANTITIES
C.01	TYPICAL PAVEMENT SECTIONS
C.02	PAVEMENT DETAILS
C.03	MISCELLANEOUS DETAILS
C.04	TRAIL ALIGNMENT DATA
H.01	TRAIL ALIGNMENT PLAN
H.02	PHASING PLAN
J.01	OVERALL LAYOUT PLAN
L.01	SITE PLAN - AREA A
L.02	SITE PLAN - AREA B
L.03	SITE PLAN - AREA C
L.04	SITE PLAN - AREA D
L.05	ENLARGED PLANS
L.06--09	PARKING LOT STRIPING PLAN
L.10	PLAN & PROFILE - BETZ ROAD TRAIL
P.01	PLAN & PROFILE - EAST TRAIL
P.02--03	CROSS SECTIONS - BETZ ROAD TRAIL
X.01 - X.02	CROSS SECTIONS - EAST TRAIL
X.03 - X.07	STORM WATER POLLUTION PREVENTION PLAN
SWP.01	STORM WATER POLLUTION PREVENTION PLAN
SWP.02	PERMANENT STABILIZATION PLAN
SWP.03	PERMANENT STABILIZATION PLAN

COVER SHEET

PROJECT: EVERETT PARK TRAIL IMPROVEMENTS

DATE: 4/20/2026

BY: WILLIAM J. O'GRADY

CHECKED: [Signature]

DATE: 4/20/2026

PROJECT: EVERETT PARK TRAIL IMPROVEMENTS

CLIENT: City of Bellevue, Nebraska

DATE: 4/20/2026

PROJECT NO.: 102526

SHEET: A.01

hgm ASSOCIATES INC.

ENGINEERING ARCHITECTURE SURVEYING

Council Bluffs, Omaha

TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Notice to Bidders
Instructions to Bidders
General Conditions
Supplemental Conditions
Bid Proposal Form
Schedule of Drawings

SPECIFICATIONS GROUP

DIVISION 01 – GENERAL REQUIREMENTS

010000	Project Contact List
011000	Summary of Work
012000	Project Meetings
012300	Alternates
012500	Substitutions
013300	Submittals Procedures
014000	Quality Requirements
015000	Construction Facilities and Temporary Controls
017700	Closeout Procedures
018001	Special Provisions

END OF TABLE OF CONTENTS



ADDENDUM NO. 1
City of Bellevue, Nebraska
BPW EVERETT PARK TRAILS IMPROVEMENTS
Betz Road and Englewood Drive
Bellevue, Nebraska

HGM PROJECT # 102526
DATE OF ISSUE: May 26, 2026
DATE OF BID OPENING: May 28, 2026

NOTE TO PLANHOLDERS: Please insert this addendum into your copy of the Project Contract Documents. The following additions or changes to the Contract Documents for the above-named project are issued by the Architect/Engineer and have the same force and effect as though part of the original issued.

I. CHANGES TO PROJECT MANUAL

A. SECTION – SUPPLEMENTARY CONDITIONS

1. Refer to page SC-6 §13.5.1; Change the paragraph to state that the Owner will provide the testing agency at their own expense (as stated on Plan Sheet B.01).

II. CHANGES TO DRAWINGS – N/A

III. MECHANICAL & ELECTRICAL ITEMS – N/A

If a substitute material, product or manufacturer has been requested to be allowed, it will appear in an addendum only if approved. If not in the addenda, the alternate method, product or manufacturer is not approved.

All other stipulations and requirements of the plans and specifications remain in effect. This addendum shall be attached to and made part of the Contract Documents and shall be acknowledged with the bidder's proposal.

Respectfully Submitted:
HGM ASSOCIATES INC.

A handwritten signature in blue ink that reads "William J. Glismann".

Bill Glismann, PE
Project Manager

Attachments: None

HGM Associates Inc.
102625
BPW-260201

BPW Everett Park Trails
Improvements
Bellevue, Nebraska

BID PROPOSAL

TO: Bellevue Public Works
1510 Wall Street
Bellevue, Nebraska

PROJECT: Everett Park Trails Improvements

I, or we, the Undersigned hereby propose to complete the above work, furnishing all materials, labor and service therefore, and all according to the DRAWINGS and PROJECT MANUAL as prepared by HGM ASSOCIATES INC., 640 5th Avenue, Council Bluffs, Iowa 51501, dated April 30, 2026, for the sum set forth below, subject to all addenda officially issued by the Architect prior to bidding.

The Undersigned acknowledges that the following Addenda were received and considered in the preparation of this proposal, and their receipt and inclusion as a part of this proposal is hereby acknowledged.

ADDENDA NO.

DATED

1

5/26/2026

The Undersigned agrees, upon receipt of written notice of intent to award the Contract that he will execute, AIA Document 101 "Agreement Between Contractor and Owner" on the standard form issued by the American Institute of Architects in accordance with his bid proposal.

Within 48 hours from bid opening, Contractor shall submit a list of subcontractors they intend to use for the Work.

The Undersigned understands that the Owner reserves the right to reject or accept any or all bids, to waive any or all technicalities in the bidding procedure, or to accept any alternate bid items (ABI), in any order or quantity.

The Undersigned further agrees that if awarded the Contract, work shall commence as soon as the Contract is approved and "Written Notice to Proceed" is issued.

Reasonable allowance will be made for delay in progress of work if cause by any act or neglect of the Owner or by any authorized agent of the Owner, by changes ordered in the work, by fire, by unavoidable casualties or causes beyond the Contractor's control.

The Undersigned agrees that withdrawal of this Bid Proposal, or failure to sign the Agreement or furnish a satisfactory Performance Bond and Payment Bond within time hereinabove set forth shall automatically bar Undersigned from any further consideration and terminate any and all rights Undersigned may have acquired in, by, or through this Bid or Proposal.

HGM Associates Inc.
102625
BPW-260201

BPW Everett Park Trails
Improvements
Bellevue, Nebraska

No bidder may withdraw their proposal within 30 days after the bid opening.

The Contractor agrees that the work can begin immediately and that the project be complete by October 30, 2026. If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages and not as a penalty, the sum of \$500.00 for each and every calendar day that the Contractor is in default of substantial completion of the work under this Contract.

UNIT PRICE BASE BID:

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY		UNIT COST	TOTAL COST
1	Mobilization	1	LS	\$ 5,850.00	\$ 5,850.00
2	Clearing and Grubbing - General (Misc. Grading)	1	LS	\$ 500.00	\$ 500.00
3	Embankment (Established Quantity)	101	CY	\$ 20.00	\$ 2,020.00
4	Subgrade Preparation	5,095	SY	\$ 3.00	\$ 15,285.00
5	Sawcut Pavement - Full Depth	448	LF	\$ 2.00	\$ 896.00
6	Remove Trail/Sidewalk	3,850	SY	\$ 4.00	\$ 15,400.00
7	Construct 6" Imprinted PCC Pavement - Type OPW 3500	32	SY	\$ 36.00	\$ 1,152.00
8	Construct 6" PCC Trail - Type OPW 3500	4,975	SY	\$ 36.00	\$ 179,100.00
9	Construct Detectable Warning Panel	40	SF	\$ 1.00	\$ 40.00
10	Parking Lot Striping	1	LS	\$ 3,300.00	\$ 3,300.00
11	Erosion Control Mulch for Seeded Areas	2	AC	\$ 6,655.00	\$ 13,310.00
12	Seeding (Established Quantity)	2	AC	\$ 4,675.00	\$ 9,350.00
13	Silt Fence	50	LF	\$ 4.35	\$ 217.25
14	Concrete Washout	3	EA	\$ 100.00	\$ 300.00
15	Storm Drain Inlet Protection	3	EA	\$ 330.00	\$ 990.00
16	Traffic Control	1	LS	\$ 2,750.00	\$ 2,750.00
17	Adjust Utility Valve to Grade	6	EA	\$ 25.00	\$ 150.00
18	Adjust Manhole to Grade	3	EA	\$ 50.00	\$ 150.00
19	Rubber Wheel Stop	26	EA	\$ 75.00	\$ 1,950.00
20	Install End of Roadway Barricade	1	EA	\$ 1,650.00	\$ 1,650.00
21	Install Handicap Parking Sign	2	EA	\$ 550.00	\$ 1,100.00
22	Remove Pavement	78	SY	\$ 4.00	\$ 312.00
23	Remove Concrete Flume	3	SY	\$ 4.00	\$ 12.00
24	Construct 7" PC Concrete Pavement - Type OPW 3500	88	SY	\$ 44.00	\$ 3,872.00
25	Construct Concrete Flume	3	SY	\$ 44.00	\$ 132.00
TOTAL COST					\$ 259,788.25

(The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.)

HGM Associates Inc.
102625
BPW-260201

BPW Everett Park Trails
Improvements
Bellevue, Nebraska

IN WITNESS WHEREOF THE Undersigned Bidder has caused (his, her, their) signature to be
affixed by a duly authorized (Officer, Partner, Owner), this 28 day of May, 2026.

FIRM NAME: NL & L Concrete Inc.

MAILING ADDRESS: 7800 K Street Omaha, NE 68127

TELEPHONE: 402-934-4439

BY: Kevin Marshall

Kevin Marshall

(Printed name)
Project Manager

(Title)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/16/2026		SUBMITTED BY: David Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐	
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐	
RESOLUTION ☐	CURRENT BUSINESS ☒	OTHER ☐	

SUBJECT:

BPW 260202 PK26(2) Willow Springs Park Trail Improvements

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works received 4 bids for the construction of Willow Springs Park Trail Improvements on May 28, 2026 ranging from \$334,636.75 to \$521,283.00. The engineer's estimate was \$534,952.50.

After the review of the bids received, the low, responsive, responsible bidder is Navarro Lawn & Landscape in the amount of \$334,636.75.

FISCAL IMPACT: \$334,636.75 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Navarro Lawn & Landscape DBA NLL Enterprise	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: BPW 260202 PK26(2) Willow Springs Park Trail Improvements		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: BPW 260202 PK26(2) Willow Springs Park Trail Improvements		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: Bike and Trail Renovations - Willow Springs Park	CIP PROJECT NUMBER: PK 26(2)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

City Council approve and the Mayor to execute the Notice of Award and approve the Agreement with Navarro Lawn & Landscape DBA NLL Enterprise in the amount not to exceed \$334,636.75 for the construction to be executed upon the receipt of the insurances and bonds by Public Works.

ATTACHMENTS:

1. Bid Results	2. Notice of Award	3. Agreement
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



BELLEVUE PUBLIC WORKS DEPARTMENT

PROJECT: BPW-260202 Willow Springs Trails Improvements

DATE: Thursday, May 28, 2026

TIME: 10:00 A.M.

[illegible]

NOTICE OF AWARD

Date of Issuance: **June 16, 2026**
Owner: **City of Bellevue** Owner's Project No.: **BPW-260202**
Engineer: **City of Bellevue** Engineer's Project No.: **102626**
Project: **Willow Springs Park Trail Improvements**
Contract Name: **Willow Springs Park Trail Improvements**
Bidder: **Navarro Lawn & Landscape DBA NLL Enterprise**
Bidder's Address: **8710 F Street, Suite 112, Omaha, NE 68127**

You are notified that Owner has accepted your Bid dated **5/28/2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Willow Springs Park Trail Improvements

The Contract Price of the awarded Contract is **\$334,636.75**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

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

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

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

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

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

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

Owner: **City of Bellevue**

By (signature): _____

Name (printed): **Rusty Hike**

Title: **Mayor**

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



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the
year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Bellevue, Nebraska
1500 Wall Street
Bellevue, NE 68005
(402) 293-3025

and the Contractor:
(Name, legal status, address and other information)

Navarro Lawn & Landscape
dba NLL Enterprises
8710 F Street, suite 112
Omaha, NE 68127
402-660-0793

for the following Project:
(Name, location and detailed description)

102626 BPW Willow Springs Trail Improvements
BLM Road 32 0
Bellevue, NE 68005

The Work includes: the removal of existing sidewalks/trails and
replacement with new concrete trails. Materials include concrete trails and
seeding of disturbed areas.

The Architect:
(Name, legal status, address and other information)

HGM Associates Inc.
640 Fifth Avenue
Council Bluffs, IA 51501-6427
712-323-0530

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: October 16, 2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not Applicable (NA)	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Thirty-Four Thousand Six Hundred Thirty-Six Dollars and Seventy-Five Cents (\$ 334,636.75), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
NA	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

Item	Price	Conditions for Acceptance
NA		

§ 4.3 Allowances, if any, included in the Contract Sum:

Item	Price
NA	

§ 4.4 Unit prices:

Item	Units and Limitations	Price per Unit (\$0.00)
1. Mobilization	1 LS	\$3,000.00
2. Clearing and Grubbing – General (Misc. Grading)	1 LS	\$1,000.00
3. Excavation (Established Quantity)	130 CY	\$10.00
4. Subgrade Preparation	4,901 SY	\$2.00
5. Sawcut Pavement – Full Depth	70 LF	\$7.00
6. Remove Trail/Sidewalk	4,445 SY	\$6.75
7. Construct 6" PCC Trail – Type OPW 3500	4,886 SY	\$56.00
8. Construct Detectable Warning Panel	20 SY	\$30.00
9. Construct 12" HDPE Storm Pipe	100 LF	\$65.00
10. Erosion Control Mulch for Seeded Areas (Established Qty)	1.6 AC	\$2,500.00
11. Seeding (Established Quantity)	1.6 AC	\$500.00
12. Silt Fence	100 LF	\$4.00
13. Concrete Washout	1 EA	\$800.00
14. Storm Drain Inlet Protection	3 EA	\$75.00
15. Traffic Control	1 LS	\$1,700.00

16. Relocate Dog Station	1 EA	\$200.00
17. Relocated Sign	2 EA	\$100.00

§ 4.5 Liquidated damages, if any:

The Contractor agrees that the work can begin immediately and that the project be complete by October 30, 2026. If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages and not as a penalty, the sum of **\$500.00** for each and every calendar day that the Contractor is in default of substantial completion of the work under this Contract.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

NA

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

NA

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the LAST day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the THIRTIETH day of the FOLLOWING month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than THIRTY (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously

- withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Ten Percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

NA

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

NA

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

NA

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

NA

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

0 % (Zero Percent)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

HGM Associates Inc.

Bill Glismann (Civil Engineer); email: wglismann@hgmonline.com

Todd Maiellaro (Landscape Architect); email: tmaiellaro@hgmonline.com

640 Fifth Avenue

Council Bluffs, Iowa 51501

712-323-0530

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

NA

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Matt Knight

1500 Wall Street
Bellevue, NE 68005
402-293-3025
matt.knight@bellevue.net

§ 8.3 The Contractor's representative:

John Navarro
Navarro Lawn & Landscape
dba NLL Enterprises
8710 F Street, suite 112
Omaha, NE 68127
402-660-079

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

NA

§ 8.7 Other provisions:

NA

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 Contractor to provide Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction as referenced in the Project Manual).

.4 Drawings

Number	Title	Date
All Inclusive (Included by reference of the Cover Sheet Index)	Willow Springs Trails Improvements	April 30, 2026

.5 Specifications

Section	Title	Date	Pages
All Sections (Included by reference of the Table of Contents)	Project Manual For Bellevue Public Works Willow Springs Trails Improvements	April 2026	All Inclusive

.6 Addenda, if any:

Number	Date	Pages
Addendum #1	May 26, 2026	AD1-1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☒ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Project Manual For Bellevue Public Works Willow Springs Trails Improvements	Supplementary Conditions of the Contract for Construction	May 2026	SC1-SC6

.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Bid Proposal
Contractor to include Certificate of Insurance
Contractor to include Payment and Performance Bonds

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

BY: City of Bellevue, Nebraska

(Printed name and title)

CONTRACTOR (Signature)

BY: Navarro Lawn & Landscape, dba NLL
Enterprises

(Printed name and title)



WILLOW SPRINGS PARK TRAIL IMPROVEMENTS

CITY OF BELLEVUE, NEBRASKA

BELLEVUE PUBLIC WORKS PROJECT NO. 260202

APRIL 2026

OWNER/DEVELOPER INFORMATION:

CITY OF BELLEVUE
PUBLIC WORKS DEPARTMENT
1510 WALL STREET
BELLEVUE, NE 68005

ENGINEER/SURVEYOR INFORMATION:

HGM ASSOCIATES INC.
450 REGENCY PARKWAY, SUITE 120
OMAHA, NEBRASKA 68114
PH: (402) 346-7559

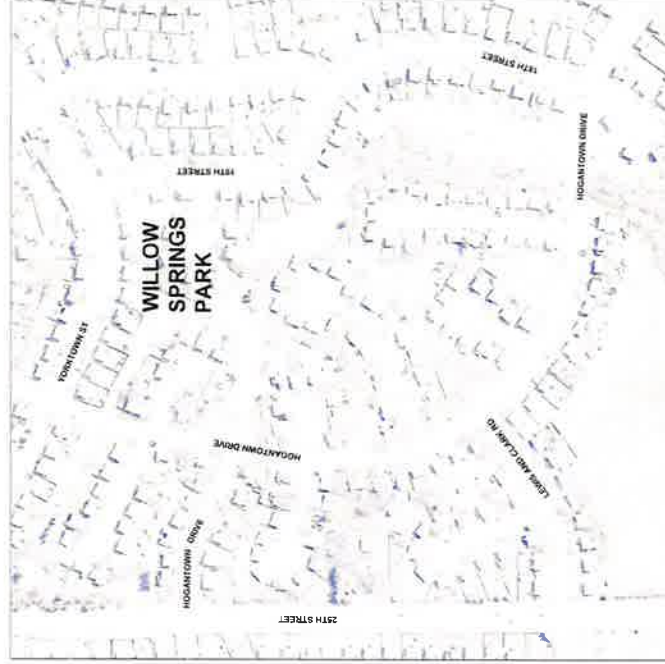
SPECIFICATIONS:

THE CITY OF OMAHA, STANDARD SPECIFICATIONS FOR
PUBLIC WORKS CONSTRUCTION 2026, SHALL APPLY
TO THIS PROJECT, OR THE MOST CURRENT.



THESE DOCUMENTS SHALL NOT
BE SCANNED, COPIED, OR
DUPLICATED IN ANY MANNER.

11" x 17" SHEETS ARE HALF-SCALE



INDEX OF DRAWINGS

A.01	COVER SHEET & LOCATION MAP
B.01	GENERAL NOTES
B.02	QUANTITIES
C.01	TYPICAL PAVEMENT SECTIONS
C.02	PAVEMENT DETAILS
C.03	PAVEMENT DETAILS
H.01	TRAIL ALIGNMENT PLAN
H.02	TRAIL ALIGNMENT PLAN
J.01	PHASING PLAN
L.01	OVERALL SITE PLAN
L.02	SITE PLANS AREAS A & B
L.03	SITE PLANS AREAS C
L.04	SITE PLANS AREAS D
L.05	SITE PLANS AREAS E
P.01	PLAN AND PROFILE
P.02	PLAN AND PROFILE
P.03	PLAN AND PROFILE
P.04	PLAN AND PROFILE
SWP.01	STORM WATER POLLUTION PREVENTION PLAN
SWP.02	SWPPP & PERMANENT STABILIZATION PLAN
X.01	CROSS SECTIONS
X.02	CROSS SECTIONS
X.03	CROSS SECTIONS
X.04	CROSS SECTIONS

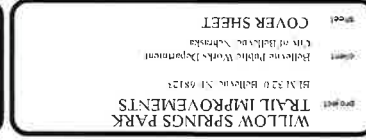


TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Notice to Bidders
Instructions to Bidders
General Conditions
Supplemental Conditions
Bid Proposal Form
Schedule of Drawings

SPECIFICATIONS GROUP

DIVISION 01 – GENERAL REQUIREMENTS

010000	Project Contact List
011000	Summary of Work
012000	Project Meetings
012500	Substitutions
013300	Submittals Procedures
014000	Quality Requirements
015000	Construction Facilities and Temporary Controls
017700	Closeout Procedures
018001	Special Provisions

END OF TABLE OF CONTENTS



ADDENDUM NO. 1
City of Bellevue, Nebraska
BPW WILLOW SPRINGS TRAILS IMPROVEMENTS
BLM Road 32 0
Bellevue, Nebraska

HGM PROJECT # 102626
DATE OF ISSUE: May 26, 2026
DATE OF BID OPENING: May 28, 2026

NOTE TO PLANHOLDERS: Please insert this addendum into your copy of the Project Contract Documents. The following additions or changes to the Contract Documents for the above-named project are issued by the Architect/Engineer and have the same force and effect as though part of the original issued.

I. CHANGES TO PROJECT MANUAL

A. SECTION – NOTICE TO BIDDERS

1. Refer to page NTB-1, ¶1: Change the project location to BLM Road 32 0 in Bellevue, Nebraska.

B. SECTION – SUPPLEMENTARY CONDITIONS

1. Refer to page SC-6 §13.5.1; Change the paragraph to state that the Owner will provide the testing agency at their own expense (as stated on Plan Sheet B.01).

II. CHANGES TO DRAWINGS – N/A

III. MECHANICAL & ELECTRICAL ITEMS – N/A

If a substitute material, product or manufacturer has been requested to be allowed, it will appear in an addendum only if approved. If not in the addenda, the alternate method, product or manufacturer is not approved.

All other stipulations and requirements of the plans and specifications remain in effect. This addendum shall be attached to and made part of the Contract Documents and shall be acknowledged with the bidder's proposal.

Respectfully Submitted:
HGM ASSOCIATES INC.

A handwritten signature in blue ink that reads "William J. Glismann".

Bill Glismann, PE
Project Manager

Attachments: None

HGM Associates Inc.
102626
BPW-260202

BPW Willow Springs Trails
Improvements
Bellevue, Nebraska

BID PROPOSAL

TO: Bellevue Public Works
1510 Wall Street
Bellevue, Nebraska

PROJECT: Willow Springs Trails Improvements

I, or we, the Undersigned hereby propose to complete the above work, furnishing all materials, labor and service therefore, and all according to the DRAWINGS and PROJECT MANUAL as prepared by HGM ASSOCIATES INC., 640 5th Avenue, Council Bluffs, Iowa 51501, dated April 30, 2026, for the sum set forth below, subject to all addenda officially issued by the Architect prior to bidding.

The Undersigned acknowledges that the following Addenda were received and considered in the preparation of this proposal, and their receipt and inclusion as a part of this proposal is hereby acknowledged.

ADDENDA NO.

DATED

1

5-26-26

The Undersigned agrees, upon receipt of written notice of intent to award the Contract that he will execute, AIA Document 101 "Agreement Between Contractor and Owner" on the standard form issued by the American Institute of Architects in accordance with his bid proposal.

Within 48 hours from bid opening, Contractor shall submit a list of subcontractors they intend to use for the Work.

The Undersigned understands that the Owner reserves the right to reject or accept any or all bids, to waive any or all technicalities in the bidding procedure, or to accept any alternate bid items (ABI), in any order or quantity.

The Undersigned further agrees that if awarded the Contract, work shall commence as soon as the Contract is approved and "Written Notice to Proceed" is issued.

Reasonable allowance will be made for delay in progress of work if cause by any act or neglect of the Owner or by any authorized agent of the Owner, by changes ordered in the work, by fire, by unavoidable casualties or causes beyond the Contractor's control.

The Undersigned agrees that withdrawal of this Bid Proposal, or failure to sign the Agreement or furnish a satisfactory Performance Bond and Payment Bond within time hereinabove set forth shall automatically bar Undersigned from any further consideration and terminate any and all rights Undersigned may have acquired in, by, or through this Bid or Proposal.

HGM Associates Inc.
102626
BPW-260202

BPW Willow Springs Trails
Improvements
Bellevue, Nebraska

No bidder may withdraw their proposal within 30 days after the bid opening.

The Contractor agrees that the work can begin immediately and that the project be complete by October 30, 2026. If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages and not as a penalty, the sum of \$500.00 for each and every calendar day that the Contractor is in default of substantial completion of the work under this Contract.

UNIT PRICE BASE BID:

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY		UNIT COST	TOTAL COST
1	Mobilization	1	LS	3000.00	3000.00
2	General Clearing and Grubbing	1	LS	1000.00	1000.00
3	Excavation (Established Quantity)	130	CY	10.00	1300.00
4	Subgrade Preparation	4,901	SY	2.00	9802.00
5	Sawcut Pavement Full Depth	70	LF	7.00	490.00
6	Remove Trail/Sidewalk	4,445	SY	6.75	30,003.75
7	Construct 6" PCC Trail - Type OPW 3500	4,886	SY	56.00	273,616.00
8	Construct Detectable Warning Panel	20	SY	30.00	600.00
9	Construct 12" HDPE Storm Pipe	100	LF	65.00	6500.00
10	Erosion Control for Seeded Areas (Establish. Qty)	1.6	AC	2500	4,000.00
11	Seeding (Established Quantity)	1.6	AC	500.00	800.00
12	Silt Fence	100	LF	4.00	400.00
13	Concrete Washout	1	EA	800.00	800.00
14	Storm Drain Inlet Protection	3	EA	75.00	225.00
15	Traffic Control	1	LS	1700.00	1700.00
16	Relocate Dog Station	1	EA	200.00	200.00
17	Relocated Sign	2	EA	100.00	200.00
TOTAL COST					334,636.75

VOLUNTARY SUBSTITUTIONS

Products

Manufacturer

Adjustment In Bid

_____	_____	add / deduct \$ _____
_____	_____	add / deduct \$ _____
_____	_____	add / deduct \$ _____

HGM Associates Inc.
102626
BPW-260202

BPW Willow Springs Trails
Improvements
Bellevue, Nebraska

IN WITNESS WHEREOF THE Undersigned Bidder has caused (his, her, their) signature to be
affixed by a duly authorized (Officer, Partner, Owner), this 28 day of May, 2026.

FIRM NAME: Navarro Lawn & Landscape
DBA NLL Enterprises

MAILING ADDRESS: 8710 E St Suite 112

Omaha NE 68122

TELEPHONE: 402-660-0793

BY: John Navarro 

John Navarro
(Printed name)

President
(Title)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 16, 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 260202 PK26(2) Willow Springs Park Trail Improvements - Construction Phase Services

SYNOPSIS/BACKGROUND:

HGM Associates will provide construction phase services for the Willow Springs Park Trail Improvements project in an amount not to exceed \$15,300.00. These services will include attending the pre-construction conference, responding to contractor questions during construction, and survey staking. Site inspection services will be provided by Public Works personnel.

FISCAL IMPACT?: \$15,300.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: HGM Associates	INTERLOCAL AGREEMENT: NO	
CONTRACT DESCRIPTION: BPW 260202 PK26(2) Willow Springs Park Trail Improvements - Construction Phase Services			
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:	
PROJECT NAME: BPW 260202 PK26(2) Willow Springs Park Trail Improvements - Construction Phase Services			
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED:
CIP PROJECT NAME: Bike and Trail Renovations - Willow Springs Park	CIP PROJECT NUMBER: PK 26(02)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 7040	ACCOUNT NUMBER: 10-11-7040		

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Associates for construction phase services for the Willow Springs Park Trail Improvements project in an amount not to exceed \$15,300.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:







June 3, 2026

Matt Knight, P.E.
City of Bellevue Public Works
1510 Wall Street
Bellevue, NE 68005

Subject: Willow Springs Park Trail Construction Phase Services
HGM Proposal No. 000726-096

Dear Matt:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for surveying services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A and the attached General Provisions labeled as Exhibit B.

HGM will provide Basic Services including Construction Administration and Surveying. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services on an hourly basis with our fees not to exceed ceiling of \$15,300. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule. Additional services, staking and re-staking will only be provided if authorized by the contractor's on-site superintendent. These additional services and associated hours will be separately itemized on the monthly HGM invoicing. These authorized additional services will effectively increase the lump sum amount noted above.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

Matt Knight, P.E.
City of Bellevue Public Works
June 3, 2026

We anticipate that we will be able to begin work on this project within three (3) working days of receiving your authorization to proceed in the form of your acceptance of this agreement. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office OR you may then scan a complete set of this document and email or fax it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Sincerely,
HGM ASSOCIATES INC. - CONSULTANT



Jeff Dimon, L.S.
Survey Manager



Terrence L. Smith, P.E.
President

Acceptance of Proposal:
CITY OF BELLEVUE PUBLIC WORKS - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

Q:\Masters\Master Forms of Agreement\LTR FORM AGREEMENT MASTER rev 200109.docx

This is an exhibit attached to and made part of the letter agreement dated June 3, 2026, between: CITY OF BELLEVUE PUBLIC WORKS (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: Willow Springs Park Trail Construction Phase Services

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

1. CONSTRUCTION PERIOD SERVICES

- a. Attend Pre-Construction Conference - At the date and time selected by the CLIENT and at facilities provided by the CLIENT, the CONSULTANT will attend a pre-construction conference.
- b. Respond to Contractor Questions, Field Orders and Change Orders - CONSULTANT will coordinate with the CLIENT reviews and responses to Contractor questions and field and change orders submitted by CLIENT. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- c. Periodic On-Site Observations – Periodic on-site observations by the CONSULTANT at the request of the CLIENT during the project construction time frame. CONSULTANT shall submit to CLIENT an observation report and any photos.

2. SURVEY

- a. Stake one side and radii of approximately 963 LF of trial for line and grade with offsets as specified by the client.
- b. Stake one side and radii of approximately 3,809 LF of trial for line only with offsets as specified by the client.
- c. Estimated 1 trip per phase for stakes – 5 Phases

CLIENT'S RESPONSIBILITIES:

In order for the CONSULTANT to perform these services, the CLIENT agrees to furnish the following information:

- A. Any information to complete the work listed above.

Rev 130722

GENERAL PROVISIONS

This is an exhibit attached to and made part of the letter agreement dated June 3, 2026, between: CITY OF BELLEVUE PUBLIC WORKS (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

GENERAL PROVISIONS

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (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.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 16, 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 260201 PK26(1) Everett Park Trail Improvements - Construction Phase Services

SYNOPSIS/BACKGROUND:

HGM Associates will provide construction phase services for the Everett Park Trail Improvements project in an amount not to exceed \$16,300.00. These services will include attending the pre-construction conference, responding to contractor questions during construction, and survey staking. Site inspection services will be provided by Public Works personnel.

FISCAL IMPACT: \$16,300.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: HGM Associates	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: BPW 260201 PK26(1) Everett Park Trail Improvements - Construction Phase Services		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: BPW 260201 PK26(1) Everett Park Trail Improvements - Construction Phase Services		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: Bike and Trail Renovations - Everett Park	CIP PROJECT NUMBER: PK 26(01)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 7040	ACCOUNT NUMBER: 10-11-7040	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Associates for construction phase services for the Everett Park Trail Improvements project in an amount not to exceed \$16,300.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





June 4, 2026

Matt Knight, P.E.
City of Bellevue Public Works
1510 Wall Street
Bellevue, NE 68005

Subject: Everett Park Trail Construction Phase Services
HGM Proposal No. 000726-095

Dear Matt:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for surveying services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A and the attached General Provisions labeled as Exhibit B.

HGM will provide Basic Services including Construction Administration and Surveying. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM will provide these Basic Services on an hourly basis with our fees not to exceed ceiling of \$16,300. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule. Additional services, staking and re-staking will only be provided if authorized by the contractor's on-site superintendent. These additional services and associated hours will be separately itemized on the monthly HGM invoicing. These authorized additional services will effectively increase the lump sum amount noted above.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

Matt Knight, P.E.
City of Bellevue Public Works
June 4, 2026

We anticipate that we will be able to begin work on this project within three (3) working days of receiving your authorization to proceed in the form of your acceptance of this agreement. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office OR you may then scan a complete set of this document and email or fax it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Sincerely,
HGM ASSOCIATES INC. - CONSULTANT



Jeff Dimon, L.S.
Survey Manager



Terrence L. Smith, P.E.
President

Acceptance of Proposal:
CITY OF BELLEVUE PUBLIC WORKS - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

Q:\Masters\Master Forms of Agreement LTR FORM AGREEMENT MASTER rev 200109.docx

SCOPE OF SERVICES

This is an exhibit attached to and made part of the letter agreement dated June 4, 2026, between: CITY OF BELLEVUE PUBLIC WORKS (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: Everett Park Trail Construction Phase Services

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

1. CONSTRUCTION PERIOD SERVICES

- a. Attend Pre-Construction Conference - At the date and time selected by the CLIENT and at facilities provided by the CLIENT, the CONSULTANT will attend a pre-construction conference.
- b. Respond to Contractor Questions, Field Orders and Change Orders - CONSULTANT will coordinate with the CLIENT reviews and responses to Contractor questions and field and change orders submitted by CLIENT. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- c. Periodic On-Site Observations - Periodic on-site observations by the CONSULTANT at the request of the CLIENT during the project construction time frame. CONSULTANT shall submit to CLIENT an observation report and any photos.

2. SURVEY

- a. Stake one side and radii of approximately 1,400 LF of trial for line and grade with offsets as specified by the client.
- b. Stake one side and radii of approximately 3,800 LF of trial for line only with offsets as specified by the client.
- c. Estimated 1 trip per phase for stakes – 9 Phases

CLIENT'S RESPONSIBILITIES:

In order for the CONSULTANT to perform these services, the CLIENT agrees to furnish the following information:

- A. Any information to complete the work listed above.

Rev 130722

GENERAL PROVISIONS

This is an exhibit attached to and made part of the letter agreement dated June 4, 2026, between: CITY OF BELLEVUE PUBLIC WORKS (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

GENERAL PROVISIONS

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (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.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

rev 130722