

Bellevue City Council Meeting

Wednesday, July 5, 2023 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION -
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. (*) Approval of the June 20, 2023 City Council Minutes.
6. (*) APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommend the appointment of Lisa Taylor-Jones to serve the remaining term of Sue Cutsforth, ending August, 2024 and the appointment of Randall Lasenburg, for a 3-year term, ending August, 2026, to the Planning Commission. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES:
 - a. Recommend approval to the Nebraska Liquor Control Commission (NLCC) the Application for Ronald S. Sibal as the new manager for VFW 10727 at 9501 South 25th Street, Bellevue, NE 68147. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4124: Request to rezone Lots 1 and 2, Childs Estate Acres Replat 7, being a replat of Lot 8, Replat Childs Estate Acres, and Lot 23, Childs Estate Acres, from RG-50 and RS-84 to RG-50 and RS-84, for the purpose of a lot line adjustment. Applicants: Bonifacio Ascencio and Eric Cano. General location: 1001/1003 Virginia Street. (Planning Manager)
 1. Request to small subdivision plat Lots 1 and 2, Childs Estate Acres Replat 7.
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4125: Compensation Ordinance as Updated (HR Director)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4126: Request to rezone Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat, from BG to BG and RS-72, for the purpose of commercial and single-family residential development. Applicant: Puglisi House, LLC (Pat and Janelle Vacanti). General Location: South 31st Street and Golden Boulevard. (Planning Manager)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Show Cause Hearing on the proposed Condemnation at 12510 S. 9th Street, Bellevue 68123. (Chief Building Inspector)
 1. Resolution No. 2023-18: Condemning the structure(s) located at 12510 S. 9th Street, Bellevue 68123.
 - b. Show Cause Hearing on the Proposed Condemnation at 2611 Margo Street, Bellevue 68147. (Chief Building Inspector)
 1. Resolution No. 2023-19: Condemning the structure(s) located at 2611 Margo Street, Bellevue 68147.
 - c. Show Cause Hearing on the proposed Condemnation at 8418 S. 36th Street, Bellevue

68147. (Chief Building Inspector)

1. Resolution No. 2023-20: Condemning the structure(s) located at 8418 S. 36th Street, Bellevue 68147.

15. RESOLUTIONS: NONE

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the Interlocal Agreement with Sarpy County, regarding the purchase of a trained police dog. (Police Chief)

b. Approve and authorize the Mayor to sign the DRE State Training Coordinator Contract with the Nebraska Department of Transportation (NDOT) for salary reimbursement for Lt. Joe Milos's services as the Statewide Drug Recognition Coordinator. (Police Chief)

c. Approve and authorize the Mayor to sign the Third Addendum/Extension to the Lease Purchase Agreement with Premier Sports Village LLC, ending August 31, 2023. (Administration/Community Development Director)

d. Approve and authorize the Mayor to sign the Agreement with the City of Omaha for the disposal of yard waste ending December 1, 2023, in an amount not to exceed \$21.32 per ton. (Public Works Director/Wastewater and Solid Waste Superintendent)

e. Approve and authorize the Mayor to sign the Third Addendum with Papillion Sanitation for the reimbursement of processing and disposal fees of yard waste at Oma-Gro. (Public Works Director)

f. Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, in an amount not to exceed \$11,480.00. (Public Works Director)

g. Approve and authorize the Mayor to sign the Agreement with the University of Nebraska Medical Center (UNMC) for Forensic Lab testing beginning July 5, 2023 through July 5, 2024, in an amount not to exceed prices on the Laboratory Fee Schedule attached. (Police Chief/Captain Melvin)

h. Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with Bellevue University regarding traffic control. (Legal)

i. Approve and authorize the Mayor to sign the Agreement with Thiele Geotech Inc. for testing services on the Library Renovations, in an amount not to exceed \$12,169.00. (Public Works Agreement)

j. Approve and authorize the Mayor to sign the Amended Interlocal Agreement with Eastern Sarpy Suburban Fire District. (Fire Chief)

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

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b1.
7/5/2023

Bellevue City Council Meeting, June 20, 2023, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 20th day of June 2023 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch.

Also present were City Administrator Jim Ristow, City Attorney Aimee Bataillon, and Assistant City Attorney Annie Mathews.

Notice of this meeting was given in advance thereof by publication in the Gretna/Sarpy Guide and News and posted 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 are hereby attached to these minutes. All proceedings shown hereafter were taken while the convened meeting was open to the public.

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led the Pledge of Allegiance. Dr. Rick Janelle, Lead Teaching Minister, Bellevue Church of Christ, 2311 Madison Street, provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

Motion was made by Cook, seconded by Welch, to approve the agenda.

Motion was made by Preister, seconded by Burns, to amend the agenda by moving Items 16d., 16e., 16f., 16g., and 16h. after Item 15b.

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

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

APPROVAL OF THE CONSENT AGENDA:

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

Consent agenda included the following items: Acknowledge receipt of April 11, 2023 Tree Board Minutes; Acknowledge receipt of May 25, 2023 Planning Commission Minutes; Approval of the June 6, 2023 City Council Minutes; and Approval of Claims.

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading):

Ordinance No. 4123: Request to rezone the South 35' of Lots 3, 4, 5, & 6, Hopkin's Subdivision and Part of Lots 10 & 11, Albright's Choice Subdivision, from ML to BGH for the purpose of a restaurant. Applicant: RGH Design. General Location: 7110 Railroad Avenue. (Planning Manager)

Ordinance No. 4123: An Ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4104 by changing the zone classification of land located at or about 7110 Railroad Avenue, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

Motion was made by Preister, seconded by Welch, to approve Ordinance No. 4123: An Ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4104 by changing the zone classification of land located at or about 7110 Railroad Avenue, more particularly described in Section 1 of the ordinance and to provide an effective date.

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

MINUTE RECORD

Bellevue City Council Meeting, June 20, 2023, Page 2

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

Ordinance No. 4124: Request to rezone Lots 1 and 2, Childs Estate Acres Replat 7, being a replat of Lot 8, Replat Childs Estate Acres, and Lot 23, Childs Estate Acres, from RG-50 and RS-84 to RG-50 and RS-84, for the purpose of a lot line adjustment. Applicants: Bonifacio Ascencio and Eric Cano. General location: 1001/1003 Virginia Street. (Planning Manager)

Ordinance No. 4124: An Ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4104 by changing the zone classification of land located at or about 1001/1003 Virginia Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

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

With no one in the audience coming forward to speak in support or opposition, Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on July 5, 2023.

Request to small subdivision plat Lots 1 and 2, Childs Estate Acres Replat 7. (No action required)

Mayor Hike read the agenda item and stated action will also be taken on this at the July 5, 2023 Council meeting.

ORDINANCES FOR INTRODUCTION (First Reading):

Ordinance No. 4125: Compensation Ordinance as Updated (HR Director)

Ordinance No. 4125: An ordinance of the City of Bellevue, Nebraska, classifying the employees of the city; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 4117 and providing for an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on July 5, 2023.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Request for a conditional use permit for Lots 1 through 6, and the North 15' of Lot 19A, Wilson & Johnson Subdivision, for the purpose of a 50' telecommunications tower replacement. Applicant: Christy Eichorn for Verizon Wireless. General Location: 406 E. Mission Avenue. (Planning Manager)

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

Ms. Christy Eichorn, 7824 Sycamore Drive, Lincoln, was present on behalf of Verizon Wireless. She explained the plan for this project is to remove an existing telecommunications pole built in 2005. The plan is to build another pole, approximately one foot away from the existing pole, at the same height.

Councilman Preister mentioned the request to camouflage the pole. He questioned if there is a problem with having it more blended in. Ms. Eichorn explained the existing pole is a flagpole, which can contain the necessary antennas. The poles need to be on the outside of the pole. Discussion followed on pole design.

Councilman Cook questioned if there will be more than one band. Ms. Eichorn replied no.

Councilman Cook inquired what the process is if someone would want to co-locate in ten years.

Mrs. Tammi Palm, Planning Manager, stated typically if someone wants to co-locate companies are not required to come back before City Council. If there is a change in height or a change in the leasing area to the ground, the item would then need to come before City Council.

Ms. Eichorn stated she believes the pole's height is structurally designed to add another layer of antennas to it. Conversation ensued.

No one else in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

Motion was made by Casey, seconded by Cook, to approve a request for a conditional use permit for Lots 1 through 6, and the North 15' of Lot 19A, Wilson & Johnson Subdivision, for the purpose of a 50' telecommunications tower replacement. Applicant: Christy Eichorn for Verizon Wireless. General Location: 406 E. Mission Avenue.

Councilman Preister inquired what the requirements are for setbacks. Mrs. Palm explained typically if it is in single family residential zone, it is a 100 percent of the height of the tower. However, there is a

MINUTE RECORD

Bellevue City Council Meeting, June 20, 2023, Page 3

provision in the ordinance which states the City Council can waive that if they see fit. Ultimately, it is up to the City Council. Councilman Preister inquired if that interferes with any federal communications regulations. Mrs. Palm mentioned not that she is aware of. Discussion followed.

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

RESOLUTIONS:

Resolution No. 2023-16: Adoption of Parks Master Plan as the guide for future growth and development of the parks system within the City of Bellevue and its extra-territorial zoning jurisdiction (ETJ) and authorize the Mayor to sign. (Planning Manager)

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

Mr. Jeff Spiehs, 1462 South 11th Street, Omaha, Lamp Rynearson, provided an overview of the Parks Master Plan. He stated the theme of the plan is Open for Adventure to represent the topography, the open space, the history of Bellevue, and to create an identity for the parks with the city. He explained the plan helps the City of Bellevue to set goals and priorities as a guide in the future. He mentioned there was a working committee including staff members. There were interviews with city staff including the police department. The group met every other week, for 18 months, to work on the plan. There was also a steering committee which included members of the Planning Commission, Offutt Air Force Base, Bellevue Public Schools, Fontenelle Forest, Chamber of Commerce, and members of the public. Mr. Spiehs mentioned the plan includes 55 parks which equals 14% of the land in the city. He explained the plan included assessments for all 55 parks to include park equipment. All 55 parks were rated. There were also several surveys received from the public. In addition to the surveys, there were open office hours held in public places such as the library and coffee shops. There was also a website used throughout the entire project with over a thousand people communicating. A couple of the concerns mentioned were with maintenance and safety, accessibility, and visibility. The plan broke the city into six zones. He provided a description of the zones, stating the parks are identified as community parks, regional parks, and neighborhood parks. The criteria of the plan were based on the opportunity of what parks aren't being used and if there are amenities within ten minutes of the park. Mr. Spiehs mentioned the plan includes recommendations. There are 756 acres of parks, and the recommendation includes decommissioning of 17 acres of parks. He stated these parks are not being decommissioned today and stated it is just a recommendation to the city. He explained the Parks Master Plan needs to be coordinated with other city plans.

Mayor Hike mentioned five years ago the city did their strategic planning. It was discussed that the city has 756 acres of parkland. He stated that is a lot of mowing. The park plan indicates 17 acres being decommissioned out of 756 acres. He questioned if the parks can be given to the adjoining property owners to reduce the city maintenance. Mr. Spiehs mentioned discussion occurred on the land being donated to the adjacent landowners. He advised if parks have federal investments, the parks must be maintained as parks. Some parks would not be eligible. In the park plan, each park has a recommendation.

Councilman Preister mentioned the plan has a lot of good suggestions. One is to look at nature areas, which require no mows. The city has attempted to do that and receives complaints from citizens when they aren't mowed. How do you bridge those two perspectives and have the public accept the areas? Mr. Spiehs its about educating the public and share awareness. Discussion followed.

Councilman Preister mentioned the request for employees does not suggest a parks director. Mr. Spiehs mentioned it was not able to fit in the modern budget scenario. Conversation ensued.

Councilman Casey questioned how the current usage of the suggested decommission of parks was determined. Mr. Spiehs mentioned the survey data and the QR codes people could scan. The community was asked what parks they visited more often and times they visited; amenities desired. The suggested decommission parks didn't have the amenities. Discussion followed.

Councilman Cook questioned if Lamp Rynearson has worked with other cities on decommissioning parks and if so, what the process looks like. Mr. Spiehs explained the City Council would need to approve any changes to the parks. This plan is a recommendation, not a plan to decommission the parks today. Discussion followed.

Councilman Burns clarified the Parks Master Plan is a guide and document. The vote tonight does not determine any parks will be decommissioned. The vote is to adopt the plan. If there were to be any decommissioning of the parks, that would come back to the City Council for a vote. Mr. Spiehs replied correct, this would be approving the plan for the City of Bellevue. Mrs. Palm stated there would need to be a lot more discussion. This plan just highlights some parks to potentially be decommissioned. The City Council and public would be involved. It is a separate process. Conversation ensued.

Councilwoman Welch reiterated the plan is to bring the City Council up to speed and includes great information. Discussion followed.

Mayor Hike commented he agrees, the plan contains great information. He thanked Mr. Spiehs for doing a great job.

MINUTE RECORD

Bellevue City Council Meeting, June 20, 2023, Page 4

Ms. Stephanie Barelman, 1506 Brenda Drive, mentioned the plan is comprehensive and it is encouraging Bellevue has this plan. Her concern is with the word decommissioning. She has concerns there may not be enough land being decommissioned. She mentioned mowing is not sustainable. She encourages homeowners to take a different view when it comes to landscaping. She questioned what the green space will become in the future. She questioned why Mason Park was one of the parks recommended to be decommissioned. Recently there was an agreement made with an organization to maintain the park.

Mayor Hike mentioned he received a letter from Senator Carol Blood regarding Mason Park. There had been difficulties at Mason Park getting plants in and then the deer eating them. He explained the council can approve MOUs with organizations to maintain parks.

Mr. Timothy Millard, 2811 Jack Pine Street, and his son were present to speak on concerns with the decommissioning of parks. He mentioned donating land to the Bellevue Public Schools wouldn't be beneficial to the community. The schools are posted with no trespassing signs which would make their playgrounds unavailable. He also has concerns with parks being in walking distance for families.

Mr. Nick Gregor, 8104 South 41st Street, resident of the Golden Park neighborhood. He questioned what members of the public, what businesses, and what nonprofits were interviewed for this plan and how park uses were assessed. Who was invited to the public workshops? How were the QR Codes situated in the parks, were they in multiple locations, and in multiple languages? He stated Golden Rod Park is very represented and used. Mr. Spiehs mentioned the signs there wasn't a different language, however when you scan the QR Code you could choose your language.

Mr. Dan Gresko, 12804 S. 35th Street, is opposed to the decommissioning of parks, specifically Leawood Oaks. He had concerns with how much input citizens have. He questioned why the suggestion is to close parks and not hire staff to maintain them. He stated property taxes when located next to green space are higher. He had concerns with green space being sold to a developer.

Councilwoman Welch stated the City Council, Mayor, and Administration do listen to the people and their concerns. She explained some of the parks cannot be developed due to the space or the zoning.

Ms. Audrey Moulton, 7713 South 45th Avenue, Director of Caritas Kids' Cottage. She was present on behalf of the little people of her daycare who use Golden Rod Park the most. The play area is significant to her daycare. She requested Golden Rod Park not be decommissioned.

Mr. Steven Wiseman, 13008 South 35th Street, stated his backyard abuts Leawood Park. He mentioned he participated in the survey. There are three access points at the park, and only one of them had a sign. He also signed up for the working group and met one of the representatives at a coffee house. He stated if he hadn't contacted his Council member about the park not being mowed, he wouldn't have known about the proposed park plan. He stated the citizens are often kept in the dark. He had concerns with communication with the citizens.

Ms. Teresa Marinan, 4113 Patricia Lane, mentioned her backyard is Golden Rod Park and she never saw a QR Code. She expressed concerns with Golden Rod Park being decommissioned.

Ms. Kathy Holkeboer, 401 Rexroad Place, mentioned North Field in College Heights is proposed to be decommissioned. She has concerns with what use the park will have if it is decommissioned. She would love to have a community garden. She has concerns with the possibility of apartments being built there.

Mayor Hike stated the citizens do have say. If there are questions or concerns, he encouraged citizens to get in touch with their council members.

Ms. Trista Boling, 3601 Greene Avenue, mentioned she didn't see the QR Code but did participate in the survey. She loves the forward thinking in the plan. She stated the plan does not mention access for people to walk to parks. She mentioned if the two parks in her area are decommissioned, there will be no parks for people to walk to safely. She questioned if parks are looking at being decommissioned, why aren't new parks being proposed in strategic areas to lessen park deserts. She referred to the suggestion of gifting parks to the schools and questioned if this has been discussed the school districts.

Mr. Carl Hanson, 502 Kountze Memorial Drive, has concerns with decommissioning of parks. Another concern he mentioned was what will be become of the properties and the use of the green space. He mentioned the mowing seems to be the City Council's main concern. He suggested returning the areas to natural grass areas, wildlife sanctuaries, and bird sanctuaries.

Mayor Hike explained Bellevue lost its local newspaper. The information for the park plan was placed on the city's website, Facebook page, and signs were placed in parks. If the public has recommendations on how to reach people, he is open for suggestions.

Miss Charlotte Gregor, 8104 South 41st Street, mentioned there were no QR codes in Golden Rod Park. She mentioned Golden Rod Park is surrounded by several schools, along with a daycare. She stated the park is used by all these kids and she has concerns with the park being decommissioned.

Ms. Theresa Koziol, 8118 South 40th Street, is opposed to the decommissioning of parks.

MINUTE RECORD

Bellevue City Council Meeting, June 20, 2023, Page 5

Mr. Omar Valentine, 608 Jinings Drive, North Field located in College Heights, has a baseball field. He expressed concerns with removing the accessibility and opportunities for young individuals practicing sports.

Mrs. Bonnie McFarland, 7216 S. 53rd Street, mentioned she lives near Aspen Park. She stated she doesn't understand some of the plan. It mentions the park purpose is unclear. She requested clarity on that statement. It mentions the park has restricted views from neighbors. She stated there is only one house near the park. She would like clarity on the restricted view and the traffic circulation mentioned. The plan mentions specific years in the plan for build. She questioned if these are the years for the improvement to the park. She mentioned the plan states skateboard parks reduce illicit behavior and requested clarification. Mayor Hike explained having a skatepark would eliminate traffic on sidewalks of businesses and liability for those companies. Mrs. McFarland questioned what happens if the kids get hurt in a city park. Mayor Hike advised there is a state statute which protects the city's from being liable. Discussion followed.

Mr. Spiels addressed Mrs. McFarland's issue about the restricted views. This is in reference to safety concerns and how safe the public feels in the park. Tree lines can restrict access to users of the parks. He explained budgeting if phased out for improvements.

Ms. Linda Adams, 1311 Englewood Drive, lives by Heber Park. She is curious what would be put in place of the park if it were decommissioned.

Councilwoman Welch requested clarification on what exactly decommissioning of parks is. Mayor Hike stated it is repurposing the park. It could be selling the property to the neighbors, MOU to organizations to maintain the park, it could mean different things. It doesn't mean a car wash or apartments would be built in the middle of houses.

Mr. Steve Dawes, 413 Kountze Memorial Drive, he mentioned he did not know Northfield Park in College Heights was being decommissioned. He mentioned he has extensive knowledge in parks and would more than happy to volunteer to talk to people about the plan. Mayor Hike suggested he contact Councilman Casey.

Ms. Colleen Moser, 271 Coffey Avenue, the park in her area is Southern Oaks. She stated parks have many purposes. This park is a hill, and it is used for an evacuation point for the school and apartments. It is an emergency place to gather.

Ms. Clara Faulkner, 8115 South 42nd Street, lives by Golden Rod Park. She did not see any surveys and was unaware of the park was being decommissioned. She mentioned the city parks department has already taken over and fenced in an area of the park. She has concerns with the city maintenance storing trucks, heavy equipment, and chemicals near the park.

Mayor Hike questioned Mrs. Palm if there is any change of rezoning the park to BG or ML zoning. Mrs. Palm stated in her opinion that shouldn't be done in that location.

Ms. Tami Pollock, 8013 Volt Street, stated Golden Rod Park is the park in her neighborhood. She suggested instead of decommissioning the park, fix it.

Ms. Kayla Lengemann, 8206 South 40th Street, there is an inherent lack of misunderstanding in how the neighborhoods work. What the parks mean to the community of the neighborhoods should be considered. She mentioned the consideration of maintenance of the park should be reviewed when planning the budget. Smaller neighborhood facilities may not offer the amenities but offer family value and community.

Mr. Chris Marinar, 4113 Patricia Lane, lives by Golden Road Park. He stated he read where Bellevue has two times the average parks per residents compared to other cities. That is something to be proud of, and not lower to the standard. He expressed concern with even though the City Council isn't voting on decommission of parks tonight, he feels once the first park is decommissioned, it will lead to a domino effect. He stated once one is decommissioned; more will follow.

Mr. Dennis Dvorak, 4114 Giles Road, stated Golden Rod Park is his neighborhood park. He would like to see the plan move forward and bring more activities to Bellevue. He does believe the neighborhood parks are an important part of the community.

No one else in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

Mayor Hike mentioned the City of Bellevue sent out an annual report which mentioned the park plan. He encouraged the public to reach out to their council members to discuss anything in the report. He explained the administration has a job to keep taxes low and providing the best service possible. The Council sits between the administration and citizens to relay citizen information. Bellevue operates on \$1,640 per person per year. Bellevue has a high mil levy because they don't have the sales tax dollars. The city works with a tight budget. Adding more maintenance and employees is something the city is looking at.

MINUTE RECORD

Bellevue City Council Meeting, June 20, 2023, Page 6

Motion made by Burns, seconded by Cook, to approve Resolution No. 2023-16: Adoption of Parks Master Plan as the guide for future growth and development of the parks system within the City of Bellevue and its extra-territorial zoning jurisdiction (ETJ) and authorize the Mayor to sign.

Councilman Burns stated he appreciates everyone coming out and all the concerns by the citizens were heard.

Motion was made by Burns, seconded by Preister, to amend by eliminating page 71 and any wording recommending the decommissioning of the eight specific park.

Councilman Burns stated he thinks this is a good plan, he feels the people have concerns with the decommissioning of the parks, not the plan.

Councilman Preister mentioned it has been a long time since he has seen neighbors passionate about parks. He stated he heard concerns mostly with the decommissioning of parks, not the plan itself. If the removal of decommission of parks is removed, it could still be done. It is 17 acres, and of all the acreage this won't change the mowing considerably. He feels there are other options and suggestions. He believes the suggested amendment to take out the word decommissioning is appropriate.

Councilman Cook mentioned his concern with the suggested amendment is the city hired a company to do a study and look at usage of the parks. This is a guide. There was a committee put together and the public was involved to look at the parks. This is a recommendation. It does not mean the city is going to decommission the eight parks. The city does need to look at these eight parks. He feels the amendment is not allowing the process to be played out.

Councilwoman Welch agrees with Councilman Cook. The wording allows the Council to meet with the residents of these parks and investigate further. The decommissioning of the parks is just a recommendation. The information in the study allows the Council to develop a plan that works for everyone.

Councilman Preister stated not everything in the plan will be done. The Council does not have to accept everything in the plan.

Councilman Casey mentioned he feels this is a guide to what the city will do in future. This is intelligent input and information for the city to review.

Councilman McCaw stated he is not in favor of removing anything from the plan. He stated if the decommission of parks was removed and in two years, the city may want to decommission parks, the plan wouldn't mention it. He stated this is a living document. Discussion followed.

Mayor Hike explained the plan has taken eighteen months to compose. There are identifiable parks the plan includes. He feels administratively, those parks should be left in the plan. He reiterated no parks are being decommissioned at this time.

Councilwoman Welch stated if the plan did not include the recommendation to decommission parks, the citizens wouldn't have come to the meeting. She feels the recommendation should remain in the plan so the city can receive citizen input.

Roll call vote to amend by removing decommissioning of parks from Resolution No. 2023-16: Adoption of Parks Master Plan as the guide for future growth and development of the parks system within the City of Bellevue and its extra-territorial zoning jurisdiction (ETJ) and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Burns and Preister voted yes; Casey, Cook, McCaw, and Welch voted no; absent: none. Motion failed.

Roll call vote to approve Resolution No. 2023-16: Adoption of Parks Master Plan as the guide for future growth and development of the parks system within the City of Bellevue and its extra-territorial zoning jurisdiction (ETJ) and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Resolution No. 2023-17: A resolution implementing a one-time Employee Retention Incentive for unclassified employees. (HR Director)

Motion was made by Welch, seconded by Burns, to approve Resolution No. 2023-17: A resolution implementing a one-time Employee Retention Incentive for unclassified employees. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

CURRENT BUSINESS:

16d. Approve and authorize the Mayor to sign a Memorandum of Understanding (MOU) with the Civilian Employee Association of Bellevue (CEAB). (HR Director)

Motion was made by Cook, seconded by Burns, to approve and authorize the Mayor to sign a Memorandum of Understanding (MOU) with the Civilian Employee Association of Bellevue (CEAB). Roll

MINUTE RECORD

Bellevue City Council Meeting, June 20, 2023, Page 7

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

16e. Approve and authorize the Mayor to sign a Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA). (HR Director)

Motion was made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign a Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA). Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

16f. Approve and authorize the Mayor to sign a Memorandum of Understanding (MOU) with the Bellevue Police Command Staff Association (BPCSA). (Administration)

Motion was made by Preister, seconded by Welch, to approve and authorize the Mayor to sign a Memorandum of Understanding (MOU) with the Bellevue Police Command Staff Association (BPCSA). Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

16g. Approve and authorize the Mayor to sign a Memorandum of Understanding (MOU) with the Bellevue Police Officer Association (BPOA) for the term June 6, 2023 through September 30, 2024. (Administration)

Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign a Memorandum of Understanding (MOU) with the Bellevue Police Officer Association (BPOA) for the term June 6, 2023 through September 30, 2024. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

16h. Approve and authorize the Mayor to sign a Memorandum of Understanding (MOU) with the International Association of Firefighters Local 4906 for the term June 20, 2023 through September 30, 2025. (Administration)

Motion was made by Welch, seconded by Burns, approve and authorize the Mayor to sign a Memorandum of Understanding (MOU) with the International Association of Firefighters Local 4906 for the term June 20, 2023 through September 30, 2025. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

16a. Approve the Acquisitions, Permanent and Temporary Easements for Phase 2 of the 36th Street Improvement Project, in an amount not to exceed \$23,010.00. (Public Works Director)

Motion was made by Cook, seconded by Welch, to approve the Acquisitions, Permanent and Temporary Easements for Phase 2 of the 36th Street Improvement Project, in an amount not to exceed \$23,010.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

16b. Approve and authorize the Mayor to sign Amendment 1 to the original agreement with Jacobs Engineering Group Inc. for Professional Services on storm drainage improvement plan, in an amount not to exceed \$35,669.00 (bringing the total contract for storm drainage projects, in an amount not to exceed \$385,342.00). (Public Works Director)

Motion was made by Welch, seconded by Preister, to approve and authorize the Mayor to sign Amendment 1 to the original agreement with Jacobs Engineering Group Inc. for Professional Services on storm drainage improvement plan, in an amount not to exceed \$35,669.00 (bringing the total contract for storm drainage projects, in an amount not to exceed \$385,342.00). Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

16c. Approve and authorize the Mayor to sign the Independent Contractor Agreement with Abby Highland, as the Community Development Block Grant (CDBG) Program Specialist, effective July 9, 2023 through July 8, 2025. (Finance Director)

Motion was made by Casey, seconded by Welch, to approve and authorize the Mayor to sign the Independent Contractor Agreement with Abby Highland, as the Community Development Block Grant (CDBG) Program Specialist, effective July 9, 2023 through July 8, 2025. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current (June report will be attached to July 5th Council packet)

CLOSED SESSION:

MINUTE RECORD

Bellevue City Council Meeting, June 20, 2023, Page 8

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Burns, seconded by Preister, the meeting was adjourned at 8:56 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: 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 Mayor and Council on June 20, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

MINUTE RECORD

*6.
7/5/2023

CLAIMS FOR JULY 5, 2023

PAGE 1

CITY ADMINISTRATOR

BLACK HILLS ENERGY	2023/05/01-05/31 MONTHLY SERVICE	193.06
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	4,883.31
METROPOLITAN UTILITIES DIST	2023/05/05-06/06 MONTHLY SERVICE	26.93
OMAHA PUBLIC POWER DISTRICT	2023/05/11-06/12 MONTHLY SERVICE	451.22
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	85.32
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	90.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	44.12
		<hr/>
		5,774.68

CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET - 2023/05-2023/06	119.98
		<hr/>
		119.98

LEGAL

BLACK HILLS ENERGY	2023/05/01-05/31 MONTHLY SERVICE	34.07
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	1,174.06
METROPOLITAN UTILITIES DIST	2023/05/05-06/06 MONTHLY SERVICE	4.75
OMAHA PUBLIC POWER DISTRICT	2023/05/11-06/12 MONTHLY SERVICE	79.63
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	31.40
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	52.74
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	60.48
		<hr/>
		1,437.13

CABLE ADVISORY

BLACK HILLS ENERGY	2023/05/01-05/31 MONTHLY SERVICE	170.35
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	4,077.78
METROPOLITAN UTILITIES DIST	2023/05/05-06/06 MONTHLY SERVICE	23.76
OMAHA PUBLIC POWER DISTRICT	2023/05/11-06/12 MONTHLY SERVICE	398.13
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	33.62
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	25.75
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	60.48
		<hr/>
		4,789.87

CITY CLERK

595 AMXS UNIT ADVISORY	REFUND FIREWORKS DEPOSIT	1,000.00
BELLEVUE SOCCER CLUB	REFUND FIREWORKS DEPOSIT	1,000.00
BELLEVUE UNIVERSITY FOUNDATION	REFUND FIREWORKS DEPOSIT	1,000.00
BLACK HILLS ENERGY	2023/05/01-05/31 MONTHLY SERVICE	295.27
BRYAN HIGH SCHOOL COACHES	REFUND FIREWORKS DEPOSIT	1,000.00
CORNERSTONE CHRISTIAN SCHOOL	REFUND FIREWORKS DEPOSIT	1,000.00
DANIEL J. GROSS CATHOLIC HIGH SCHOOL	REFUND FIREWORKS DEPOSIT	1,000.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	2,032.26
FRATERNAL ORDER OF EAGLES	REFUND FIREWORKS DEPOSIT	1,000.00
METROPOLITAN UTILITIES DIST	2023/05/05-06/06 MONTHLY SERVICE	41.18
OMAHA PUBLIC POWER DISTRICT	2023/05/11-06/12 MONTHLY SERVICE	690.10
RAVEN HAVEN	REFUND FIREWORKS DEPOSIT	1,000.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	24.96
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	33.14
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	60.48
SAINT MARY'S CATHOLIC SCHOOL	REFUND FIREWORKS DEPOSIT	1,000.00
SPIRIT LIFE ASSEMBLY OF GOD CHURCH	REFUND FIREWORKS DEPOSIT	1,000.00
VETERANS SUPPORT ASSOCIATION, INC	REFUND FIREWORKS DEPOSIT	1,000.00
WILD WILLY'S FIREWORKS	REFUND FIREWORKS DEPOSIT	7,000.00
		<hr/>
		21,177.39

MINUTE RECORD

CLAIMS FOR JULY 5, 2023

PAGE 2

FINANCE/RISK MANAGEMENT

BLACK HILLS ENERGY	2023/05/01-05/31 MONTHLY SERVICE	249.84
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/05/09-2023/06/08	9.73
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	5,225.88
INDOFF, INC	SELF-ADHESIVE STRIPS FOR 3-HOLE PAPER	58.58
METROPOLITAN UTILITIES DIST	2023/05/05-06/06 MONTHLY SERVICE	34.85
OMAHA PUBLIC POWER DISTRICT	2023/05/11-06/12 MONTHLY SERVICE	583.92
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	130.49
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	83.84
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	211.68
		<hr/>
		6,588.81

LIBRARY

BLACK HILLS ENERGY	2023/05/01-05/31 MONTHLY SERVICE	42.16
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	89.88
COX BUSINESS SERVICES	2023/06/01-06/30 MONTHLY SERVICE	107.39
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	6,801.81
INGRAM LIBRARY SERVICES	BOOKS	1,513.17
METROPOLITAN UTILITIES DIST	2023/05/05-06/05 MONTHLY SERVICE	121.88
QUADIENT FINANCE USA, INC	2023 MAY - LIBRARY NEOSHIPMENTS	542.65
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	84.62
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	107.30
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	241.92
		<hr/>
		9,652.78

ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS ENERGY	2023/05/01-05/31 MONTHLY SERVICE	193.06
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	12,461.60
IDEAL PURE WATER COMPANY	BOTTLED WATER	59.00
METROPOLITAN UTILITIES DIST	2023/05/05-06/06 MONTHLY SERVICE	26.93
OMAHA PUBLIC POWER DISTRICT	2023/05/11-06/12 MONTHLY SERVICE	451.22
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	121.23
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	94.68
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	241.92
		<hr/>
		13,649.64

CODE ENFORCEMENT

BLACK HILLS ENERGY	2023/05/01-05/31 MONTHLY SERVICE	4.64
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/05/10-2023/06/09	142.88
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	9,754.91
GRAPHIC DESIGNS INTERNATIONAL, LLC	INSTALL GRAPHIC ON VEHICLE	571.96
METROPOLITAN UTILITIES DIST	2023/05/06-06/06 MONTHLY SERVICE	8.96
OMAHA PUBLIC POWER DISTRICT	2023/05/11-06/12 MONTHLY SERVICE	130.45
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	71.12
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	88.79
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	211.68
		<hr/>
		10,985.39

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-230103 VALLEYVIEW SIDEWALK 2023/05/01-2023/06/04	7,612.25
ALFRED BENESCH & COMPANY	BPW-220814 FIBER OPTIC 2023/05/8- 2023/06/04	20,493.79
BLACK HILLS ENERGY	2023/05/01-05/31 MONTHLY SERVICE	7.80
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	5,842.56

MINUTE RECORD

CLAIMS FOR JULY 5, 2023

PAGE 3

PUBLIC WORKS (cont'd)

METROPOLITAN UTILITIES DIST	2023/05/06-06/06 MONTHLY SERVICE	15.05
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL FUEL FOR CITY VEHICLES	4,674.47
OMAHA PUBLIC POWER DISTRICT	2023/05/11-06/12 MONTHLY SERVICE	219.06
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	101.83
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	74.26
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	181.44
TRAVELERS	LIABILITY CLAIMS	2,135.00
		<hr/>
		41,357.51

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING	2,132.80
A-RELIEF SERVICES	PORTABLE RESTROOMS	886.00
BLACK HILLS ENERGY	2023/05/01-05/31 MONTHLY SERVICE	102.25
COX BUSINESS SERVICES	2023/06/01-06/30 MONTHLY SERVICE	214.78
CROW LAWN CARE LLC	MOWING	3,600.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	9,290.40
MENARDS	STAKE FLAGS, RAIN-X	47.12
METROPOLITAN UTILITIES DIST	2023/05/05-06/05 MONTHLY SERVICE	22,459.51
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	91.06
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	100.63
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	272.16
		<hr/>
		39,196.71

RECREATION

B&D DIAMOND PRO	BALLFIELD SUPPLIES	161.70
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/05/11-2023/06/10	145.39
COX BUSINESS SERVICES	2023/06/01-06/30 MONTHLY SERVICE	88.39
AMANDA PLANTZ	REFUND BASEBALL FEE	45.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	2,660.65
J & J SMALL ENGINE SERVICE	LAZER X MOWER LZ801GKA606A1	11,250.00
KAREN LOPEZ	REFUND SWIMMING LESSONS	80.00
MARTHA QUINTANA	REFUND PARTY DEPOSIT	425.00
METROPOLITAN UTILITIES DIST	2023/05/04-06/05 MONTHLY SERVICE	256.97
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	38.66
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	27.63
TASHA GIROUEX	REFUND POOL PARTY	130.00
ADAM THOMAS	REFUND POOL PARTY	130.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	60.48
		<hr/>
		15,499.87

FACILITY MAINTENANCE

AQUA-CHEM	CHEMICALS FOR POOLS-CASCIO	300.60
BLACK HILLS ENERGY	2023/05/01-05/31 MONTHLY SERVICE	461.52
DAY ELECTRIC SERVICE, INC	INSTALL OUTLET FOR ICE MACHINE	293.80
DIAMOND VOGEL, INC	POOL-COTE PAINT	1,709.85
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	11,964.31
INTERSTATE INDUSTRIAL SERVICE	CERTIFY AND CALIBRATE BACKFLOW	110.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	136.23
METROPOLITAN UTILITIES DIST	2023/05/05-06/05 MONTHLY SERVICE	295.12
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	85.09
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	101.63
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	302.40
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	646.50
VOSS LIGHTING	JANITORIAL SUPPLIES	155.50
WESTLAKE ACE HARDWARE	NOZZLES GUN	19.18
		<hr/>
		16,581.73

MINUTE RECORD

CLAIMS FOR JULY 5, 2023

PAGE 4

CEMETERY

BLACK HILLS ENERGY	2023/05/01-05/31 MONTHLY SERVICE	39.76
COX BUSINESS SERVICES	2023/06/01-06/30 MONTHLY SERVICE	83.39
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	2,826.08
HUGHES TREE SERVICE	TREE REMOVAL-CEMETERY	2,765.00
METROPOLITAN UTILITIES DIST	2023/05/05-06/05 MONTHLY SERVICE	97.76
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	34.29
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	28.26
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	90.72
		<hr/>
		5,965.26

STREETS

ALFRED BENESCH & COMPANY	BPW-230102 CONCRETE PROJECTS	9,190.50
	2023/05/01-2023/06/04	
BLACK HILLS ENERGY	2023/05/01-05/31 MONTHLY SERVICE	158.77
COX BUSINESS SERVICES	2023/06/01-06/30 MONTHLY SERVICE	274.17
CROW LAWN CARE LLC	ROW MOWING-CYCLE 1 AND 2	20,313.56
EARNEST CONSTRUCTION GROUP, INC	REBUILD INLET BOX	4,655.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	41,796.34
HGM ASSOCIATES INC	BPW-230105 PW BUILDING THRU	8,340.00
HGM ASSOCIATES INC	BPW-211224 HARLAN DR BRIDGE THRU	4,180.30
	2023/06/15	
INDEPENDENT SALT CO	ICE CONTROL SALT	1,467.94
MARTIN ASPHALT	BULK OIL	412.00
MARTIN MARIETTA MATERIALS	CRUSHED ROCKS	6,049.91
METROPOLITAN COMMUNITY COLLEGE	TUITION-GUERRERO	401.50
METROPOLITAN UTILITIES DIST	2023/05/05-06/05 MONTHLY SERVICE	503.28
MICHAEL TODD & COMPANY	U-CHANNEL POSTS	4,065.60
MID AMERICA CLEANING SYSTEMS, INC	PRESSURE WASHER	5,171.93
NEENAH FOUNDRY COMPANY MUNICIPAL	INLET FRAME, GRATE	4,074.00
OMAHA PUBLIC POWER DISTRICT	2023/05/01-06/12 MONTHLY SERVICE	1,343.53
OMNI ENGINEERING	ASPHALT	2,383.55
READY MIXED CONCRETE COMPANY	CONCRETE	23,471.49
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	299.56
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	367.27
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	967.68
WESCO DISTRIBUTION	STABILIZER KITS	1,734.00
WESTLAKE ACE HARDWARE	DRILL BITS	13.18
		<hr/>
		141,635.06

FLEET MAINTENANCE

911 CUSTOM, LLC	KEYS FOR GUN LOCKS	180.21
ANDERSON INDUSTRIAL ENGINES CO	FUEL TANK	58.73
AUTO VALUE PARTS - SOUTH OMAHA	DISC BRAKE CALIPERS, FLOORLINER, BOOT	150.21
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, THREAD SEALANT, TRANSMISSION	401.99
BAUER BUILT TIRE & SERVICE	ALIGNMENT	94.95
BLACK HILLS ENERGY	2023/05/01-06/01 MONTHLY SERVICE	71.95
COX BUSINESS SERVICES	2023/06/01-06/30 MONTHLY SERVICE	107.39
CUMMINS SALES AND SERVICE	GASKETS, CONNECTORS, SEAL, PLUG	123.72
DANKO EMERGENCY EQUIPMENT	AKRON VALVE W/HANDLE	1,031.94
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	21,842.57
FACTORY MOTOR PARTS CO	ACTUATOR, SPARK PLUGS	108.53
FARM PLAN	BALL JOINTS	485.85
GRAINGER	GLOVES	11.62
IDEAL PURE WATER COMPANY	BOTTLED WATER	100.75
INDOFF, INC	OFFICE SUPPLIES	207.05
INTERSTATE BATTERIES	BATTERIES	2,246.08

MINUTE RECORD

CLAIMS FOR JULY 5, 2023

PAGE 5

FLEET MAINTENANCE (cont'd)

MATHESON TRI-GAS INC	INTERCON STEEL HINGE	19.12
MENARDS	BED LINER SPRAY	40.30
METROPOLITAN UTILITIES DIST	2023/05/05-06/06 MONTHLY SERVICE	130.21
MIDLANDS AUTO REPAIR	ALIGNMENT	80.00
NAPA AUTO PARTS	FILTERS, V-BELTS, BRAKE CLEANER, BLADERUNNER BELTS, BRAKE CALIPERS	300.03
NEBRASKA IOWA INDUSTRIAL FASTENERS,	PLUG TAP, TERMINALS, DRILL BITS, RIVETS	782.34
NORTH CENTRAL EMERGENCY VEHICLES	FORD MED UNIT PARTS	799.84
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	211.52
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	168.30
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	483.84
SWAN ENGINEERING, LLC	O-RINGS, WIPERS	65.52
THERMO KING CHRISTENSEN	HOSE, A/C PARTS, CAGE, CLIP	253.60
TOYNE, INC	CLUTCH SOLENOID, DRIVE CLUTCH	4,360.78
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER LETTERS./NUMBERS KIT, BOLT HOOKS	539.16
WESTLAKE ACE HARDWARE		26.57
		<u>35,484.67</u>

SOLID WASTE

CITY OF OMAHA	COMPOST-APR 2023	4,185.53
PAPILLION SANITATION	GLASS RECYCLING	382.16
		<u>4,567.69</u>

PLANNING

BLACK HILLS ENERGY	2023/05/01-05/31 MONTHLY SERVICE	7.05
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	2,832.71
METROPOLITAN UTILITIES DIST	2023/05/06-06/06 MONTHLY SERVICE	13.61
OMAHA PUBLIC POWER DISTRICT	2023/05/11-06/12 MONTHLY SERVICE	198.15
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	37.05
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	48.54
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	90.72
SARPY COUNTY TIMES	RENEW SUBSCRIPTION-52 WEEKS	134.99
		<u>3,362.82</u>

PERMITS & INSPECTIONS

BLACK HILLS ENERGY	2023/05/01-05/31 MONTHLY SERVICE	9.43
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/04/18-2023/05/17	175.05
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	11,880.34
INDOFF, INC	SELF-ADHESIVE STRIPS FOR 3-HOLE PAPER	29.29
METROPOLITAN UTILITIES DIST	2023/05/06-06/06 MONTHLY SERVICE	18.18
OMAHA PUBLIC POWER DISTRICT	2023/05/11-06/12 MONTHLY SERVICE	264.75
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	119.87
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	91.69
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	241.92
		<u>12,830.52</u>

POLICE

88 TACTICAL GROUP INC	LAW ENFORCEMENT RANGE USE TRNG-	200.00
AARDVARK	REMOTE VIEWER W/WRIST STRAP, CHARGER	1,226.00
ANARCHY OUTDOORS	UNIFORM SHIRTS-KIRWAN	342.69
AT&T MOBILITY	2023/04/22-05/21 MONTHLY SERVICE	1,477.80
AUTO BODY AUTHORITY	TOW CHARGE	100.00
AUTOGRAPHIX, INC	TRUCK COVERS, WINDOW TINT, KEYLESS	5,896.00
BLACK HILLS ENERGY	2023/05/01-05/31 MONTHLY SERVICE	167.05
CONNER PSYCHOLOGICAL SERVICES PC	PRE EMPLOYMENT PSYCH EVALUATIONS	850.00
COX BUSINESS SERVICES	2023/06/01-06/30 MONTHLY SERVICE	561.99
COX COMMUNICATIONS	SUBEPONA FOR INVESTIGATIONS	50.00

MINUTE RECORD

CLAIMS FOR JULY 5, 2023

PAGE 6

POLICE (cont'd)

EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	151,439.70
ENTERPRISE FM TRUST	DEA VEHICLE LEASE - JUNE 2023	557.32
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	32.44
FIRST RESPONDERS FOUNDATION	IN-HOUSE MENTAL HEALTH CLINICIAN-MAY	1,250.00
GREAT PLAINS UNIFORMS	UNIFORMS	3,036.83
HTS AG	DRONE PACKAGE	1,925.00
INTERNATIONAL ASSOCIATION FOR PROPERTY AND EVIDENCE	RENEW MEMBERSHIP-ZALESKI	195.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	152.49
KURT STROEHER	REIMB PER DIEM FOR TRAINING	41.49
LEFTA	CONFERENCE-LEFTA FIELD TRAINING-REED	199.00
LP POLICE	LOCATES FEE-MAY 2023	259.90
MENARDS	BUG SPRAY	48.26
METROPOLITAN UTILITIES DIST	2023/05/06-06/06 MONTHLY SERVICE	322.26
MICHAEL TODD & COMPANY	TRAFFIC CONES-SDLEA	5,000.00
MICROFILM IMAGING SYSTEMS	ANNUAL AGREEMENT 2023/06/01-	480.00
OMAHA PUBLIC POWER DISTRICT	2023/05/11-06/12 MONTHLY SERVICE	4,691.71
PODS ENTERPRISES, LLC	POD CONTAINER RENTAL	238.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	1,008.10
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	2,160.74
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	4,023.12
SOUTHERN CARLSON, INC	VEHICLE WASH AND WAX SOAP	679.00
SUNSET LAW ENFORCEMENT, LTD	AMMO	6,085.72
SUPER SEER CORPORATION	POLICE MOTORCYCLE HELMETS	1,137.80
TRAVELERS	LIABILITY CLAIMS, AUTO CLAIMS	6,270.29
TRISTAR	RE-OPEN CLAIM-MAY 2023	2,274.00
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	88.00
U.S. CELLULAR	2023/06/04-07/03 MONTHLY SERVICE	177.92
UPS STORE	MAILING CHARGE	49.33
V & V MANUFACTURING	POLICE BADGES	1,174.50
		<u>205,869.45</u>

FIRE & RESCUE

ACCUPRINT LASER SERVICES	TONER CARTRIDGE	149.90
AIRGAS USA, LLC	MEDICAL SUPPLIES	638.12
AMTRUST NORTH AMERICA	REFUND FOR SERVICE-GLINSMANN	85.00
BLACK HILLS ENERGY	2023/05/01-05/31 MONTHLY SERVICE	175.83
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	9,360.21
COX BUSINESS SERVICES	2023/06/01-06/30 MONTHLY SERVICE	214.78
DARLENE GOTTSCHALK	REFUND FOR SERVICE	48.00
DEPARTMENT OF VETERANS AFFAIRS	REFUND FOR SERVICE-CENTRETTO	936.40
ED M FELD EQUIPMENT CO	COMPRESSOR MAINTENANCE	2,236.97
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	96,366.49
FIREGUARD, LLC	FIRE EXTINGUISHERS INSPECTION-ALL DIST	4,469.75
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	461.49
INDUSTRIAL ORGANIZATIONAL SOLUTIONS,	BC WRITTEN EXAM	6,020.00
INTERNATIONAL ASSOCIATION OF FIRE CHIEFS	RENEW MEMBERSHIP-BETTS 2023/08/01- 2024/07/30	215.00
KEITH A SANDERS	REIMB FOR BOOTS	182.31
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	374.02
MENARDS	BATTERIES	59.91
METROPOLITAN UTILITIES DIST	2023/05/05-06/05 MONTHLY SERVICE	2,418.59
NFPA	RENEW MEMBERSHIP-GUIDO	175.00
OTHA WHITE	REFUND FOR SERVICE	73.42
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	1,350.95
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUNE 2023	728.95
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	2,570.40

MINUTE RECORD

CLAIMS FOR JULY 5, 2023

PAGE 7

FIRE & RESCUE (cont'd)

SANDRY FIRE SUPPLY, LLC	FIRE TOOLS FOR ENGINE, GEAR REPAIR, FIRE	1,581.00
STERICYCLE	SHREDDING SERVICE	299.00
STRYKER SALES CORPORATION	MEDICAL SUPPLIES	3,967.96
SWENSEN & ASSOCIATES	PROMOTIONAL PROCESS FOR BC	11,969.00
TELEFLEX FUNDING, LLC	MEDICAL SUPPLIES	3,112.50
THE RAWLINGS COMPANY, LLC	REFUND FOR SERVICE-LUDWIG	184.37
UNITED HEALTH INSURANCE COMPANY	REFUND FOR SERVICE-JIROVSKY	574.66
UNIVERSITY OF NEBRASKA MEDICAL CENTER	PEDIATRIC EMERGENCY-DAY 1, 2 AND 3	6,280.80
WESTLAKE ACE HARDWARE	SCREWDRIVERS, DRIVER POST, BELT	83.54
ZOLL DATA SYSTEMS INC	MAINTENANCE 2023/06/15-2023/09/14	3,879.53
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	1,130.20
		<u>162,374.05</u>

NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	2023/06/08 May Bank Activity 1000	543.24
CENTURY LINK	2023/05/04-06/03 MONTHLY SERVICE	910.90
COX BUSINESS SERVICES	2023/06/01-06/30 MONTHLY SERVICE	281.98
FIRST NATIONAL INSURANCE COMPANY	QTRLY -FEES 2022/10/01-2023/10/01	12,125.00
FIRST NATIONAL INSURANCE COMPANY	QTRLY INDEMNITY-AUTO 2022/10/01-	32,051.00
FIRST NATIONAL INSURANCE COMPANY	QTRLY -PROP CASUALTY 2022/10/01-	30,803.00
FIRST NATIONAL INSURANCE COMPANY	QTRLY -UMBRELLA EXCESS 2022/10/01- 2023/10/01	9,941.00
FIRST NATIONAL INSURANCE COMPANY	QTRLY -GEN LIABILITY 2022/10/01-	33,040.00
HEARTLAND MARKETING & COMMUNICATIONS, INC	SOCIAL MEDIA MANAGEMENT, ANNUAL REPORT, STREET DEDICATION SIGN	27,321.31
LOCKTON COMPANIES, LLC	WELLNESS NURSE ADVOCATE-JUNE 2023	1,875.00
NE-DEPARTMENT OF REVENUE	2023/05 SALES TAX	1,107.99
PM AM CORPORATION	ALARM FEES - MAY 2023	3,015.00
		<u>153,015.42</u>

INFORMATION TECHNOLOGY/COMMUNICATIONS

INTERSTATE ALL BATTERY CENTER	BATTERIES	3,457.50
MENARDS	RV CORD, COOLER	111.53
MOTOROLA SOLUTIONS, INC	CARRY ACCESSORY-HOLSTER FOR XE MODEL	274.32
ONE CALL CONCEPTS	LOCATES	7.12
SHI INTERNATIONAL CORP	EXTREME NETWORKS SOFTWARE	15,526.38
TESSCO	MALE POSITIVE STOP, CRIMP	98.05
TJ CABLE	LOCATES-MAY 2023	350.00
WESTLAKE ACE HARDWARE	STORAGE TOTE	19.99
		<u>19,844.89</u>

2206 LONGO DR - NEW LIBRARY

LEO A DALY COMPANY	BPW-210311 LIBRARY RENOVATION THRU 2023/06/13	39,789.10
		<u>39,789.10</u>

WASTEWATER

AMERICAN NATIONAL BANK	2023/06/08 May Bank Activity 1034 Neg Bal (54.27
AMERICAN NATIONAL BANK	2023/06/08 May Bank Activity 1034	91.50
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/05/09-2023/06/08	54.95
CENTURY LINK	2023/06/04-07/03 MONTHLY SERVICE	59.63
CITY OF OMAHA	SEWER FEES-APR 2023	524,612.31
COX BUSINESS SERVICES	2023/06/01-06/30 MONTHLY SERVICE	303.39

MINUTE RECORD

CLAIMS FOR JULY 5, 2023

PAGE 8

WASTEWATER (cont'd)

DAY ELECTRIC SERVICE, INC	TROUBLESHOOT MONITOR ALARM	495.00
ECHO GROUP, INC	TRANSFER SWITCH	1,098.00
EMBRIS GROUP LLC	BPW-201109 BLV LIFT STATION 2023/04/24-2023/05/19	370.00
EMBRIS GROUP LLC	BPW-230307 BLV BLUFF ST LIFT STATION	1,136.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-MAY 2023	16,363.63
ES LIFT STATION MAINTENANCE	QUAIL CREEK TROUBLESHOOTING	750.00
GRAINGER	CREDIT-BUBBER BOOTS	(159.15)
HDR ENGINEERING, INC	BPW-181013 QUAIL CREEK 2023/02/26-	5,878.50
HOA OPTIMIZATION & AUTOMATION	QUAIL CREEK CONTROL SYSTEM	937.20
MENARDS	TRASH BAGS, MEETING SUPPLIES, DIGGING BAR, WIRE, SAWHORSE, LUMBER, EDGER, 2023/05/06-06/06 MONTHLY SERVICE	692.50
METROPOLITAN UTILITIES DIST	E.COLI ANALYSIS	259.36
MIDWEST LABORATORIES	SLIDE TERMINALS, HOSE, GREASE GUN, FUSE	60.00
NAPA AUTO PARTS	LICENSE FEES	74.14
RAILROAD MANAGEMENT CO	CONCRETE	344.67
READY MIXED CONCRETE COMPANY	LIFE INSURANCE-JUNE 2023	1,169.58
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUNE2023	136.75
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JUNE 2023	170.06
RELIANCE STANDARD LIFE INSURANCE CO	CAMERA REPAIR, GEARHEAD MOTOR	504.40
THE CHARLES MACHINE WORKS, INC	SEWAGE VALVE	4,744.68
USA BLUE BOOK	SEWER PIPE	1,512.48
UTILITY EQUIPMENT COMPANY	KEYS	766.50
WESTLAKE ACE HARDWARE		8.97
		<u>562,489.32</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT FEE-MAY 2023	5,737.50
		<u>5,737.50</u>

LAW ENFORCEMENT TRUST

AMERICAN ALUMINUM ACCESSORIES, INC	DOG KENNELS FOR NEW VEHICLES	13,756.00
VIGILANT SOLUTIONS, LLC	MOBILE LICENSE PLATES READER	17,160.00
		<u>30,916.00</u>

TOTAL CLAIMS FOR JULY 5, 2023 1,570,693.24

TOTAL PAYROLL FOR JUNE 23, 2023 2,455,258.32

*8a.
7/5/2023



We Influence The World!

City of Bellevue
Office of the Mayor
1500 Wall Street • Bellevue, Nebraska • 68005 • 402-293-3022

MEMO

To: Council President Paul Cook & Council Members
From: Rusty Hike, Mayor
Subject: Appointment to the Planning Commission
Date: June 28th, 2023

Please consider the following for appointment to the Planning Commission.

Lisa Taylor-Jones
10706 South 26th Street
Bellevue, NE 68123
402-319-1922
She will serve the remaining term of Sue Cutsforth ending August 2024

Randall Lasenburg
2607 Kelly Drive
Bellevue, NE 68123
402-990-9588
He will serve a three-year term ending August 2026.

Lisa Taylor-Jones
10706 South 26th Street
Bellevue, Nebraska 68123
402-991-4972 – Home
402-319-1922 - Cell
Lktaylor1@msn.com

Employment History:

August 2022-Present: Methodist Health System, Human Resources Advisor

Lead and direct human resources strategic initiatives that align with and the delivery of business strategies across the health system of over 7,000 employees. Set the strategy, focus and implementation of human resources initiatives that enhance an engaged workforce.

January 2021-August 2022: Habitat for Humanity Omaha, Head of Human Resources and Diversity, Equity and Inclusion -

A member of the executive leadership team with responsibility to lead and direct human resources strategic initiatives that align with and support the delivery of business strategies across the enterprise. Responsible for the overall Human Resources, Employee Relations, Talent Development, Performance Improvement, and Diversity, Equity and Inclusion strategies, policies and practices.

January 2016- December 2020: Nebraska Department of Health and Human Services:

July 2017-December 2020: Chief of Staff – Main advisor to the CEO and point of contact for top management and other stakeholders. Plan and direct all administrative, financial, and operational activities for the six divisions and operational areas of Nebraska DHHS with a combined budget of 3.5 billion dollars and over 5,500 team members. Organize and prioritize critical issues and required information for the CEO to facilitate efficient decision making. Provide oversight and guidance to projects of high importance. Leading priority projects and legislative initiatives within the department while aligning division actions and communications in support of achieving specific policy goals. Executive leader to the Human Resources, Talent Development, Enterprise Communications, Operational Excellence and Legislative Services departments. Advancing change management to create a workplace culture that promotes the DHHS values and core competencies.

January 2016 – July 2017: Director, Head of Human Resources, Talent Development and Operational Excellence - Responsible for the Overall Human Resources, Employee Relations, Talent Development, and Performance Improvement strategies, policies and practices within the divisions of Behavioral Health, Children and Family Services, Developmental Disabilities, Medicaid and Long-Term Care, Public Health, and Veterans' Homes, as well as agency

operations. Executive talent acquisition, compensation, and lead agency labor negotiator for the NAPE, FOP and SCATA contacts.

October 2011 – December 2015: Lincoln Financial Group:

AVP and Senior Human Resources Business Partner – Responsible for the Human Resources partnership in the Group Protection (Ancillary Employer Products) Division. Provide strategic counsel in the development and execution of talent strategies to drive the business goals and objectives in Omaha and Atlanta for an employee base of over 2,300. Provide consultative leadership in the design, implementation and alignment of: Employee Relations and EEO Compliance, Performance Management, Organizational Design and Development, Talent Acquisition and Succession Planning, Diversity Initiatives, Employee Engagement, Total Rewards Compensation and Benefits, and Change Management. Creating effective dashboards for accurate measurement and tracking of results that tie to investment returns and profitability. Directly manage the Group Protection HR Business Partners, Recruiters and HR Coordinators.

April 2005 – October 2010: Alegent Health System:

Director, Senior Human Resource Business Partner and Head of Diversity and Inclusion – A member of the executive leadership team with responsibility to lead and direct human resources strategic initiatives that aligned with and supported the delivery of business strategies across the enterprise of over 9,000 employees. Set the strategy, focus and implementation of human resources initiatives that enhanced an engaged workforce while improving efficiency and cost effectiveness. Directly managed a team of Human Resources Business Partners, Diversity Specialist, and Recruiting Consultants and established analytic dashboards.

- Managed all diversity and inclusion efforts for over 9,000 company-wide employees
- Lead talent and succession management initiatives for over 2,400 local campus employees. Developed and implemented long-term recruiting strategies for local and regional locations that resulted in increased applicant pools, a higher quality of hire (measured by job performance/retention) and an increased awareness by the community of Alegent Health System as an employer of choice.
- Reduced turnover of targeted high potential employees by implementing retention initiatives, which included holding quarterly roundtables, conducting stay interviews and providing engagement opportunities.
- Managed a team of HR Business Partners, Recruiting Specialists, Diversity Specialist and HR Coordinators providing direction in all HR-related services (Employment, Compensation and Benefits, Labor and Employee Relations, Performance Management, Records Management, Safety, HRIS and Affirmative Action)

February 2005 – October 2011: Contracted Consultant EEO Investigations – United States Post Office – Reviewed and analyzed EEO investigation decisions upon appeal of the administrative decision. Recommend next steps based upon the information included in the investigative file. Mediate resolution of employee complaints.

January 2002 – April 2005: Nebraska Equal Opportunity Commission- Level II EOC Investigator - Investigated charges of discrimination filed in the areas of employment, housing and public accommodations law. Investigated EEO Compliance, Draft charges, establish jurisdiction, develop investigative plans, interview witnesses and obtain documents to support the evidence. Combine information into final investigative report and make a recommendation of final determination based upon the evidence found during the investigative process. Facilitate and conduct training classes on lawful EEO practices.

August 1996 – December 2001: Methodist Hospital - Human Resource Generalist - Partner with executive leaders and directors to provide strategic counsel in the areas of Recruitment, Employee Relations and Performance Management, Hiring, Retention, Diversity, Affirmative Action, Organizational Development, for over 5,500 employees at 4 different site locations in both Nebraska and Iowa. Partner with operations to provide a safe working environment and developed responses to EEO, Worker's Compensation, and Unemployment claims.

August 1990 – March 1996: Ford Motor Credit Company - Employee Relations Associate - Provided consultation to operational leaders regarding employee relations and internally investigated employee issues and concerns. Drafted responses to EEO, Worker's Compensation, and Unemployment claims. Facilitated training and development sessions to leaders and directors regarding: performance-based interviewing techniques, constructive feedback, effective listening, diversity appreciation and EEO policy and procedure updates. Recruited and hired customer service specialist, team leader and operation manager positions. Facilitated new hire orientation training.

Education:

Bachelor of Science: Psychology, University of Nebraska – Lincoln, 1989

Gallup Top 5 Strengths:

Maximizer, Positivity, Relator, Strategic, Developer

Affiliations:

Society for Human Resource Management

Girl Scouts of Nebraska Board of Directors

Lean Six Sigma Black Belt

Alumni – Corporate Leadership Council Human Resources Leadership Academy

Former Sarpy County Personnel Policy Board Member: 2005-2015

Randall L. Lasenburg

2607 Kelly Dr
Bellevue, NE 68123

(402) 990-9588

rlasenburg@gmail.com

Experience:

Manager of Supplier Diversity, Omaha, NE

Union Pacific Railroad, Supply and Procurement

April 2021 – Present

- Managing \$800M of annual spend with diverse suppliers
- Creating a pipeline of 400 new diverse suppliers annually
- Contract negotiations with suppliers on behalf of Union Pacific
- Management of procurement for security services for Union Pacific with \$10M in annual spend
- Maintain relationship with key Chamber of Commerce's and National and Regional Diversity Councils
- Lead internal conversations with buyers regarding the use of diverse suppliers
- Driving multi-source bid inclusion rate of diverse suppliers from 8% to 10%+
- Managing Tier II Reporting program
- Main contact for local Omaha Chamber of Commerce and internal Diversity and Inclusion Team regarding workforce planning for diversity hiring and how we will perform outreach into the community to fulfill our company goals

Logistics Manager - Plastics, Omaha, NE

Union Pacific Railroad, Industrial Team

October 2020 – April 2021

- Coordinated logistics for key plastics customers (Exxon, Lyondell and DOW) totalling roughly \$750M in annual revenue
- Managed Storage In Transit (SIT) for plastics network in the Gulf Coast Region
- Strategic focus on SIT capacity allocations across the network to push for 90%+ utilization
- Worked cross functionally with Operations, Network Planning and Commercial Team for logistics solutions for key plastics producers
- Long range SIT forecasting for resource allocation

Manager Sales, Omaha, NE

Union Pacific Railroad, Energy Team

April 2018 – October 2020

- Managed a customer base of \$200M in annual revenue of customers who utilize all origin/destination points on the network
- Coordinated and developed new transportation plans and service offerings for customers
- Negotiated and implemented new customer agreements (new contracts and renewals)
- Created market strategies to enter new markets for Union Pacific, while educating customers and public, regarding potential community impact.
- Managed allocated budgets for corporate travel and customer events to build and maintain customer relationships
- Led customer meetings to discuss strategies, service reviews, and market intelligence to help improve or enhance existing Service; review customer satisfaction

Manager of Customer Care, Omaha, NE

Union Pacific Railroad, Customer Service Center

April 2016– April 2018

- Managed operational issues such as train plans and compliance across the Union Pacific Railroad's approximately 30k miles of track for customers that generated \$600M in annual revenue
- Managed and tracked processes to increase customer satisfaction, i.e pre and post-customer satisfaction survey analysis and tracked feedback on roll out of new tools and processes
- Designed and piloted new UP Customer Service tools for tracking and tracing of shipments across the network
- Implemented operational plans associated with improving Union Pacific's ability to meet company revenue requirements

Manager of Pricing, Omaha, NE

Union Pacific Railroad, Domestic Intermodal

April 2014 – April 2016

- Responsible for \$250M in annual revenue management
- Accountable for strategic planning for growth of Intermodal Autos and Industrial Products

- Developed structured pricing processes for Intermodal Pricing Team
- Tasked with customer retention and satisfaction

Business Representative, Omaha, NE

Union Pacific Railroad, MDSC–Machinery & Minerals

January 2013 – April 2014

- Responsible for account base of \$14M in revenue
- Secured \$8M in business development revenue and \$2.1M annual contribution
- Met or exceeded Customer Satisfaction Metrics
- Responsible for providing Rule 11 rates to machinery and OTE customers on UP network
- Assisted business team with creation of Barite Strategy

Manager of Crew Support, Omaha, NE

Union Pacific Railroad, Crew Management Services

July 2011- January 2013

- Ensured manpower requirements were met for all 600 Yardmasters on the UP network
- Administered FRA compliance for 18,000+ TE&Y employees
- Provided limo and lodging analysis to UP field operations to ensure TE&Y had proper accommodations
- Managed 30 crew dispatchers per shift to ensure train crews were called to protect train moves

Werner Enterprises Inc, Omaha, NE

April 2006 - July 2011

- **Rates Analyst**
 - Developed logistics solutions ranging in value from \$500k - \$10M
 - Analyzed and adjusted customer rates based on equipment type, lane, and commodity
- **Intermodal Operations Specialist**
 - Managed 2 Intermodal Operations Assistants and provided performance reviews
 - Maintained customer relationships with annual revenue from \$150k - \$5M
 - Utilized all Class 1 railroad gate reservation and waybill processes
- **Customer Service Assistant**
 - Negotiated contract terms between 4th party shippers and Werner’s legal department
 - Educated the drayage community of key security requirements such as Customs-Trade Partnership Against Terrorism (C-TPAT) and Partners in Protections (PIP)
- **Dedicated Truck Dispatcher**
 - Managed OTP of 300 loads per night with average load value of \$75k
 - Analyzed customer needs and matched asset availability such as truck or trailer

Education:

Chadron State College, Chadron, NE

January 2012 - October 2013

Master of Business Administration

Concentration: Management (*Summa Cum Laude*)

University of Nebraska at Omaha, Omaha, NE

January 2008 - May 2010

Bachelor of Science in Business Administration

Concentration: Banking and Finance

Leadership &Community Involvement:

2019-2020 – UP/UNO Alumni Mentor

Sanitary Improvement District (SID) 215 Board Member: 2012-2017

Co-Leader of Union Pacific Class taught to University of Nebraska – Omaha business students

Omaha Empowerment Network – Diversity Leadership Cohort 2019-2020

UPLift Co-Hort 2 Participant 2022-2024

2022 Elected to Bellevue, NE Complete Streets Committee

2022- 2024 Bellevue, NE Board of Adjustment Member

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

**10a.
7/5/2023**

COUNCIL MEETING DATE: 05/02/2023		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Application for new Manager for VFW 10727 at 9501 South 25th Street, Bellevue, NE 68147.

SYNOPSIS/BACKGROUND:

Manager application received for Ronald S. Sibal for VFW 10727 at 9501 South 25th Street, Bellevue, NE 68147. Application was turned directly into the Nebraska Liquor Control Commission (NLCC) by the applicant. NLCC forwards the application to the City Clerk's Office. The City Clerk sends the application to Bellevue Police Department for review. The City Clerk then submits the application to the City Council for their review and recommendation to the NLCC. The recommendation is then forwarded to the NLCC for approval or denial.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="NO"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text" value="NO"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Ronald S. Sibal as the new Manager for VFW 10727 at 9501 South 25th Street Bellevue, NE 68147.

ATTACHMENTS:

1. <input type="text" value="Application"/>	2. <input type="text" value="Police Report"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

[Handwritten signatures in blue ink over horizontal lines]

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: July 5, 2023 Due to City Clerk: June 22, 2023

Applicant: VFW 10727

Location/Address: 9501 South 25th Street, Bellevue, NE 68147

Requested Action:

Recommendation to approve application for Ronald S. Sibal as Manager of the VFW 10727 at 9501 South 25th Street, Bellevue, NE 68147.

Individuals to be Checked:

	<u>Name & Address</u>	<u>DOB</u>
1.	<u>Ronald S. Sibal 3303 Comstock Avenue Bellevue, NE 68123</u>	<u>09/20/1970</u>
2.	<u></u>	<u></u>

Comments:

No comments or concerns from Police.

Signature of Reviewer: Capt K. Grodzki #171

Date: 6-21-23

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

JUN 14 2023

**NEBRASKA LIQUOR
CONTROL COMMISSION**

MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. See Form 147 for further information, this form **MUST** be included with your application.**
- ✓ **21 years of age or older**

Corporation/LLC information

Name of Corporation/LLC: VFW 10727

Premise information

Liquor License Number: 027756 Class Type 1 (if new application leave blank)

Premise Trade Name/DBA: VFW 10727

Premise Street Address: 9501 S 25TH St

City: Bellevue County: Sarpy Zip Code: 68147

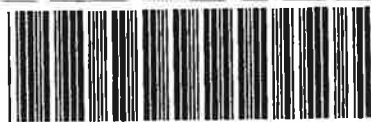
Premise Phone Number: 402 291 3437

Email address: Ronsibal1@yahoo.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.
http://www.lcc.ne.gov/license_search/licsearch.cgi

Joseph Y. Hull

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)



2300005313

0400
0019

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

Manager must:

- Complete all sections of the application. Be sure it is signed by a corporate officer, corporate officer must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See Form 147 for further information, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card with application

Spouse who **will not** participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See Form 147 for further information, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Sibal First Name: Ronald MI: S
 Home Address (include PO Box if applicable): 3303 Comstock Ave
 City: Bellevue County: Sarpy Zip Code: 68123
 Home Phone Number: 402 699 0279 Business Phone Number: 402 294 5017
 Social Security Number: [REDACTED] Drivers License Number & State: [REDACTED]
 Date Of Birth: [REDACTED] Place Of Birth: Hot Springs, SD
 Email address: Ronsibal1@yahoo.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____
 Social Security Number: _____ Drivers License Number & State: _____
 Date Of Birth: _____ Place Of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Bellevue, NE	1998	Current			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2013	Present	Dept Of Defense	Philip Mancilla	402 232 3980
2009	2013	Dept of Defense	Ken Flint	Unknown

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Ronald Sibal	07/2005	Bellevue, NE	DWI	Complete
Ronald Sibal	01/1999	Bellevue, NE	DWI	Complete
Ronald Sibal	Various	Various	Speeding	Paid Fine

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: Server Training Name on Certificate: Ronald Sibal

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Ronald Sibal	05/2023	Nebraska Alcohol Server/Seller Certificat

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Ronald Sibal/Quartermaster	2009/Current	VFW 10727, Bellevue, NE 68147

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.



Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of _____

The foregoing instrument was acknowledged before me this

_____ date

by _____

name of person acknowledged

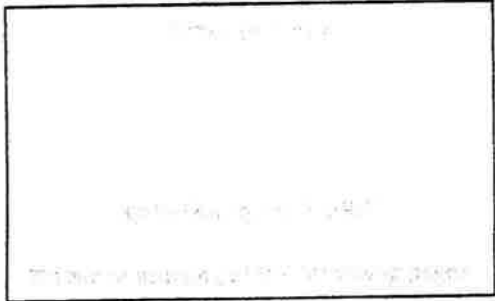
Notary Public signature

Affix Seal

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name VFW 10727

Name of Person Being Fingerprinted: Ronald S Sibal

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 6/4/23

Location where fingerprints were taken: NE STATE PATROL/OMAHA, NE

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

[Signature]
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: June 20, 2023		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Approval of a request to rezone Lots 1 and 2, Childs Estate Acres Replat 7, being a replat of Lot 8, Replat Childs Estate Acres, and Lot 23, Childs Estate Acres, from RG-50 and RS-84 to RG-50 and RS-84, for the purpose of a lot line adjustment; and small subdivision plat Lots 1 and 2, Childs Estate Acres Replat.

SYNOPSIS/BACKGROUND:

Eric Cano is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2 Childs Estate Acres Replat 7, for the purpose of a lot line adjustment. A fence on proposed Lot 1 is approximately 5 feet over the property line of proposed Lot 2. The lot line adjustment places the fence entirely onto Lot 1. The net change in lot area after the replat would be 30 square feet and the maximum displacement of the lot line is 5 feet. The minimum lot size in the RG-50 Zoning District is 5,000 square feet and 8,400 square feet in RS-84. Both lots meet the minimum requirements for their perspective zoning districts.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. PC Recommendation | 2. Staff Report | 3. Ord. No. 4124 |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Bonifacio Ascencio and Eric Cano

CASE #'s: Z-2304-09, S-2304-05

CITY COUNCIL HEARING DATE: June 20, 2023

REQUEST: to rezone Lots 1 and 2, Childs Estate Acres Replat 7, being a replat of Lot 8, Replat Childs Estate Acres and Lot 23, Childs Estate Acres, located in the Northeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RG-50 and RS-84 to RG-50 and RS-84, for the purpose of a lot line adjustment; and small subdivision plat Lots 1 and 2, Childs Estate Acres Replat 7.

On May 25, 2023, the City of Bellevue Planning Commission voted five yes, zero no, four absent and zero abstained:

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

VOTE:

Yes:	Five:	No:	Zero:	Abstain:	Zero:	Absent:	Four:
	Hankins						Ritz
	Aerni						Sims
	Cutsforth						Bennett
	Ackley						Perrin
	Jacobson						

Planning Commission Hearing (s) was held on: May 25, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2304-09
S-2304-05

FOR HEARING OF:
REPORT #1: May 25, 2023
REPORT #2: June 20, 2023

I. GENERAL INFORMATION

A. APPLICANTS:

Bonifacio Ascencio
Eric Cano
8601 West Dodge Road Ste 120
Omaha, NE 68114

B. PROPERTY OWNERS:

Allen and Susan Vopalka
1001 Virginia Street
Bellevue, NE 68147

Jacob and Lauren Rascon
1003 Virginia Street
Bellevue, NE 68147

C. GENERAL LOCATION:

1001 and 1003 Virginia Street

D. LEGAL DESCRIPTION:

Lots 1 and 2, Childs Estate Acres Replat 7, being a replat of Lot 8, Replat Childs Estate Acres, and Lot 23, Childs Estate Acres, located in the Northeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTION:

1. Rezone Lots 1 and 2, Childs Estate Acres Replat 7, from RG-50 and RS-84 to RG-50 and RS-84, for the purpose of a lot line adjustment.
2. Small Subdivision Plat Lots 1 and 2, Childs Estate Acres Replat 7, and Lot 23, Childs Estate Acres.

F. EXISTING ZONING AND LAND USE:

RG-50 and RS-84, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning and small subdivision plat for the purpose of a lot line adjustment

H. SIZE OF SITE:

Lot 8, Replat Childs Estate Acres, is .28 acres and Lot 23, Childs Estate Acres, is 1.46 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Lot 8 is presently developed with a single family residential building and an accessory structure; Lot 23 is developed with a single family residential building, a detached garage, and three accessory structures.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential, RS-84 (across Virginia Street)
2. **East:** Single Family Residential, RS-84
3. **South:** Single Family Residential, RS-84
4. **West:** Single Family Residential, RG-50

C. REVELANT CASE HISTORY:

On May 25, 2023, the Planning Commission recommended APPROVAL of a request to rezone Lots 1 and 2, Childs Estate Acres Replat 7, being a replat of Lot 8, Replat Childs Restate Acres and Lot 23, Childs Estate Acres, located in the Northeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy Count, Nebraska, from RG-50 and RS-84 to RG-50 and RS-84, for the purpose of a lot line adjustment; and small subdivision plat Lots 1 and 2, Childs Estate Acres Replat 7.

D. APPLICABLE REGULATIONS:

1. Section 5.09, Zoning Ordinance, regarding RS-84 uses and requirements.
2. Section 5.12, Zoning Ordinance, regarding RG-50 uses and requirements.
3. Chapter 5, Subdivision Regulations, regarding small subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as medium density residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. The properties presently have access from private driveways off of Virginia Street.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. Eric Cano is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2 Childs Estate Acres Replat 7, for the purpose of a lot line adjustment.
2. A fence on proposed Lot 1 is approximately 5 feet over the property line of proposed Lot 2. The requested lot line adjustment places the fence entirely onto Lot 1. The net change in lot area after the replat would be 30 square feet and the maximum displacement of the lot line is 5 feet.

The minimum lot size in the RG-50 Zoning District is 5,000 square feet and 8,400 square feet in RS-84. Both lots meet the minimum requirements for their perspective zoning districts.

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

Matt Knight, Public Works Engineer, had minor technical comments regarding the small subdivision plat. The surveyor has made the requested revisions.

4. The Future Land Use Map of the Comprehensive Plan shows this area as medium density residential. The applicant's requests are in conformity with the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Small Subdivision Plat received May 19, 2023
4. As Built Plot Plan received April 10, 2023
5. Letter from the applicant received April 10, 2023

VII. COPIES OF REPORT TO:

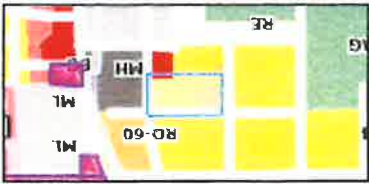
1. Applicant and Property Owners (Eric Cano/Jacob Rascon/Allen Vopalka)
2. Boundaryline Surveys (Sam Decker)
3. Public Upon Request


Assistant Planning Manager

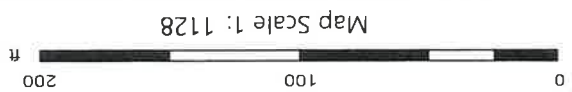

Planning Manager Date of Report



Notes



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



Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



SARPY COUNTY
NEBRASKA



0 100 200
ft
Map Scale 1: 1128

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

Childs Estate Acres Replat 7

Lots 1 & 2

Being a replat of Lot 8, Replat Childs Estate Acres, and Lot 23, Childs Estate Acres as surveyed, platted and recorded in the Northeast Quarter of Section 22, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska

RECEIVED

MAY 19 2023

PLANNING DEPT.

SURVEYOR'S CERTIFICATION
 I, Samuel David Decker, Nebraska Registered Land Surveyor No. 833, duly registered under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat and to the best of my knowledge and belief is true, correct and in accordance with the Land Surveyor's Regulation Act in effect at the time of this survey. (That said plat is a true delineation of said survey performed personally or under my direct supervision, and that said survey was made with reference to known and recorded monuments marked as shown of the subdivision to be known as "Childs Estate Acres Replat 7", being a replat of Lot 8, Replat Childs Estate Acres, and Lot 23, Childs Estate Acres, Bellevue, more particularly described as follows

BEGINNING at the northwest corner of said Lot 8, thence along the north line of said Lot 8, N 87°50'00" E, 51.77 feet to the northwest corner of said Lot 8, thence along the north line of said Lot 23, N 88°07'36" E, 208.28 feet to the northeast corner of said Lot 23, thence along the east line of said Lot 23, S 02°09'36" E, 304.85 feet to the southeast corner of said Lot 23, thence along the south line of said Lot 23, S 87°54'47" W, 208.68 feet to the southwest corner of said Lot 23, thence along the west line of said Lot 23, N 01°56'45" W, 66.06 feet to the south line of said Lot 8, 51.84 feet to the southeast corner of said Lot 8, thence along the south line of said Lot 8 to the southwest corner of said Lot 8, thence along the west line of said Lot 8, N 02°06'04" W, 239.49 feet to the point of beginning.

Said Tract Contains 76,022 square feet, or 1.75 acres, more or less.
 Samuel D. Decker LS833 _____ Date _____

DEDICATION
 KNOW ALL PERSONS BY THESE PRESENTS that we, Lauren Rascon, Jacob Rascon, and Allen Jerry Vopalka, being the owners of the property described within the Surveyor's Certificate and embraced within this plat, have caused said land to be Replatted as shown, said addition to be hereafter known as "CHILD'S ESTATE ACRES REPLAT 7" and we do hereby ratify and approve of the disposition of our property as shown on this plat and further grant perpetual easements to Omaha Public Power District (OPPD), Cox Communications, and CenturyLink across a five (5) foot wide strip of land abutting all front and side boundary lot lines, an eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots, and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. The sixteen (16) foot wide easement may be reduced to eight (8) feet wide when the adjacent land is surveyed, platted and recorded. The subdivider shall grant perpetual easements to Metropolitan Utilities District and/or Black Hills Energy, their successors and assigns to erect, install, operate, maintain, repair, and renew pipelines, hydrants, and other related facilities and to extend thereon pipes for the transmission of gas and water on, through, under, and across a five (5) foot wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid or rights herein granted.

In witness whereof, I do set my name this _____ day of _____, 2023.
 Lauren Rascon _____
 In witness whereof, I do set my name this _____ day of _____, 2023.
 Jacob Rascon _____
 In witness whereof, I do set my name this _____ day of _____, 2023.
 Allen Jerry Vopalka _____

ACKNOWLEDGEMENT OF NOTARY
 State of Nebraska)
 County of Sarpy)
 On this _____ day of _____, 2023, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared Lauren Rascon, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and they did acknowledge the signing of the same to be their voluntary act and deed.

ACKNOWLEDGEMENT OF NOTARY
 State of Nebraska)
 County of Sarpy)
 On this _____ day of _____, 2023, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared Jacob Rascon, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and they did acknowledge the signing of the same to be their voluntary act and deed.

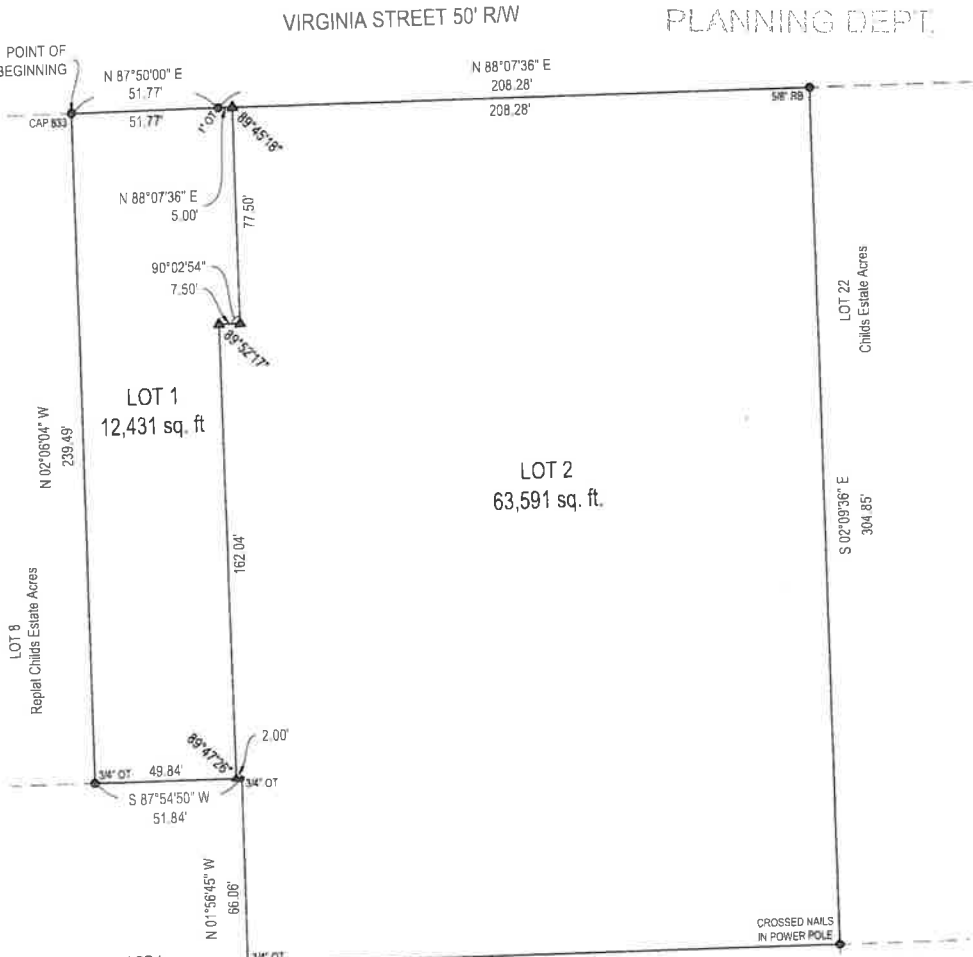
ACKNOWLEDGEMENT OF NOTARY
 State of Nebraska)
 County of Sarpy)
 On this _____ day of _____, 2023, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared Allen Jerry Vopalka, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and they did acknowledge the signing of the same to be their voluntary act and deed.

SARPY COUNTY TREASURER'S CERTIFICATION
 This is to certify that I find no regular or special taxes due or delinquent against the property as described in the Surveyor's Certificate and embraced within this plat as shown on the records of this office _____ day of _____, 2023.
 Sarpy County Treasurer _____

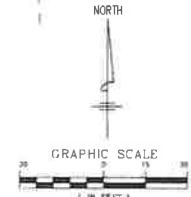
APPROVAL OF THE CITY OF BELLEVUE PLANNING COMMISSION
 This plat of CHILD'S ESTATE ACRES REPLAT 7, LOTS 1 AND 2, was approved by the Bellevue City Planning Commission _____ Date _____

REVIEWED BY SARPY COUNTY PUBLIC WORKS
 This Plat of CHILD'S ESTATE ACRES REPLAT 7, LOTS 1 AND 2, was reviewed by the Sarpy County Surveyors Office this _____ day of _____, 2023.
 Sarpy County Surveyor (Engineer) _____

BELLEVUE CITY COUNCIL APPROVAL
 This Plat of CHILD'S ESTATE ACRES REPLAT 7, LOTS 1 AND 2, was approved by the City Council of Bellevue on this _____ day of _____, 2023. Approval of this final plat shall become null and void ninety (90) days from the date of City Council approval if this final plat is not filed with the register of deeds as provided in section 4-12 of the City of Bellevue Subdivision Regulations.
 Mayor _____
 Attest _____



NOTES:
 1) Bearings are assumed
 2) Current zoning of Lot 8 is RG-50 Lot 23 is RS-64
 3) This property is subject to easements and rights-of-way of record



BOUNDARYLINE SURVEYS
 OEHME - NIELSEN & ASSOCIATES, INC.
 10017 Prairie Circle • Omaha, NE 68119 (402) 441-2333 • Fax: 402-441-6444

Small Subdivision
 Lauren Rascon, Jacob Rascon, & Allen Jerry Vopalka
 1001 & 1003 Virginia Street
 Bellevue, Nebraska

Project	Field Book	Sheet
ONI1537	367	1 of 3
Date	Page	Drawn
JAN 20, 2023	47	JN

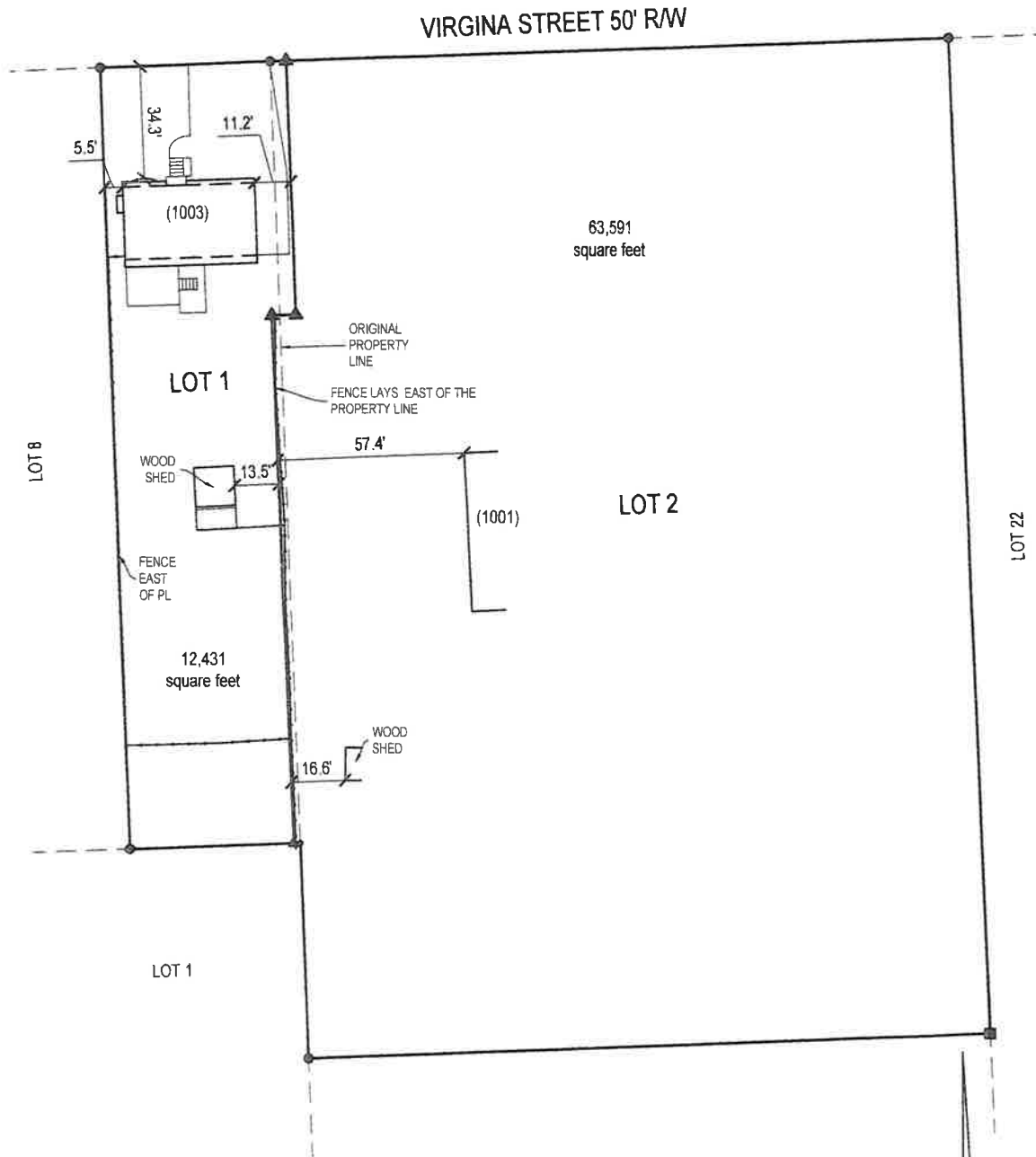
Subdivisional corner	OT Open top pipe	(P) Record bearing/distance
Property corner found	PT Pinch top pipe	(A) Measured bearing/distance
Property corner set	RB Rebar	(C) Calculated bearing/distance
Computed location	SI Solid iron pin	(S) Previous survey bearing/distance
Drill hole	PK Concrete nail	Set Pins 1/2"x24" rebar with pink cap stamped "LS-833"

AS-BUILT SURVEY

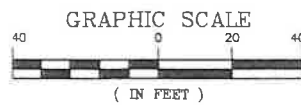


BOUNDARYLINE SURVEYS

10617 Burt Circle
Omaha, Nebraska 68114
402-334-2032



RECEIVED
APR 10 2023
PLANNING DEPT.



We are requesting a change to the zoning map to account for a proposed replat for a lot line adjustment. The use of neither lot will change the net change in lot area after the replat would be 30 square feet. The maximum displacement of the property line is 5 feet. The lot line adjustment is being made to place a meandering fence entirely on the east lot.

RECEIVED
APR 10 2023
PLANNING DEPT.

ORDINANCE NO. 4124

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4104 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 1001/1003 VIRGINIA STREET, 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. 3619 is hereby amended to change the zone classification of the following described parcel of land:

Lot 1, Child Estate Acres Replat 7, located in the Northeast 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RG-50 (General Residential – 5,000 Square Foot Zone) and RS-84 (Single-Family Residential – 8,400 Square Foot Zone) to RG-50 (General Residential- 5,000 Square Foot Zone).

Lot 2, Child Estate Acres Replat 7, located in the Northeast 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RG-50 (General Residential – 5,000 Square Foot Zone) and RS-84 (Single-Family Residential – 8,400 Square Foot Zone) to RS-84 (Single-Family Residential – 8,400 Square Foot Zone).

(Bonifacio Ascencio and Eric Cano)

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 _____, 2023.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

Childs Estate Acres Replat 7

Lots 1 & 2

Being a replat of Lot 8, Replat Childs Estate Acres, and Lot 23, Childs Estate Acres as surveyed, plotted and recorded in the Northeast Quarter of Section 22, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska

RECEIVED

MAY 19 2023

PLANNING DEPT.

SURVEYOR'S CERTIFICATION

I, Samuel David Decker, Nebraska Registered Land Surveyor No. 633, duly registered under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat and to the best of my knowledge and belief is true, correct and in accordance with the Land Surveyor's Regulation Act in effect at the time of this survey; that said plat is a true delineation of said survey performed personally or under my direct supervision; and that said survey was made with reference to known and recorded monuments marked as shown on the subdivision to be known as "Childs Estate Acres Replat 7", being a replat of Lot 8, Replat Childs Estate Acres, and Lot 23, Childs Estate Acres, Bellevue, more particularly described as follows:

BEGINNING at the northwest corner of said Lot 8, thence along the north line of said Lot 8, N 67°50'00" E, 51.77 feet to the northwest corner of said Lot 8, thence along the north line of said Lot 23, N 88°07'36" E, 208.28 feet to the northeast corner of said Lot 23, thence along the east line of said Lot 23, S 02°09'36" E, 304.85 feet to the southeast corner of said Lot 23, thence along the south line of said Lot 23, S 87°54'47" W, 208.69 feet to the southwest corner of said Lot 23, thence along the west line of said Lot 23, N 01°56'45" W, 66.06 feet, thence S 87°54'50" W, 51.84 feet to the southeast corner of said Lot 8 and continuing along the south line of said Lot 8 to the southwest corner of said Lot 8, thence along the west line of said Lot 8, N 02°06'04" W, 239.49 feet to the point of beginning.

Said Tract Contains 76,022 square feet, or 1.75 acres, more or less.

Samuel D. Decker LS833 Date

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS that we, Lauren Rascon, Jacob Rascon, and Allen Jerry Vopalka, being the owners of the property described within the Surveyor's Certificate and embraced within this plat, have caused said land to be Replatted as shown, said addition to be hereafter known as "CHILDS ESTATE ACRES REPLAT 7" and we do hereby ratify and approve of the disposition of our property as shown on this plat and further grant perpetual easements to Omaha Public Power District (OPPD), Cox Communications, and CenturyLink across a five (5) foot wide strip of land abutting all front and side boundary lot lines, an eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots, and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. The sixteen (16) foot wide easement may be reduced to eight (8) feet wide when the adjacent land is surveyed, platted and recorded. The subdivider shall grant perpetual easements to Metropolitan Utilities District and/or Black Hills Energy, their successors and assigns to erect, install, operate, maintain, repair, and renew pipelines, hydrants, and other related facilities and to extend thereon pipes for the transmission of gas and water on, through, under, and across a five (5) foot wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid or rights herein granted.

In witness whereof, I do set my name this _____ day of _____, 2023

Lauren Rascon

In witness whereof, I do set my name this _____ day of _____, 2023

Jacob Rascon

In witness whereof, I do set my name this _____ day of _____, 2023

Allen Jerry Vopalka

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
) SS
County of Sarpy)
On this _____ day of _____, 2023, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared Lauren Rascon, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and they did acknowledge the signing of the same to be their voluntary act and deed.

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
) SS
County of Sarpy)
On this _____ day of _____, 2023, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared Jacob Rascon, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and they did acknowledge the signing of the same to be their voluntary act and deed.

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
) SS
County of Sarpy)
On this _____ day of _____, 2023, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared Allen Jerry Vopalka, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and they did acknowledge the signing of the same to be their voluntary act and deed.

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
) SS
County of Sarpy)
On this _____ day of _____, 2023, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared Lauren Rascon, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and they did acknowledge the signing of the same to be their voluntary act and deed.

SARPY COUNTY TREASURER'S CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the Surveyor's Certificate and embraced within this plat as shown on the records of this office _____ day of _____, 2023

Sarpy County Treasurer:

APPROVAL OF THE CITY OF BELLEVUE PLANNING COMMISSION

This plat of CHILDS ESTATE ACRES REPLAT 7, LOTS 1 AND 2, was approved by the Bellevue City Planning Commission _____ day of _____, 2023

Chairman of City Planning Commission Date

REVIEWED BY SARPY COUNTY PUBLIC WORKS

This Plat of CHILDS ESTATE ACRES REPLAT 7, LOTS 1 AND 2, was reviewed by the Sarpy County Surveyors Office this _____ day of _____, 2023

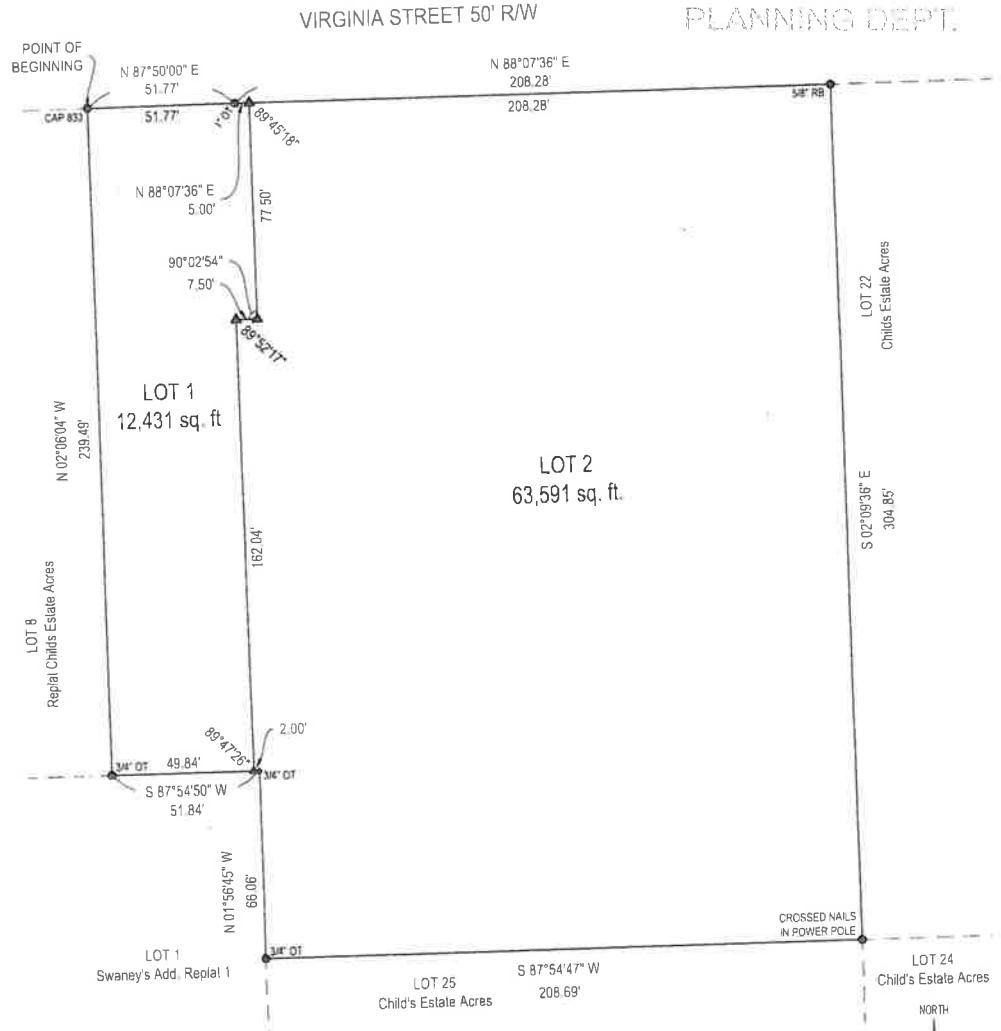
Sarpy County Surveyor/Engineer

BELLEVUE CITY COUNCIL APPROVAL

This Plat of CHILDS ESTATE ACRES REPLAT 7, LOTS 1 AND 2, was approved by the City Council of Bellevue on this _____ day of _____, 2023. Approval of this final plat shall become null and void ninety (90) days from the date of City Council approval if this final plat is not filed with the register of deeds as provided in section 4-12 of the City of Bellevue Subdivision Regulations.

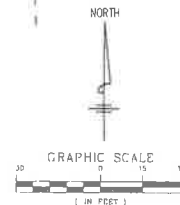
Mayor:

Attest:



NOTES:

- 1) Bearings are assumed
- 2) Current zoning of Lot 8 is RG-50, Lot 23 is RS-84
- 3) This property is subject to easements and rights-of-way of record



BOUNDARYLINE SURVEYS
OSBIE - NIELSEN & ASSOCIATES, INC.
10017 and 10018 - Omaha, NE 68114 402.491.0011 - fax 402.491.0010

Small Subdivision
Lauren Rascon, Jacob Rascon, & Allen Jerry Vopalka
1001 & 1003 Virginia Street
Bellevue, Nebraska

Printed	Field Book	Sheet
ON11537	367	1 of 1
171c	1 page	1/23/24
JAN 20, 2023	47	JN

Subdivision corner	DT Open top pipe
Property corner found	PT Pinch top pipe
Property corner set	RB Rebar
Computed location	SI Solid iron pin
Drill hole	Pk Concrete nail

(P) Record bearing/distance
(A) Measured bearing/distance
(C) Calculated bearing/distance
(S) Previous survey bearing/distance
Set Pine 1/2"x24" rebar with pink cap stamped: 7LS-833

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 06/20/2023		SUBMITTED BY: Ashley Decker, HR Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Compensation Ordinance Wage Update

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect a change in pay range for employees of the City that are unclassified employees. The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute. The proposed change is due to the annual upgrade process being completed and changes necessitated by the study. Additionally, in anticipation of the MOU approval for the Bellevue Police Officer Association, Bellevue Professional Command Staff Association, and the International Association of Firefighters Local 4906 wage changes, rates for the respective unclassified Command staff were adjusted equally to ensure parity among the ranks.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Compensation Ordinance 4125

ATTACHMENTS:

1. Ordinance No. 4125 (redlined)	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____
 FINANCE APPROVAL AS TO FORM: _____
 ADMINISTRATOR APPROVAL AS TO FORM: _____

Aimee Babilian
[Signature]
[Signature]

ORDINANCE NO. ~~41174~~ 41254117

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 41174; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Mayor and Council do hereby find and adopt as classification of employees of the City of Bellevue and the ranges of compensation to be paid for such classification as follows:

A. Civilian Employees Association of Bellevue (Civilian Non-Management)

<u>Job Classification</u>	<u>Range</u>
As established in Contract	By Contract

B. Bellevue Professional Management Association (Management and Professional)

<u>Grade</u>	<u>Range</u>
As established in Contract	By Contract

Section 2.	<u>Appointed Officials</u>	<u>Range (monthly)</u>
	City Administrator	By Contract
	City Clerk	\$5,665 - \$8,164 <u>5,778 - \$8,327*</u>
	Treasurer	\$305 - \$385

Section 2a.	<u>Unclassified</u>	<u>Range (monthly)</u>
	Ambulance Billing Account Manager	\$4,980 - \$6,684 <u>5,079 - \$6,817*</u>
	Assistant City Attorney	\$6,848 - \$10,119 <u>6,985 - \$10,322*</u>
	City Attorney	\$8,750 - \$11,364 <u>9,233 - \$12,107</u>
	Community Development Director	By Contract
	Community Relations Media Coordinator	\$5,866 - \$7,925 <u>5,983 - \$8,083*</u>
	Acctg, Reporting & Compliance Manager	\$6,458 - \$9,032 <u>6,588 - \$9,213*</u>
	Deputy Director Parks & Rec	\$5,935 - \$8,642 <u>6,054 - \$8,815*</u>
	Finance Director	\$7,942 - \$11,248 <u>8,101 - \$11,473*</u>
	Fire Chief	\$8,304 - \$11,534 <u>8,979 - \$12,470</u>
	Human Resources Generalist	\$4,241 - \$6,488 <u>4,326 - \$6,618*</u>
	Human Resources Director	\$7,108 - \$10,662 <u>7,251 - \$10,875*</u>
	Manager of Engineering Services	\$7,353 - \$10,057 <u>7,500 - \$10,258*</u>
	Library Director	\$7,190 - \$9,887 <u>7,334 - \$10,085*</u>
	Planning Manager	\$6,315 - \$8,693 <u>6,441 - \$8,867*</u>
	Police Chief	\$8,708 - \$12,012 <u>9,415 - \$12,987</u>
	Public Works Director	\$8,538 - \$11,813 <u>8,709 - \$12,049*</u>
	Public Works Engineer II	\$6,238 - \$8,791 <u>6,363 - \$8,967*</u>
	Risk Manager	\$5,562 - \$7,498 <u>5,674 - \$7,648*</u>

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$22.09 - \$30.38 <u>22.53 - \$30.99*</u>
	Executive Secretary	\$26.57 - \$36.69 <u>26.57 - \$36.69*</u>
	Emergency Medical Services Supervisor	\$45.75 - \$60.20 <u>40.16 - \$51.56</u>
	Human Resources Assistant	\$22.60 - \$30.61 <u>23.05 - \$31.22*</u>
	Sr. HRIS/Payroll Specialist	\$23.90 - \$32.97 <u>24.38 - \$33.63*</u>
	<u>Office of Professional Standards Coord.</u>	<u>\$27.25 - \$34.76</u>

Section 2c. If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Beginning October 1, 2022, in order to maintain competitive market pay, the

wage ranges listed for City Clerk, Section 2a, Section 2b and Section 5 will be increased by 2% annually for the beginning and ending wage on October 1 of each year.

Section 3. Bellevue Police Officers Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Officer	By Contract
Sergeant	By Contract

Section 4. Bellevue Police Command Staff Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$8,041 - \$10,482 8,694 - \$11,333

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)

<u>Job Classification</u>	<u>Range</u>
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract

Section 6. Seasonal:

<u>Position</u>	<u>Hourly Range</u>
Swimming Supervisor	\$12.00 - \$16.75
Youth Baseball Supervisor	\$12.00 - \$16.75
Recreation Activities Supervisor	\$12.00 - \$16.75
Track Supervisor	\$12.00 - \$16.75
Tennis Supervisor	\$12.00 - \$16.75
Swimming Pool Managers	\$16.12 - \$20.68
Head Lifeguards	\$14.03 - \$18.30
Lifeguards	\$12.58 - \$15.65
Concession Workers	\$10.50 - \$11.00
Youth Baseball/Softball Umpires	\$10.50 - \$13.00
Track Club Coaches	\$10.50 - \$13.00
Parks Workers	\$13.33 - \$18.00

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
\$18.04	\$18.67	\$19.32	\$20.00	\$20.70	\$21.42

<u>Unclassified Part-Time Positions</u>	<u>Range (hourly)</u>
Part-Time Administrative Intern Position:	\$10.50 to \$12.00

Section 8. That Ordinance 411~~7~~⁴ is hereby repealed.

Section 9. That payments based upon the above schedules for employees made prior to

the effective date of this Ordinance are hereby ratified.

- Section 10. That this Ordinance shall be published in pamphlet form.
- Section 11. That upon the effective date of this ordinance, all legislative format shall be removed and the Ordinance placed in proper format with the approved amendments.
- Section 12. That the ordinance shall be in full force and effect and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS _____ day of _____, 2023.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

- Wages with the * indication are changed only due to the cost-of-living provision that was previously approved originally in ordinance 4038 (June 15, 2021) and was applied October 1, 2022.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
7/5/2023

COUNCIL MEETING DATE: July 5, 2023		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Approval of a request to rezone Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat, from BG to BG and RS-72, for the purpose of commercial and a single family residential development; and small subdivision plat Lots 1 and 2, Vacanti Replat. Applicant: Puglisi House, LLC (Pat and Janelle Vacanti), General Location: South 31st Street and Golden Boulevard.

SYNOPSIS/BACKGROUND:

Pat and Janelle Vacanti, on behalf of Puglisi House, LLC, are requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Vacanti Replat, for the purpose of a single family residence and commercial development. Proposed Lot 1 will remain BG to allow for future commercial use. The applicants have indicated they desire to do a commercial development similar in layout to the dentist's office to the north. Proposed Lot 2 would be rezoned to RS-72. The applicant desires to build a single family residential home similar to the existing homes in the adjacent neighborhood. Both proposed lots meet the minimum requirements for the requested zonings.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1	<input type="text" value="PC Recommendation"/>	2	<input type="text" value="Staff Report"/>	3	<input type="text" value="Ord. No. 4126"/>
4	<input type="text"/>	5	<input type="text"/>	6	<input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Shirley B. [Signature]
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Puglisi House, LLC
CASE #'s Z-2305-12, S-2305-09
CITY COUNCIL HEARING DATE: July 18, 2023

REQUEST: to rezone Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat, from BG to BG and RS-72 for the purpose of single family residential and commercial development; and small subdivision plat Lots 1 and 2, Vacanti Replat.

On June 22, 2023, the City of Bellevue Planning Commission voted six yes, zero no, two absent and zero abstained:

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

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Hankins						Aerni
	Ritz						Jacobson
	Sims						
	Ackley						
	Bennett						
	Perrin						

Planning Commission Hearing (s) was held on: June 22, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2305-12
S-2305-09

FOR HEARING OF:
REPORT #1: June 22, 2023
REPORT #2: July 18, 2023

I. GENERAL INFORMATION

A. APPLICANT:

Puglisi House, LLC
3318 S. 106th Street
Omaha, NE 68124

B. PROPERTY OWNER:

Puglisi House, LLC
3318 S. 106th Street
Omaha, NE 68124

C. GENERAL LOCATION:

South 31st Street and Golden Boulevard

D. LEGAL DESCRIPTION:

Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat, located in the Southwest ¼ of Section 33, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 2, Vacanti Replat, from BG to BG and RS-72.
2. Small subdivision plat Lots 1 and 2, Vacanti Replat.

F. EXISTING ZONING AND LAND USE:

BG/Vacant

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately 0.79 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is currently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- C. North:** Commercial/BG
- D. East:** Commercial/BG
- E. South:** Single-Family/RS-72
- F. West:** Multi-Family Residential/ RG-20-PS

G. RELEVANT CASE HISTORY:

On June 22, 2023, the Planning Commission recommended APPROVAL of a request to rezone Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat, located in the Southwest ¼ of Section 33, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BG to BG and RS-72 for the purpose of commercial and single-family residential developments; and small subdivision plat Lots 1 and 2, Vacanti Replat.

H. APPLICABLE REGULATIONS:

1. Section 5.10, Zoning Ordinance, regarding RS-72 uses and requirements.
2. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. Proposed Lot 1 will have access from South 31st Street while proposed Lot 2 will have access along Golden Boulevard.

D. UTILITIES:

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

E. ANALYSIS:

1. Pat and Janelle Vacanti, on behalf of Puglisi House, LLC., have submitted a request to rezone Lots 1 and 2, Vacanti Replat, from BG to BG and RS-72 for the purpose of a single-family residential and commercial development.
2. In conjunction with the change of zone, the applicant is requesting a small subdivision plat for Lots 1 and 2, Vacanti Replat.
3. Proposed Lot 1 will remain zoned BG to allow for future commercial use. The applicant has indicated future commercial development on this lot would be similar in size and layout to the existing dental office to the north. Proposed Lot 2 would be rezoned to RS-72. The applicant desires to build a single-family residential home (1,200-1,300 square foot in size) similar to the existing homes in the adjacent neighborhood.

The intent of the BG district is to provide for a wide range of retail and service establishments.

4. Both proposed lots meet the minimum requirements for the requested zonings.
5. The requested RS-72 zoning is consistent with the zoning designation of the adjacent residential neighborhood.
6. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, and the Papillion La Vista School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Bellevue Public Works Engineer Matt Knight requested technical revisions to the plat. The applicant's engineer has satisfied this request.

Sarpy County Public Works Engineer Michael Sharp requested technical revisions to the plat. These revisions have since been made.

No other comments were received on this case.

7. The Future Land Use Map of the Comprehensive Plan shows this area as commercial.

8. The residential development will have access to Golden Boulevard via a private drive. The proposed commercial lot will have access to South 31st Street.

9. The Future Land Use Map of the Comprehensive Plan shows this area as commercial. If single-family residential zoning is approved for Lot 2, the Future Land Use Map can be amended with the 2023 Comprehensive Plan update.

10. Staff believes this proposed RS-72 single-family residential zoning fits with the adjacent neighborhood, while the remaining BG zoning will preserve commercial opportunity in the area.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

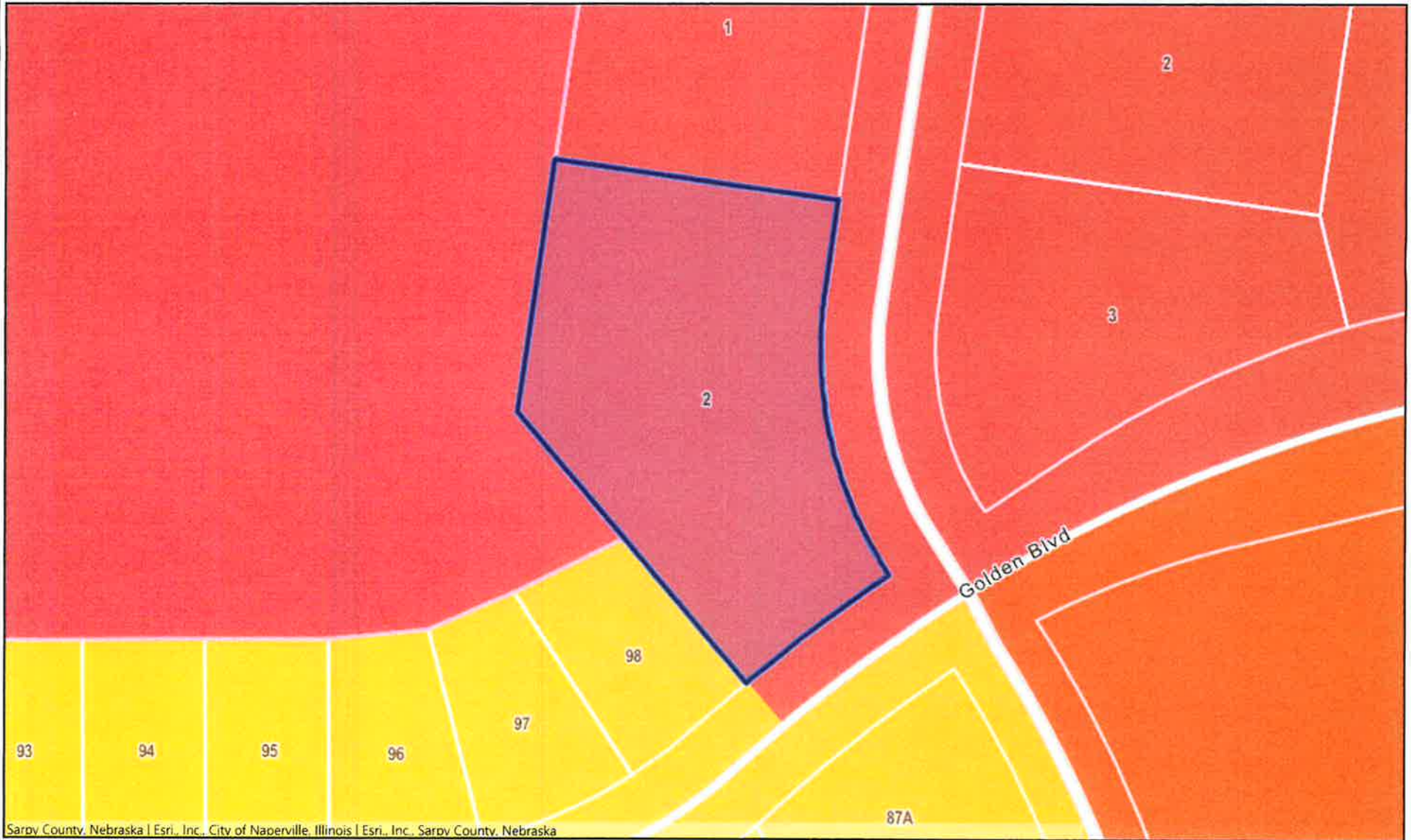
1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Justification letter received May 12, 2023
4. Small Subdivision Plat received June 1, 2023

VII. COPIES OF REPORT TO:

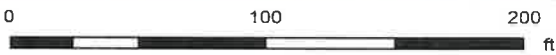
1. Puglisi House, LLC
2. Pat Vacanti
3. Janelle Vacanti
4. Hill-Farrell Associates, Attn: Doug Hill
5. Public Upon Request


Assistant Planning Manager


Planning Manager Date of Report



Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 1128

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





Map Scale 1: 1128

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



May 12, 2023

Dear Bellevue Planning Dept. -

Janelle Vacanti, sole owner
of Puglisi House, LLC. is requesting
rezoning of pending small subdivision
lot 2 Vacanti Replat because she
intends to develop for single family residences
(R572)

Respectfully

Pat Vacanti
Treasurer Puglisi House, LLC.

RECEIVED
MAY 12 2023
PLANNING DEPT.

VACANTI REPLAT

LOTS 1 and 2

BEING A REPLAT OF LOT 2, OTTO'S REPLAT,
LOCATED IN THE SW 1/4 OF SEC. 33, T14N, R13 E OF THE
6th P.M., SARPY COUNTY, NEBRASKA.



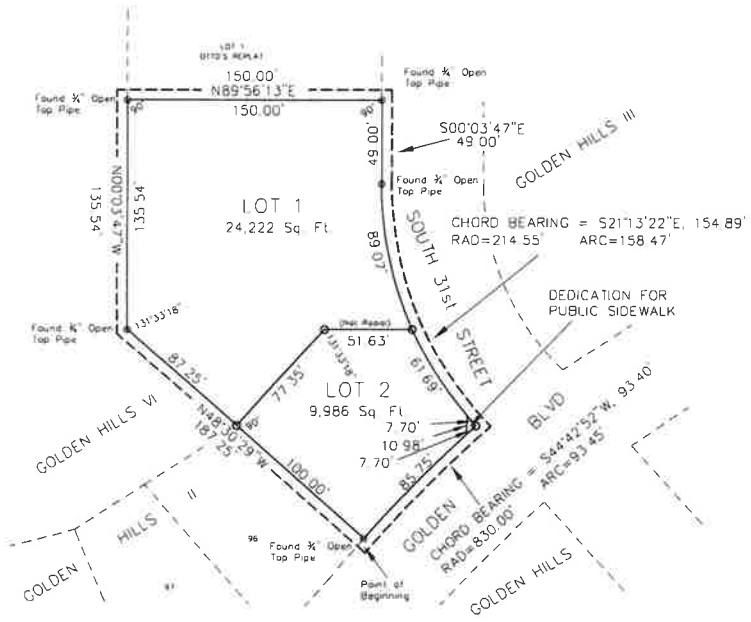
1 inch = 50 ft.

- ⊙ = PROPERTY CORNER FOUND (SIZE AS NOTED)
 - = PROPERTY CORNER SET (5/8" REBAR W/ CAP L.S. NO. 373)
 - ⊗ = SET "X" IN CONCRETE
 - S = DENOTES SURVEYED DIMENSION
 - P = PLATTED DIMENSION
- BOUNDARY BEARINGS AND DISTANCES ARE PLATTED

RECEIVED
JUN 01 2023
PLANNING DEPT.

SURVEY RDH/JBH
DRAWN RDH
DATE: 05/12/2023
05/23/2023
06/01/2023

VACANTI REPLAT
SMALL SUBDIVISION, CITY OF BELLEVUE,
SARPY COUNTY, NEBRASKA



SURVEYOR'S CERTIFICATE

I, RONALD D. HILL, THE NEBRASKA REGISTERED LAND SURVEYOR NO. 373, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT WITHIN THE STATE OF NEBRASKA, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT, THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION, THAT SAID SURVEY WAS MADE TO REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, ACCURATE AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY IN "VACANTI REPLAT", BEING A REPLAT OF LOT 2, OTTO'S REPLAT, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, OTTO'S REPLAT; THENCE N 48°30'29" W (ASSUMED BEARING), 187.25 FEET TO AN ANGLE POINT IN THE WEST LINE OF SAID LOT 2; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID LOT 2, N 00°03'47" W, 135.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE N 89°56'13" E, 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S 00°03'47" E, 49.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF S 21°13'22" E, 154.89 FEET, RADIUS 214.55 FEET, ARC 158.47 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF S 44°42'52" W, 93.40 FEET, RADIUS 830.00 FEET, ARC 93.45 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 34,238 SQUARE FEET OR 0.788 AC. MORE OR LESS.

DATE _____
RONALD D. HILL NE LS NO. 373

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, PUGLISI HOUSE L.L.C., BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "VACANTI REPLAT", AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO FURTHER GRANT THE PERMANENT STORM SEWER EASEMENT TO THE CITY OF BELLEVUE AS SHOWN. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURYLINK, INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED. THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSS ARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREON, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LINES, AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS. NO PERMANENT BUILDINGS, TREES, RETAINING WALL OR LOOSE ROCK SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OF LATER INTERFERE WITH THE AFORESAID USES OF RIGHTS HEREIN GRANTED. IN WITNESS WHEREOF WE DO SET OUR NAMES THIS _____ DAY OF _____, 2023.

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____)

PUGLISI HOMES, L.L.C.
JANELLE VACANTI, MANAGING PARTNER

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED FOR SAID STATE AND COUNTY APPEARED JANELLE VACANTI, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THE DEDICATION ON THIS PLAT AND SHE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

SARPY COUNTY TREASURER

THIS IS TO CERTIFY THAT I FIND NO TAXES DUE OR DELINQUENT AGAINST THE PROPERTY AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

SARPY COUNTY TREASURER _____ DATE _____

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF "VACANTI REPLAT" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____, 2023.

CHAIRPERSON
BELLEVUE PLANNING COMMISSION

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF "VACANTI REPLAT" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____, 2023. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

ATTEST _____ CITY CLERK
MAYOR, CITY OF BELLEVUE, NEBRASKA

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF "VACANTI REPLAT" WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS _____ DAY OF _____, 2023.

SARPY COUNTY SURVEYOR/ENGINEER _____



PROJECT NO
VACANTI REPLAT

ORDINANCE NO. 4126

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT SOUTH 31ST STREET AND GOLDEN BOULEVARD, 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. 3619 is hereby amended to change the zone classification of the following described parcel of land:

Lot 1, Vacanti Replat, being a replat of Lot 2, Otto’s Replat all located in the Southwest ¼ of Section 33, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From BG (General Business District) to BG (General Business District)

Lot 2, Vacanti Replat, being a replat of Lot 2, Otto’s Replat all located in the Southwest ¼ of Section 33, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From BG (General Business District) to RS-72 (Single-Family Residential – 7,200 Square Foot Zone).

(Puglisi House, LLC)

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

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2023.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a. & 14a1.
7/5/2023

COUNCIL MEETING DATE: 07/05/2023		SUBMITTED BY: Mike Christensen, Permits & Inspections	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Condemnation of 12510 S 9th St. Bellevue, NE 68123 - LEGAL: TAX LOT D1A1 EXC S 450 FT 2-13-13 & TAX LOT 6 EXC S 450 FT 3-13-13 (1.18 AC)

SYNOPSIS/BACKGROUND:

The dwelling located at 12510 S 9th St. Bellevue, Ne 68123 has been deteriorating for several years, resulting in the dwelling becoming unfit for human habitation and is placarded as such. Currently the dwelling has several broken windows, holes in the roof and entrance doors unable to be secured in their current condition.

FISCAL IMPACT:: \$15,000.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The dwelling in its current deteriorated condition should be condemned as a public nuisance, ordered torn down, the debris removed and the premises placed in a safe condition.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



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

June 22, 2023

HQ LLC
C/O Tommy & Julie Garrett
13705 S. 38th Street
Bellevue, NE 68123

Re: Structure located at **12510 S. 9th Street, Bellevue, Nebraska**
LEGAL: Tax Lot D1A1 EXC S 450 Ft 2-13-13 & Tax Lot 6 EXC S 450 Ft 3-13-13 (1.18 Acres)

To Whom It Concerns:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of the structure on the property located at 12510 S. 9th Street in Bellevue, Nebraska. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate you are the owner of record of this property.

This public hearing will be held on Wednesday, July 5, 2023, in the City Council Chambers at City Hall, 1500 Wall Street in Bellevue, Nebraska.

If you have any questions concerning this matter, please feel free to contact the Chief Building Official, Mike Christensen, at 402-293-3015, or me at the number listed above.

Yours truly,

A handwritten signature in blue ink that reads "Susan Kluthe".

Susan Kluthe
Bellevue City Clerk

CC: Mike Christensen

NOTICE OF HEARING

HQ LLC

C/O Tommy & Julie Garrett

OWNER OF: Tax Lot D1A1 EXC S 450 Ft 2-13-13 & Tax Lot 6 EXC S 450 Ft 3-13-13
(1.18 Acres)

LOCATED AT 12510 S. 9th Street

BELLEVUE, SARPY COUNTY, NEBRASKA,

AND TO ALL OTHER PERSONS WITH ANY INTEREST IN THAT PROPERTY

In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council on

Wednesday, July 5, 2023 at 6:00 p.m.

in the City Council Chambers at Bellevue City Hall, 1500 Wall Street and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.

Susan Kluthe
Bellevue City Clerk



We Influence The World!

City of Bellevue
Permits and Inspections
1510 Wall St. ▪ Bellevue, Nebraska
68005 ▪

June 13, 2023

From: Mike Christensen, Chief Building Official
Permits and Inspections
City of Bellevue, Nebraska

To: Susan Kluthe, City Clerk

Subject: 12510 S 9th St. Bellevue, NE 68123
LEGAL: TAX LOT D1A1 EXC S 450 FT 2-13-13 & TAX LOT 6 EXC S 450
FT 3-13-13 (1.18 AC)

Dear Ms. Kluthe:

In accordance with the provisions outlined in the Bellevue City Code; Section 8-47, I am notifying you that the dwelling located at 12510 S 9th St. Bellevue, Ne 68123 has been deemed a public nuisance in accordance with said section. The property owner, as noted in the Sarpy County Assessors records is listed as HQ LLC 12642 S 9th St. Bellevue, Ne 68123. The dwelling sits well back off 9th St. and has been deteriorating for several years, resulting in the dwelling becoming uninhabitable and placarded as such. Recently the dwelling has become unsecured with several broken windows, holes in the roof and entrance doors wide open and unable to be secured. Two notices have been sent certified mail and accepted stating the deficiencies of the property. The owners contacted the permits department in early April 2023 after receiving the first notice and stated that they would be contacting a demolition contractor to demolish the property.

Since that time there has been no attempt to contact the Permits Department to obtain permits to demolish the dwelling and the dwelling remains placarded as unfit for human habitation. Therefore, I am sending this report to you with my opinion that the dwelling as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.

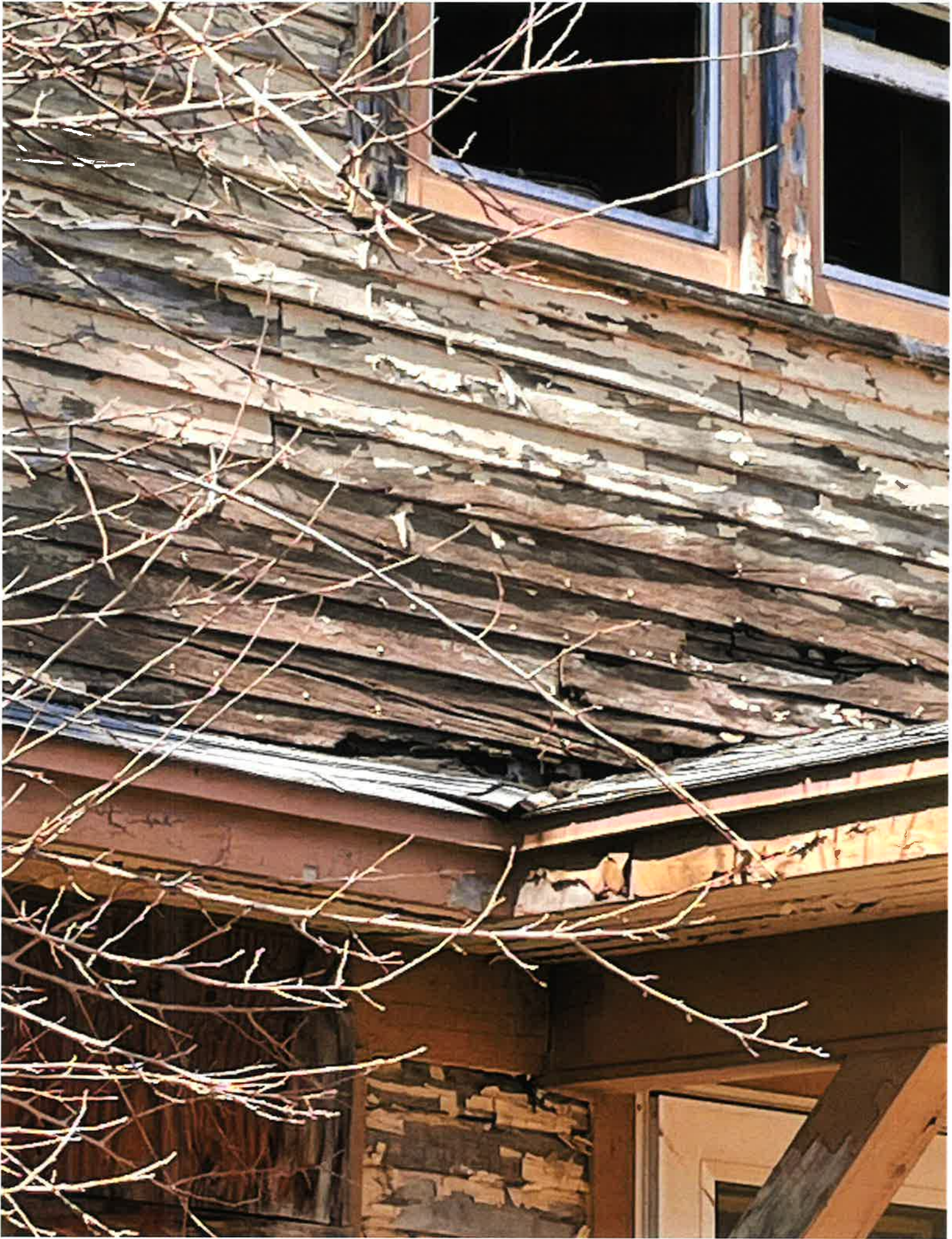


NO
TRESPASSING

Security
Camera in Use

NO
TRESPASSING







NO
TRESPASSING

RESOLUTION NO. 2023-18

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that upon the facts presented, the structure(s) located on

Tax Lot D1A1 EXC S 450 Ft 2-13-13 & Tax Lot 6 EXC S 450 Ft 3-13-13 (1.18 Acres)
Bellevue, Sarpy County, Nebraska,

and located at 12510 S 9th Street, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by August 5, 2023, and if not done by August 5, 2023, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this 5th day of July, 2023.

Mayor

ATTEST:

City Clerk

APPROVED as to Form:

City Attorney

14b. & 14b1.
7/5/2023

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07/05/2023		SUBMITTED BY: Mike Christensen, Permits & Inspections	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Condemnation of 2611 Margo St. Bellevue, NE 68147 - LEGAL: LOTS 5 & 6 BLOCK 12 FIRST ADDITON TO RANDOLPH PLACE TO SHOUTH OMAHA & N 1/2 VAC ALLEY ADJ

SYNOPSIS/BACKGROUND:

The dwelling located at 2611 Margo St. Bellevue, Ne 68147 has been deteriorating for several years, resulting in the dwelling becoming unfit for human habitation and is placarded as such. Currently the dwelling has several broken windows, holes in the soffits and entrance doors unable to be secured in their current condition.

FISCAL IMPACT:: \$15,000.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The dwelling in its current deteriorated condition should be condemned as a public nuisance, ordered torn down, the debris removed and the premises placed in a safe condition.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Aimee Bortillon





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

June 22, 2023

Marlene K Glass
301 Wayne Street
Liberty, NE 68381

Re: Structure located at **2611 Margo Street**, Bellevue, Nebraska
LEGAL: Tax Lot D1A1 EXC S 450 Ft 2-13-13 & Tax Lot 6 EXC S 450 Ft 3-13-13 (1.18 Acres)

To Whom It Concerns:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of the structure on the property located at 2611 Margo Street in Bellevue, Nebraska. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate you are the owner of record of this property.

This public hearing will be held on Wednesday, July 5, 2023, in the City Council Chambers at City Hall, 1500 Wall Street in Bellevue, Nebraska.

If you have any questions concerning this matter, please feel free to contact the Chief Building Official, Mike Christensen, at 402-293-3015, or me at the number listed above.

Yours truly,

A handwritten signature in blue ink that reads "Susan Kluthe". The signature is written in a cursive style.

Susan Kluthe
Bellevue City Clerk

CC: Mike Christensen

NOTICE OF HEARING

Marlene K. Glass

OWNER OF: Lots 5 & 6, Block 12, First Addition to Randolph Place to South Omaha & N ½ Vac
Alley Adj.

LOCATED AT 2611 Margo Street

BELLEVUE, SARPY COUNTY, NEBRASKA,

AND TO ALL OTHER PERSONS WITH ANY INTEREST IN THAT PROPERTY

In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council on

Wednesday, July 5, 2023 at 6:00 p.m.

in the City Council Chambers at Bellevue City Hall, 1500 Wall Street and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.

Susan Kluthe
Bellevue City Clerk



We Influence The World!

City of Bellevue
Permits and Inspections
1510 Wall St. ▪ Bellevue, Nebraska
68005 ▪

June 13, 2023

From: Mike Christensen, Chief Building Official
Permits and Inspections
City of Bellevue, Nebraska

To: Susan Kluthe, City Clerk

Subject: 2611 Margo St. Bellevue, NE. 68147 LEGAL: LOTS 5& 6 BLOCK 12 FIRST
ADDITION TO RANDOLPH PLACE TO SHOUTH OMAHA & N ½ VAC ALLEY
ADJ

Dear Ms. Kluthe:

In accordance with the provisions outlined in the Bellevue City Code; Section 8-47, I am notifying you that the dwelling located at 2611 Margo St. Bellevue, Ne 68147 has been deemed a public nuisance in accordance with said section. The property owner, as noted in the Sarpy County Assessors records is listed as Marlene K Glass 301 Wayne St. Liberty, NE 68381. This dwelling has been deteriorating for several years, resulting in the dwelling becoming uninhabitable and placarded as such. The initial notification was sent certified mail back in June of 2017 and the notice was not accepted. A notice was then placed on the front entrance door of the dwelling the same month of 2017. The dwelling has continued to deteriorate and there are several holes in the dwelling as well as the front entrance door stands wide open. Another notice stating the deficiencies was sent in May of 2023 and accepted.

There has been no attempt to contact the Permits Department to obtain permits to repair or to demolish the dwelling and the dwelling remains placarded as unfit for human habitation. Therefore, I am sending this report to you with my opinion that the dwelling as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.







RESOLUTION NO. 2023-19

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that upon the facts presented, the structure(s) located on

Lots 5 & 6, Block 12, First Addition to Randolph Place to South Omaha & N ½ Vac Alley Adj.
Bellevue, Sarpy County, Nebraska,

and located at 2611 Margo Street, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by August 5, 2023, and if not done by August 5, 2023, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this 5th day of July, 2023.

Mayor

ATTEST:

City Clerk

APPROVED as to Form:

City Attorney

14c. & 14c1.
7/5/2023

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07/05/2023		SUBMITTED BY: Mike Christensen, Permits & Inspections	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Condemnation of 8418 S 36th St. Bellevue, NE 68147 LEGAL: LOT B BLOCK 3 POTTER & GEORGE COMPANY'S SUBDIVISION

SYNOPSIS/BACKGROUND:

The dwelling located at 8418 S 36th St. Bellevue, NE 68147 has twice had the remodel/construction permits expire resulting in the dwelling being placarded as uninhabitable due to no activity since May of 2021. Currently the dwelling is not secure and is a public nuisance.

FISCAL IMPACT: \$12,000.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The dwelling in its current condition should be condemned as a public nuisance, ordered torn down, the debris removed and the premises placed in a safe condition.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



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

June 22, 2023

Lino Onate
8418 S 36th Street
Bellevue, NE 68147

Re: Structure located at **8418 S 36th Street**, Bellevue, Nebraska
LEGAL: Lot B, Block 3, Potter & George Company's Subdivision


To Whom It Concerns:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of the structure on the property located at 8418 S 36th Street in Bellevue, Nebraska. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate you are the owner of record of this property.

This public hearing will be held on Wednesday, July 5, 2023, in the City Council Chambers at City Hall, 1500 Wall Street in Bellevue, Nebraska.

If you have any questions concerning this matter, please feel free to contact the Chief Building Official, Mike Christensen, at 402-293-3015, or me at the number listed above.

Yours truly,


Susan Kluthe
Bellevue City Clerk

CC: Mike Christensen

NOTICE OF HEARING

Lino Onate

OWNER OF: Lot B, Block 3, Potter & George Company's Subdivision

LOCATED AT 8418 S. 36th Street

BELLEVUE, SARPY COUNTY, NEBRASKA,

AND TO ALL OTHER PERSONS WITH ANY INTEREST IN THAT PROPERTY

In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council on

Wednesday, July 5, 2023 at 6:00 p.m.

in the City Council Chambers at Bellevue City Hall, 1500 Wall Street and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.

Susan Kluthe
Bellevue City Clerk



We Influence The World!

City of Bellevue
Permits and Inspections
1510 Wall St. ▪ Bellevue, Nebraska
68005 ▪

June 13, 2023

From: Mike Christensen, Chief Building Official
Permits and Inspections
City of Bellevue, Nebraska

To: Susan Kluthe, City Clerk

Subject: 8418 S 36th St Bellevue, NE 68147 LEGAL: LOT B BLOCK 3 POTTER &
GEORGE COMPANY'S SUBDIVISION

Dear Ms. Kluthe:

In accordance with the provisions outlined in the Bellevue City Code; Section 8-47, I am notifying you that the dwelling located at 8414 S 36th St. Bellevue, Ne 68147 has been deemed a public nuisance in accordance with said section. The property owner, as noted in the Sarpy County Assessors records is listed as Lino Onate 8418 S 36th ST. Bellevue, NE. The interior of this dwelling was gutted, and a hole knocked in the rear of the dwelling after permits were obtained in September of 2018 to remodel and add a garage. Since then, the permits expired and were then renewed in April of 2021 resulting in only one footing inspection done in May of 2021 with no further work being performed after that. The permits have long since expired for a second time resulting in the dwelling being placarded as uninhabitable. The last notice sent certified in January of 2021 was accepted and signed for.

Since then, there has been no attempt to contact the Permits Department and the dwelling remains placarded as unfit for human habitation. Therefore, I am sending this report to you with my opinion that the dwelling as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.







RESOLUTION NO. 2023-20

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that upon the facts presented, the structure(s) located on

Lot B, Block 3, Potter & George Company's Subdivision
Bellevue, Sarpy County, Nebraska,

and located at 8418 S 36th Street, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by August 5, 2023, and if not done by August 5, 2023, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this 5th day of July, 2023.

Mayor

ATTEST:

City Clerk

APPROVED as to Form:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
7/5/2023

COUNCIL MEETING DATE: 7-5-23		SUBMITTED BY: Police	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Interlocal agreement for the recent purchase of a trained police dog.

SYNOPSIS/BACKGROUND:

The Police Department recently purchased a trained police dog from the Sarpy County Sheriff's Office, using donations from the Bellevue Public Safety Foundation. As such, Sarpy County asked that the City of Bellevue agree to the attached interlocal agreement.

FISCAL IMPACT: 0 BUDGETED FUNDS?: No GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Sarpy County INTERLOCAL AGREEMENT: Yes

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Request approval and authorize the Mayor to sign the interlocal agreement between the City of Bellevue and Sarpy County, regarding the purchase of a trained police dog.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
THE COUNTY OF SARPY, NEBRASKA

This Agreement is entered into by and between the County of Sarpy, Nebraska, a political subdivision of the State of Nebraska (hereinafter referred to as "the County") and the City of Bellevue Nebraska, a municipal corporation, (hereinafter referred to as "the City").

WHEREAS, the Sarpy County Sheriff's Office is in possession of a trained police dog named Checque for official use; and,

WHEREAS, Checque has served Sarpy County for four years and Checque's handler has resigned from the Sarpy County Sheriff's Office; and,

WHEREAS, the parties recognize that a trained police dog, such a Checque, requires a handler who has been trained to care for a police dog; and,

WHEREAS, the parties intend to transfer Checque from the Sarpy County Sheriff's Office to the Bellevue Police Department where Checque can be cared for by a trained handler and continue service to the general public; and,

WHEREAS, such an agreement is authorized by the Interlocal Cooperation Act, Neb. Rev. Stat §§ 13-801 to 13-807.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Duties of County.** County shall, in consideration of the terms of this Agreement:
 - a. **Provide police dog Checque to the Bellevue Police Department, along with any and all veterinary and training records.**

2. **Duties of City.** City shall, in consideration of the terms of this Agreement:
 - a. **Provide a trained officer handler for K9 Checque;**
 - b. **Assume all duties of care of Checque, including but not limited to veterinary care, required additional training, etc.;**
 - c. **Issue payment to Sarpy County Clerk in the amount of Six Thousand Five Hundred Dollars No Cents (\$6,500.00);**

3. **Liability.** The City shall indemnify, save and hold harmless the County from all losses, claims, and damages arising out of and proximately caused by the negligent acts or omissions of the City, its agents or employees in the performance of this Agreement. The County shall indemnify, save and hold harmless City from all losses, claims, and damages should any action arise out of events involving Checque prior to Checque's

transfer to the City. The Parties acknowledge that once Checque has been transferred to Bellevue Police Department, Sarpy County has no ownership or control over Checque.

Each party's liability is governed by and limited to the extent provided by the Political Subdivision Tort Claims Act or other applicable provisions of law. This Liability provision is not intended to waive a party's sovereign immunity.

4. **Agreement Term and Termination.** This agreement shall be effective upon execution by all participating agencies and shall continue until Checque has retired from service or is otherwise transferred from the Bellevue Police Department. Section 3 of this Agreement shall survive termination.
5. **Authority to Act.** Each party hereto declares that it has taken all steps which are legally necessary or required to authorize this Agreement, and the rights, duties, and obligations hereunder. Each party further represents and warrants that each has the power and authority to enter into this Agreement and to perform its obligations hereunder.
6. **Amendments.** This agreement states the complete understanding of the parties and may not be amended except by written agreement of the Parties.
7. **Entire Agreement.** This instrument contains the entire agreement of the Parties. This instrument does not release either party from their respective obligations in any previous agreements between the parties.
8. **Neither Party Agent for the Other.** Each party declares, represents, warrants, and acknowledges that it is not an agent for the other now, nor will it be in the future. City and County agree to separately administer their respective rights and responsibilities under this Agreement, there being no joint or cooperative body created for the financing, operating or management of the same. This Agreement does not constitute a joint venture between the parties.
9. **Choice of Law.** The parties agree that the provisions of this Agreement shall be governed by the laws of the State of Nebraska.
10. **Residency Verification.** The City agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The City is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify

Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

11. **Nondiscrimination Clause.** Pursuant to Neb. Rev. Stat. §73-102, City declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed in duplicate by the respective duly authorized officers as indicated below.

COUNTY OF SARPY, NEBRASKA,
A Nebraska Political Subdivision

By: _____
Sarpy County Board Chair

Date: _____

Attest:

Deb Houghtaling, County Clerk

Approved as to Form:

Deputy Sarpy County Attorney

CITY OF BELLEVUE, NEBRASKA,
A municipal corporation and Nebraska Political
Subdivision

By: _____
Mayor

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
7/5/2023

COUNCIL MEETING DATE: 07/05/2023		SUBMITTED BY: Chief Ken Clary	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

DRE State Training Coordinator Contract

SYNOPSIS/BACKGROUND:

This is a recurring contract with the Nebraska Department of Transportation for salary reimbursement for Lt. Joe Milos' services as the Statewide Drug Recognition Coordinator.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES 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:

Recommend signing the contract.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

James B. Hill
[Signature]
[Signature]

DRE State Training Coordinator

This Contract is between the Nebraska Department of Transportation Highway Safety Office (HSO) and the City of Bellevue, Bellevue Police Department and Lieutenant Joseph Milos. Collectively referred to as “the parties.”

The purpose of this Contract is to compensate reimbursement to the City of Bellevue in return for overtime wages paid to Lieutenant Milos for duties of DRE State Training Coordinator. Lieutenant Milos will be the DRE State Training Coordinator for the period from October 1, 2023 to September 30, 2024 and reimbursement for his overtime wages and expenses paid by the City of Bellevue will be reimbursed as follows:

1. Lt. Milos’ hourly wages are \$52.72 hourly which wages are being paid by the Bellevue Police Department. This contract will pay up to 20 hours per month to carry out the below listed duties at \$79.08 an hour. During this contract period, wages may change due to updates in bargaining contracts at the city of Bellevue. Lt. Milos will continue to be paid up to 20 hours per month at the current overtime wage at the time the work is accomplished. Lt. Milos shall provide documentation of his hours worked as DRE State Training Coordinator to the HSO and the City of Bellevue shall be reimbursed for said fees within thirty (30) days of receipt of said documentation.
2. This Contract will also cover any travel expenses (mileage) associated with audits of SFST or A.R.I.D.E. classes and any additional expenses required and documented to carry out the duties outlined below.

The following are duties of the DRE State Training Coordinator:

- Certify New DRE Candidates
- Review all DRE Candidates Progress Logs
- Maintain DRE mailing and email listing
- Provide all new DREs with information regarding the DRE Tracking System
- Maintain and Assist Current DREs with DRE Tracking System
- Review all completed recertification documents to ensure the International Standards and Nebraska Enhanced Standards have been met
- Prepare and select DRE Instructors to assist expired DREs through the reinstatement process
- Provide pertinent drug trend articles to all Nebraska DREs as necessary
- Provide all curriculum changes and protocols to Nebraska DREs
- SFST State Coordinator Duties
- Distribute new curriculum and curriculum updates to all Nebraska SFST Instructors and all Training Academies.
- Attend Annual State Coordinators Meeting at the DAID Conference
- Attend Regional State Coordinators Meeting
- Other DRE and SFST Training duties as assigned
- Prepare and coordinate annual DRE and DRE Instructor Class Training
- Report any DRE or SFST training or process issues to the Nebraska DRE Coordinator.
- Contribute all annual DRE and SFST data at the end of each calendar year to the Nebraska DRE Coordinator.

Term of Contract: This contract period is for fourteen (12) months and shall begin October 1, 2023 and expire September 30th, 2024. Either party may terminate the Contract with thirty (30) days written notice to the other party.

Governing Law: This Contract shall be interpreted according to the law of the State of Nebraska, and any conflict arising under the Contract will be heard by a Nebraska court of competent jurisdiction.

Entire Agreement: This Contract constitutes the entire agreement between the parties as to the subject matter hereof and replaces all prior written and oral statements and understandings.

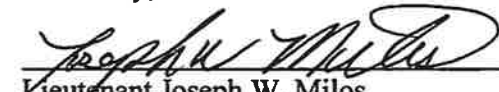
Signed in agreement on the day below:

By: _____ Date _____
FILL IN APPLICABLE INFORMATION FOR NDOT/HSO

CITY OF BELLEVUE, NEBRASKA

By: _____ Date _____
Rusty Hike, Bellevue Mayor

By: _____ Date _____
Ken Clary, Bellevue Police Chief

By:  Date 6-14-2023
Lieutenant Joseph W. Milos

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07/05/2023		SUBMITTED BY: Administration/CDD	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Third Addendum/Extension to Lease Purchase Agreement with Premier Sports Village LLC

SYNOPSIS/BACKGROUND:

Premier Sports Village LLC and the City entered into a Lease Purchase Agreement on October 20, 2020, as well as a First Addendum/Extension on March 1, 2022 and Second Addendum/Extension on December 20, 2022. The parties have had the opportunity to discuss the Agreement, First Addendum, and Second Addendum and desire to enter into this Third Addendum/Extension, which will extend the term of the Agreement for a period of two months.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize Mayor to sign the Third Addendum/Extension to the Lease Purchase Agreement with Premier Sports Village LLC.

ATTACHMENTS:

- | | | |
|--|---|---|
| 1. <input type="text" value="Third Addendum"/> | 2. <input type="text" value="Exhibit A"/> | 3. <input type="text" value="Exhibit B"/> |
| 4. <input type="text" value="Exhibit C"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



**LEASE PURCHASE AGREEMENT
THIRD ADDENDUM/EXTENSION**

The City of Bellevue (“City” or “Lessor/Seller”) and Premier Sports Village, LLC (“PSV” or “Lessee/Buyer”) entered into a Lease Purchase Agreement on or about October 20, 2020 (“Agreement”) which is attached hereto as Exhibit “A”. The City and PSV further entered into a First Addendum/Extension to the Agreement on or about March 1, 2022 (“First Addendum”) which is attached hereto as Exhibit “B” and a Second Addendum/Extension to the Agreement on or about December 20, 2022 (“Second Addendum”) which is attached hereto as Exhibit “C.”

WHEREAS, as part of the Second Addendum, the term of the Lease expires on 11:59 p.m. on June 30, 2023.

WHEREAS, the parties have had the opportunity to discuss the Agreement and Second Addendum, and desire to enter into this Third Addendum/Extension (hereinafter “Third Addendum”) which will extend the term of the Agreement as outlined herein.

NOW THEREFORE, the Parties hereto agree as follows:

1. That Paragraph 2 “Term”, of the Agreement, as modified by the Second Addendum, shall be deleted in its entirety and replaced with the following:

Subject to each and all the covenants, terms and conditions of this Third Addendum Second Addendum, First Addendum and Agreement not otherwise modified herein, Lessor/Seller hereby leases the Property to Lessee/Buyer to have and to hold the Property until 11:59 p.m. on August 31, 2023 (hereinafter “Extension Term”).

2. That Paragraph 10 “Lease Expiration”, of the Agreement, as most recently modified by the Second Addendum, shall be deleted in its entirety and replaced with the following:

The expiration of this Third Addendum, Second Addendum, First Addendum and the Agreement shall occur at 11:59 p.m. on August 31, 2023. Upon expiration, the parties shall proceed to Closing as provided in the Agreement, First Addendum, Second Addendum and Third Addendum. If Lessee/Buyer does not provide notice of the option to purchase, the Third Addendum, Second Addendum, First Addendum and the Agreement will automatically terminate upon the expiration of the Extension Term. The Parties further agree that should Lessee/Buyer secure funding to purchase the Property prior to the Extension Term and should all steps of closing be completed prior to the Extension Term, the Agreement, First Addendum, Second Addendum, and Third Addendum would terminate upon the execution of the purchase of the Property.

WHEREAS, except as amended herein, the terms and conditions of the Agreement dated on or about October 20, 2020, First Addendum dated on or about March 1, 2022, and Second

Exhibit "A"

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT is made this 20th day of October, 2020 between the City of Bellevue, Nebraska, a municipal corporation ("Lessor/Seller"), and Premier Sports Village, LLC, a Nebraska Limited Liability Company ("Lessee/Buyer"), jointly referred to as the "parties".

WHEREAS, Lessor/Seller is the owner of real property located in the City of Bellevue, Nebraska, which is legally described as *Lot 1 Bellevue Sports Complex (25ac), Parcel #011591799*.

WHEREAS, the parties desire to enter into a lease purchase agreement regarding the real property described herein.

NOW, THEREFORE, in consideration of the Rent and the covenants, conditions, and agreements herein reserved, mentioned and contained on the part of Lessee/Buyer to be paid, kept and performed, Lessor/Seller hereby leases to Lessee/Buyer, and Lessee/Buyer hereby accepts and hires from Lessor/Seller, the Leased Premises (as hereinafter defined), subject to the terms, conditions, and agreements herein expressed, in "AS IS/WHERE IS" condition with all faults and no representations expressed or implied. Upon expiration of the lease term (as hereinafter defined), for the additional consideration, covenants, and conditions contained herein, Lessor/Seller hereby agrees to sell, and Lessee/Buyer hereby agrees to purchase, the Leased Premises, subject to the terms, conditions, and agreements herein expressed, in "AS IS/WHERE IS" condition with all faults and no representations expressed or implied:

1. **Property.** The Property which is the subject of this agreement is legally described and depicted on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"). Lessor/Seller demises and leases unto Lessee/Buyer, and Lessee/Buyer hereby accepts and leases from Lessor/Seller, the Property, on and subject to all the terms and conditions set forth in this agreement.
2. **Term.** Subject to each and all of the covenants, terms and conditions of this Lease, Lessor/Seller hereby leases the Property to Lessee/Buyer to have and to hold the Property from the date of the parties signing this Lease and lasting a period of eighteen (18) months from the date of the same (hereinafter "Original Lease Term").
3. **Rent.** The Lessee/Buyer agrees to pay Lessor/Seller as rent the sum of Five thousand dollars (\$5,000.00) per month during the Original Lease Term without deduction, set-off, prior notice or demand. All Rent shall be due and payable on the first day of each calendar month throughout the Term and any extension thereof. Rent for any partial month shall be apportioned *pro rata* based on the actual number of days elapsed. All Rent shall be paid to Lessor/Seller at the address to which notices to Lessor/Seller are given. Rent payments shall be credited toward the Purchase Price.

The Security Deposit in the amount of \$5,000.00 shall be payable by Lessee/Buyer to Lessor/Seller within two (2) days after acceptance of this agreement. The Security Deposit shall be held by Lessor/Seller without liability for interest as security for the performance by Lessor/Seller of Lessor/Seller's covenants and obligations under this Lease.

This is a triple net lease (NNN) to the Lessor/Seller. It is the intent of the Parties that the Rent shall be an absolutely net return to the Lessor/Seller and that the Lessee/Buyer shall pay all costs and expenses relating to the Property of any kind or nature whatsoever. Such costs and expenses shall include, without limitation, all amounts attributable to, paid or incurred in connection with the ownership, operation, repair, restoration, maintenance and management of the Property; real property taxes; rent taxes; gross receipt taxes; water and sewer charges; insurance premiums; utilities; refuse disposal; lighting (including outside lighting); fire detection systems including monitoring, maintenance and repair; security; janitorial services; labor; air-conditioning and heating; maintenance and repair costs and service contracts; costs of licenses, permits and inspections; and all other costs and expenses paid or incurred with respect to the Property.

4. **Utility Charges.** Lessee/Buyer shall be responsible for all utilities and services provided to Lessee/Buyer at the Property and agrees to pay, prior to delinquency, all charges for electricity, gas, water, sewage, and/or all other public and private services or charges used by or through Lessee/Buyer at the Property.
5. **Use.** Lessee/Buyer shall use the Property for the sole and exclusive purpose of establishing and maintaining a six-field athletic complex and thereafter constructing an indoor multi-purpose facility that includes, but is not limited to, hosting athletic trainings, apparel shop, concession stand(s), office, shelter, restrooms, dance studio, coffee shop and a fitness gym for public/private use on the Property during the lease term. Lessee/Buyer accepts the Property "AS-IS" without reservation or qualification. Lessor/Seller makes no representation as to the suitability of the Property for any purpose whatsoever. Notwithstanding any other provision of this Lease, Lessee/Buyer shall comply with all local, state or federal laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force with respect to the Lessee/Buyer's use and occupancy of the Property.
6. **Alterations, Maintenance & Repairs.** Lessee/Buyer agrees that during the Term, Lessor/Seller shall not be obligated to repair, replace or otherwise maintain the Property for any purpose or to any standard or in any way. All work, alterations, installations, additions and improvements shall be done at Lessee/Buyer sole expense. In the event of termination of this agreement due to Lessee/Buyer's Default, Lessee/Buyer will be required, at Lessee/Buyer's sole cost and expense, to remove most, if not all, of Lessee/Buyer's alterations and improvements and restore the Property to their original condition, except ordinary wear and tear. The Lessee/Buyer shall keep the Property free and clear of all trash, rubbish, debris and other materials the presence or accumulation of which may constitute a nuisance under the laws of the City of Bellevue. Lessee/Buyer shall not commit nor allow the waste of any of the Property nor the occurrence of any

unlawful act thereupon. Lessee/Buyer shall maintain the entirety of the property (including without limiting the generality of the foregoing the roof, foundation, water, sewer and gas connections, pipes and mains, plumbing, heating and ventilation, and electrical systems) in good operational condition for the conduct of Lessee/Buyer's business at the Property. All repair work shall be done in a good and workmanlike manner. Lessor/Seller shall not be responsible for maintaining, repairing or restoring any part of the property or improvements.

Lessee/Buyer shall provide a written monthly update to the Bellevue City Administrator, Jim Ristow, throughout the lease term listing all maintenance, repairs, improvements, restorations and/or alterations made to the property.

7. **Assignment and Subletting:** Lessee/Buyer shall not assign this Lease without the written consent of Lessor/Seller, which shall not be unreasonably withheld during the lease term. Any occupant, assignee, or sub-Lessee/Buyer must agree to abide by all of the terms and provisions of this Lease in the event of written consent.
8. **Damages to Property.** If the Property or any part thereof, shall be damaged by fire or other casualty, whether man made, natural or otherwise, Lessee shall at its own expense commence to restore said property and thereafter diligently complete such restoration. Such repairs shall substantially restore the condition of the property prior to the casualty. No abatement of rent shall be allowed during the time and to the extent the property is unfit for use as a result of such damages.
9. **Default & Termination.** Lessee/Buyer shall be considered in Default if one of the following events occurs:
 - (a) Failure by Lessee/Buyer to make any Rent or any other payment owed by Lessee/Buyer to Lessor/Seller under this agreement, and the continuance of such failure for fifteen (15) consecutive days after written notice by Lessor/Seller to Lessee/Buyer.
 - (b) Failure by Lessee/Buyer to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the State of Nebraska.
 - (c) Failure by Lessee/Buyer to comply with any provision of the agreement.Upon the occurrence of any Default by Lessee/Buyer and at any time thereafter, Lessor/Seller may, without any further notice, terminate the Lease Purchase Agreement and seek other remedies available to the Lessor/Seller according to law. Lessee/Buyer shall be liable for any and all damages of any kind or nature arising from or as a result of Lessee/Buyer's default. Lessee/Buyer hereby waives any and all rights of redemption it may have, and further waives any counterclaims, other than compulsory counterclaims, against the Lessor/Seller under existing or future laws.
10. **Lease Expiration.** The expiration of this Lease shall occur eighteen (18) months from the date of the parties signing this Lease and lasting a period of eighteen (18) months from the date of the same. Upon expiration, the parties shall proceed to Closing as hereinafter provided.

11. **Purchase Price.** The purchase price for the Property shall be Six Hundred and Fifty Thousand Dollars (\$650,000.00) less a credit for all Rent paid prior to the date of the closing. The Parties agree that this purchase price is a fair and accurate representation of the value of the Property, given the considerations stated herein.
12. **Right of First Refusal.** Lessor/Seller does hereby grant to Lessee/Buyer the right of first refusal to *Lot 3 Bellevue Sports Complex (62ac)*, Parcel #011591801, in Bellevue, Sarpy County, Nebraska.
13. **Conveyance.** Lessor/Seller hereby represents and warrants to Lessee/Buyer that (i) Lessor/Seller has good and marketable fee simple title to the Property (including, without limitation, the improvements and fixtures thereon; (ii) Lessor/Seller has the authority to enter into this agreement; (iii) the Property is zoned BG General Business District and is suitable for the Permitted Use; and (iv) to the best knowledge of Lessor/Seller, the Property is not in violation of any federal, state or local law relating to Hazardous Material or environmental contaminants and has no known latent defects. The condition of the water well shall be inspected by Lessor/Seller. Any repairs recommended as part of said inspection shall be the responsibility of the Lessor/Seller. Lessor/Seller represents that they have good, valid and marketable title, in fee simple, and agrees to convey title to Property to Buyer or his nominee by warranty deed free and clear of all liens, encumbrances or special taxes or reserves levied or assessed, subject to all building and use restrictions, utility easements not exceeding ten (10) feet in width abutting the boundary of the Property, and covenants now of record.
14. **Closing - Condition of Property; Acceptance.** The closing of the sale of the Property shall be closed on a mutually agreeable date between the parties in March 2022. Both parties acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to either party for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between the parties.

Lessor/Seller shall provide to Lessee/Buyer a copy of the latest As Built Survey, showing legal, easements, parking stalls, setbacks, and Flood Plain status, and other elements of revealed by public record. Lessor/Seller shall provide copies of Soils report if available. Along with any other CAD drawings if available. Lessee/Buyer accepts the Property in its present condition "as is." Lessee/Buyer acknowledges that it has had full opportunity to examine the Property and obtain knowledge of the physical condition of the Property, as well as, the state of its title, zoning, present uses, streets, sidewalks, parking areas, curbs and access thereto. Lessee/Buyer and its agents may conduct such tests, studies, inspections, surveys, environmental assessments, surveys and title reviews as Lessee/Buyer may desire to obtain or perform relating to title to the Property or the physical condition of the Property or any other element or aspect of the Property, and Lessor/Seller hereby grants Lessee/Buyer and its agents permission to perform such inspections.

15. **State Documentary Tax:** The State Documentary Tax on the deed shall be paid by the seller.
16. **LEASE with DMV.** See attached lease document.
17. **Indemnity.** Without limitation to the foregoing, To the maximum extent permitted by law, Lessee/Buyer, on behalf of Lessee/Buyer and all of Lessee/Buyer's heirs, executors and assigns, Lessee/Buyer hereby waives any right, remedy or recourse that Lessee/Buyer may have now, or in the future, against Lessor/Seller its employees and agents, as a result of any act, error or omission of Lessor/Seller, including those of its agents and employees, including any claim for any loss or damage to Lessee/Buyer's property or other property placed or located on the Property as a result of any such act, error or omission made in furtherance of any right or authority reserved by Lessor/Seller in this paragraph or elsewhere in this Lease. Without limitation to the foregoing, and to the maximum extent permitted by law, Lessee/Buyer shall hold Lessor/Seller harmless from and against any claim, liability, loss or damage of any nature whatsoever, whether related to an existing condition of the Property or otherwise, (a) of Lessee/Buyer or any other person (including any employee, contractor or agent of Lessor/Seller) that may arise or result from, out of or in connection with any Lessee/Buyer's use or occupancy of the Leased Property, including, any such claim, damages or liability that may arise or result from any lawful or unlawful entry upon Leased Property, and (b) to Lessor/Seller that may arise or result from, out of or in connection with any default under, or breach of, any covenant, term or condition of this Lease.
18. **Insurance.** Lessee/Buyer at its sole cost and expense, shall obtain and maintain (or cause to be obtained and maintained) comprehensive broad form commercial general liability insurance covering claims arising out of Lessee/Buyer's operations, use and occupancy of the Property. Coverage shall be maintained on an occurrence basis, covering premises and operations, products and completed operations, contractual liability, personal injury liability, bodily injury liability and property damage liability. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate. Such insurance shall: (a) name Lessor/Seller as an additional insured; (b) specifically insure Lessee/Buyer's indemnity obligations; and (c) be primary to any liability insurance maintained by Lessee/Buyer. Lessor/Seller does not in any way represent that the insurance herein, whether in scope of coverage or limits of coverage, is adequate or sufficient to protect Lessee/Buyer's business or interests and Lessor/Seller shall not be responsible for any of Lessee/Buyer's furniture, fixtures, equipment, other personal property or business damages.
19. **No Waiver of Breach.** No act or acts, omission or omissions, or series of acts or omissions, or waiver, acquiescence, or forgiveness by Lessor/Seller as to any default in or failure of performance, either in whole or in part, by Lessee/Buyer, of any of the covenants, terms and conditions of this Lease, shall be deemed or construed to be a waiver by Lessor/Seller of the right at all times thereafter to insist upon the prompt, full and complete performance by Lessee/Buyer of each and all the covenants, terms and conditions hereof

thereafter to be performed in the same manner and to the same extent as the same are herein covenanted to be performed by Lessee/Buyer.

20. **No Partnership, Joint Venture.** Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture as between Lessor/Seller and Lessee/Buyer, or between Lessor/Seller and any other party; nor shall Lessee/Buyer be deemed the Lessor/Seller's agent. Lessor/Seller shall not be liable for the debts or obligations of Lessee/Buyer or for any other party.
21. **Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
22. **Notice.** Whenever notice is required to be given by Lessor/Seller under this Lease, it will be deemed sufficient if sent by regular U.S. mail or hand-delivered to Lessee/Buyer at the address of Premier Sports 7001 N 153rd Bennington, NE 68007.
23. **Time.** Time is of the essence of this agreement and each and all of its provisions in which performance is a factor. All periods of time referred to herein shall include all Saturdays, Sundays and state or national holidays.
24. **Amendments.** No provision of this agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This agreement shall not be effective or binding on any party until fully executed by both parties hereto.
25. **Force Majeure.** Neither Party will be liable for any failure or delay in performing an obligation under this agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes. The parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
26. **Choice of Law.** This Lease shall be governed by the laws of the State of Nebraska.
27. **Representation.** Lessor/Seller is represented by Colm Breathnach of Colliers International. Lessee/Buyer is represented in this transaction by Robert Anthony, Realtor, BT Realty Group LLC. Commission shall be split equally between Keller Williams and

Colliers International pursuant to the City of Bellevue's contract with Colm Breathnach of Colliers International.

DATED this 20th day of October, 2020.



CITY OF BELLEVUE, a municipal corporation, Lessor/Seller

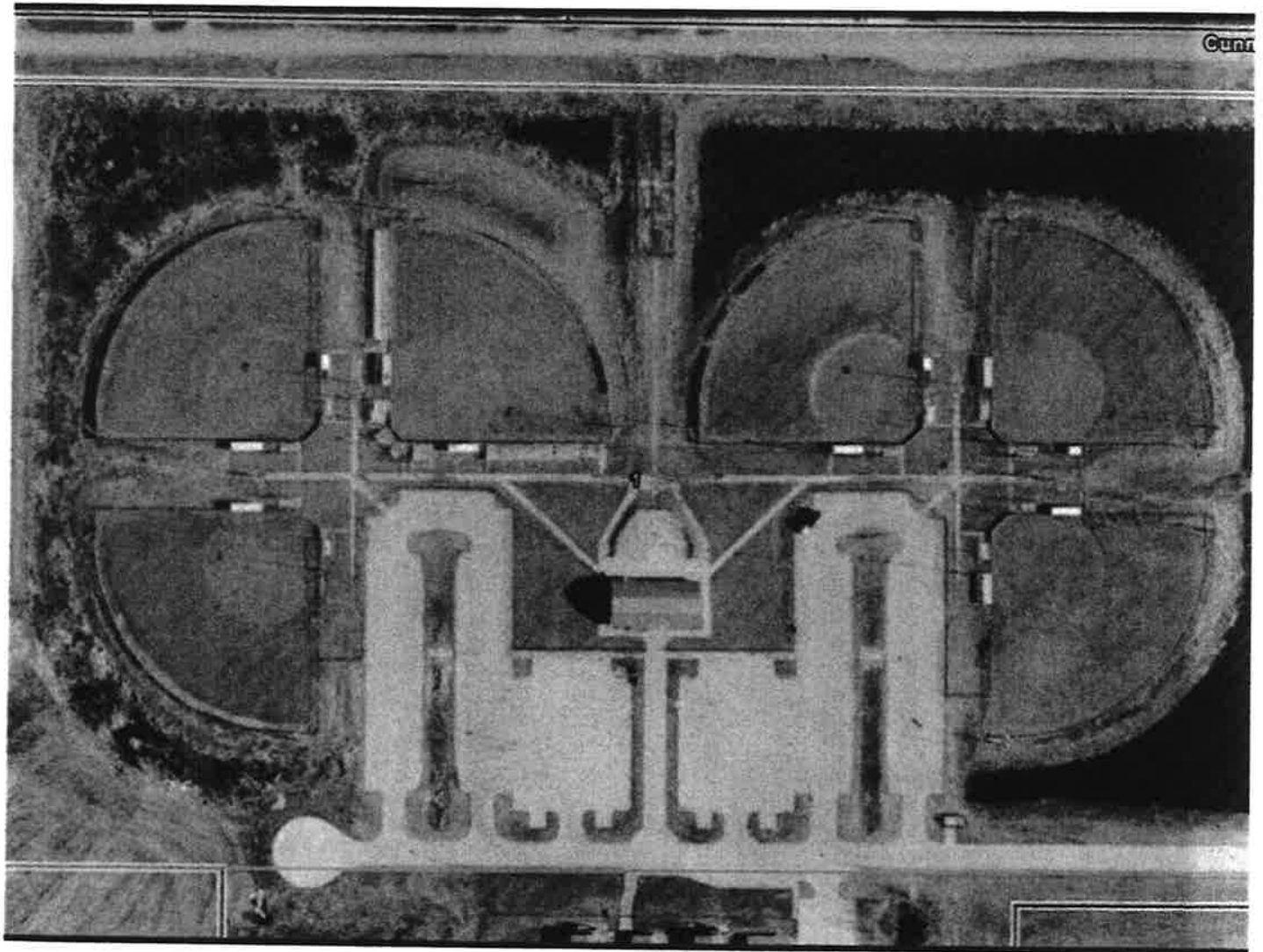
Attest:

City Clerk

By:

Mayor

Premier Sports Village, LLC, Lessee/Buyer



011591799

Property Address: 14202 Harlan Lewis Rd

Acreage: 24.98 ac.

Legal Description: Lot 1 Bellevue Sports Complex (25 ac)



**COMMERCIAL
LEASE PROPOSAL**

for

**The City of Bellevue, NE
at
14402 Harlan Lewis Rd, Bellevue, NE 68005**

March 1, 2019

The following Lease Proposal that is being offered on behalf of State of Nebraska DMV to the City of Bellevue, NE. This Lease Proposal contains the basic terms and conditions upon which Nebraska DMV ("Tenant") is interested in pursuing a lease arrangement with the City of Bellevue, NE ("Landlord") for space located at 14402 Harlan Lewis Rd, Bellevue, NE 68005 in Omaha, Nebraska.

- LOCATION:** 14402 Harlan Lewis Rd,
Bellevue, NE 68005
- TENANT:** Nebraska DMV
- LEASED PREMISES:** The proposed Leased Premises will consist of approximately 75,000 square feet of concrete parking, as depicted in Exhibit A.
- INITIAL LEASE TERM:** The Initial Lease Term will be for a period of two (2) years. Tenant shall have the option to terminate the Lease with one hundred and twenty (120) days written notice to Landlord implying their intent to terminate the Lease. At the end of the Initial Lease Term, Tenant agrees to notify Landlord of their intention to Terminate or Renew the Lease.
- COMMENCEMENT DATE:** The Commencement Date for the Lease Term is projected to be March 18, 2019. The exact commencement date will be mutually agreed upon between the Tenant and Landlord.
- RENTAL RATE:** The Rental Rate for the Leased Premises during the Initial Lease Term will be as follows:
- Years 1 - 2: \$900.00 per month
- The lease document will be defined as a full-service lease. Landlord shall remove snow and keep Leased Premises clean and clear of debris.
- SECURITY DEPOSIT:** Equal to the first month's rent to be paid at lease execution.
- RENEWAL OPTIONS:** There will be five (5), one (1) year renewal options following The Initial Lease Term. The renewal options must be exercised in writing 60 days prior to the end of the current term. The renewal rate for the renewal terms shall be the same as the Initial Lease Term. Landlord shall have to right to terminate this Lease Hold with one hundred and twenty (120) day notice to Tenant.



ADDITIONAL PROVISIONS: Tenant shall have the right to modify paint markings to suit needs.

REPRESENTATION: Tenant is represented in this lease transaction by Brayden Mussman & Colm Breathnach of Colliers International. In the event a lease is executed by and between Landlord and Tenant, Tenant's agent will receive, from the landlord, a real estate commission equal to three percent (3%) of the gross value of the lease.

Although this letter is intended to summarize the principal terms and conditions of the proposed transaction and contemplates a later execution of the lease document, neither this letter nor any action of the parties to date shall be deemed to indicate a binding agreement between parties. This letter reflects the Tenant's present intent regarding the terms and conditions of the proposed transaction and shall not be construed to create any legal rights or obligations between the Landlord and the Tenant. It is intended that all such legal rights and obligations will come into existence only when appropriate documentation has been executed.

Yours very truly,
Colliers International

Colm Breathnach
Broker Associate

Brayden Mussman
Associate

AGREED & ACCEPTED this __ day of _____, 2019.

By: _____
Title: _____



Exhibit "B"

LEASE PURCHASE AGREEMENT

FIRST ADDENDUM/EXTENSION

The City of Bellevue ("City" or "Lessor/Seller") and Premier Sports Village, LLC ("PSV" or "Lessee/Buyer") entered into a Lease Purchase Agreement on or about October 20, 2020 ("Agreement") which is attached hereto as Exhibit "A".

WHEREAS, as part of the Agreement, the term of the Lease expires at the end of March 2022.

WHEREAS, the parties have had the opportunity to discuss the Agreement, lease term and payment terms and desire to enter into this First Addendum/Extension (hereinafter "First Addendum") which will extend the term of the Agreement and modify certain terms as outlined herein.

NOW THEREFORE, the Parties hereto agree as follows:

1. That Paragraph 2 "Term", of the Agreement shall be deleted in its entirety and replaced with the following:

Subject to each and all the covenants, terms and conditions of this First Addendum and the Agreement not otherwise modified herein, Lessor/Seller hereby leases the Property to Lessee/Buyer to have and to hold the Property until 11:59 p.m. on December 31, 2022 (hereinafter "Extension Term").

2. That the first full paragraph of Paragraph 3 "Rent", of the Agreement shall be deleted and replaced with the following:

The Lessee/Buyer agrees to pay Lessor/Seller as rent the sum of One Thousand dollars (\$1,000.00) per month beginning March 1, 2022, and continuing for the Extension Term, without deduction, set-off, or prior notice or demand. All Rent shall be due and payable on the first day of each calendar month throughout the Extension Term and any extension thereof. Rent for any partial month shall be apportioned *pro rata* based on the actual number of days elapsed. All Rent shall be paid to Lessor/Seller at the address to which notices to Lessor/Seller are given. Rent payments shall be credited toward the Purchase Price. Should any further extensions be granted by Lessor/Seller the Lessor/Seller reserves the right to increase the Rent payments per any future negotiated terms for an extension.

3. That Paragraph 10 "Lease Expiration", of the Agreement shall be deleted in its entirety and replaced with the following:

The expiration of this First Addendum and the Agreement shall occur at 11:59 p.m. on December 31, 2022. Upon expiration, the parties shall proceed to Closing as provided in the Agreement and as modified herein in this First Addendum. If Lessee/Buyer does not provide notice of the option to purchase, the First Addendum and the Agreement will automatically terminate upon the expiration of the Extension Term. The Parties further agree that should Lessee/Buyer secure funding to purchase the Property prior to the Extension Term and should all steps of closing be completed prior to the Extension Term, the Agreement and First Addendum would terminate upon the execution of the purchase of the Property.

4. That the first full paragraph of Paragraph 14 "Closing- Condition of Property; Acceptance", of the Agreement shall be deleted and replaced with the following:

If Lessee/Buyer exercises the option to purchase the Property, they shall notify Lessor/Seller prior to the expiration of the Extension Term. The Parties shall then prepare and execute a separate Purchase Agreement to be considered before the City Council for approval. Said Purchase Agreement shall incorporate the agreed upon Purchase Price from the Agreement and credit Lessee/Buyer with any rent payments paid per the Agreement and First Addendum. The Parties shall draft and negotiate the separate Purchase Agreement within thirty (30) days of receiving notice from Lessee/Buyer of the intent to Purchase. Buyer and Seller understand that any Purchase Agreement will include a provision which includes as a contingency the successful completion of a thirty (30) day remonstrance period, as required by Neb. Rev. Stat. 16-202. The remonstrance period will begin immediately following the passage and publication of an Ordinance to approve the sale of the Property by Seller's City Council. If a remonstrance petition pursuant to Neb. Rev. Stat. 16-202 is successfully filed before the expiration of the thirty (30) day remonstrance period, the closing of the Purchase Agreement shall not occur and the Property shall not be sold. In the event such remonstrance petition is successfully filed and upheld and the closing of the Purchase Agreement does not occur, any earnest money deposited by Buyer pursuant to the Agreement shall be refunded to Buyer. Closing will occur not later than sixty (60) days following the expiration of the remonstrance period. Should the items related to the Purchase of the Property extend after the Extension Term, the parties shall work together to enter into another Addendum extending the terms of this Agreement to finalize the Purchase of the Property. The Parties agree that should Lessee/Buyer secure funding and desire to Purchase the Property prior to the expiration of the Extension Term, that Lessee/Buyer shall be allowed to do so and the Parties will work together to schedule a time for closing. Both parties acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to either party for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between the parties.

5. That Paragraph 16 "LEASE with DMV", of the Agreement shall be deleted in its entirety and replaced with the following:

The City has a current lease agreement with the DMV, attached hereto as Exhibit "B" that is set to expire April 31, 2022. The Lessee/Buyer of this Agreement and First Addendum agrees to not hinder the ability of the DMV to use the Property pursuant to those lease terms. The Parties further acknowledge that the City has the right and ability to extend the DMV lease however shall not extend the lease past the Extension Term without written approval of Lessee/Buyer.

That except as amended herein, the terms and conditions of the Agreement dated on or about October 20, 2020, between the parties remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Addendum to the Agreement on this 15 day of March, 2022.

CITY OF BELLEVUE, A Municipal Corporation
Lessor/Seller

By:

Rusty Hike
Rusty Hike, Mayor

ATTEST



Susan Kluthe
City Clerk, Susan Kluthe

PREMIER SPORTS VILLAGE, LLC

Lessee/Buyer

Brandon Schuur
Premier Sports Village LLC

BRANDON SCHUUR

Printed Name

Exhibit "C"

LEASE PURCHASE AGREEMENT

SECOND ADDENDUM/EXTENSION

The City of Bellevue ("City" or "Lessor/Seller") and Premier Sports Village, LLC ("PSV" or "Lessee/Buyer") entered into a Lease Purchase Agreement on or about October 20, 2020 ("Agreement") which is attached hereto as Exhibit "A". The City and PSV further entered into a First Addendum/Extension to the Lease Purchase Agreement on or about March 1, 2022 ("First Addendum") which is attached hereto as Exhibit "B".

WHEREAS, as part of the First Addendum, the term of the Lease expires on 11:59 p.m. on December 31, 2022.

WHEREAS, the parties have had the opportunity to discuss the Agreement and First Addendum, and desire to enter into this Second Addendum/Extension (hereinafter "Second Addendum") which will extend the term of the Agreement as outlined herein.

NOW THEREFORE, the Parties hereto agree as follows:

1. That Paragraph 2 "Term", of the Agreement, as modified by the First Addendum, shall be deleted in its entirety and replaced with the following:

Subject to each and all the covenants, terms and conditions of this Second Addendum and the First Addendum and Agreement not otherwise modified herein, Lessor/Seller hereby leases the Property to Lessee/Buyer to have and to hold the Property until 11:59 p.m. on June 30, 2023 (hereinafter "Extension Term").

2. That Paragraph 10 "Lease Expiration", of the Agreement, as modified by the First Addendum, shall be deleted in its entirety and replaced with the following:

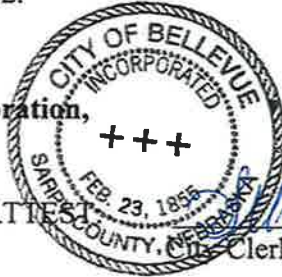
The expiration of this Second Addendum, First Addendum and the Agreement shall occur at 11:59 p.m. on June 30, 2023. Upon expiration, the parties shall proceed to Closing as provided in the Agreement, First Addendum and Second Addendum. If Lessee/Buyer does not provide notice of the option to purchase, the Second Addendum, First Addendum and the Agreement will automatically terminate upon the expiration of the Extension Term. The Parties further agree that should Lessee/Buyer secure funding to purchase the Property prior to the Extension Term and should all steps of closing be completed prior to the Extension Term, the Agreement, First Addendum, and Second Addendum would terminate upon the execution of the purchase of the Property.

WHEREAS, except as amended herein, the terms and conditions of the Agreement dated on or about October 20, 2020 and First Addendum dated on or about March 1, 2022 between the parties remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Addendum to the Agreement on this 30th day of December 2022.

CITY OF BELLEVUE, A Municipal Corporation,
Lessor/Seller

By: 
Rusty Hike, Mayor



ATTEST 
Clerk, Susan Kluthe

PREMIER SPORTS VILLAGE, LLC

Lessee/Buyer

Premier Sports Village LLC

Brandon Schuur
Printed Name

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
7/5/2023

COUNCIL MEETING DATE: July 5, 2023		SUBMITTED BY: Epiphany Ramos, Wastewater and Solid Waste Superintendent	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Agreement between the City of Bellevue and the City of Omaha for Disposal of Yard Waste

SYNOPSIS/BACKGROUND:

The Solid Waste Department is consistently looking for opportunities to stabilize and control solid waste costs, as per best public policy, while ensuring the emphasis for program management is on program sustainability. This Agreement will allow Bellevue to help control costs by utilizing the OmaGro processing facility located inside Bellevue's ETJ. This Agreement also provides, at no extra cost, necessary data to the department that will aide in shaping the program as relates to this solid waste stream.

FISCAL IMPACT?: \$21.32 Per Ton BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: City of Omaha INTERLOCAL AGREEMENT: Yes

CONTRACT DESCRIPTION: Agreement between the City of Bellevue and the City of Omaha for Disposal of Yard Waste

CONTRACT EFFECTIVE DATE: April 1, 2023 CONTRACT TERM: 1 Year Initial Term CONTRACT END DATE: December 1, 2023

PROJECT NAME: _____

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

CIP PROJECT NAME: _____ CIP PROJECT NAME: _____

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

ACCOUNTING DISTRUBUTION CODE: 17 ACCOUNT NUMBER: 6233

RECOMMENDATION:

Approve and Authorize the Mayor to sign the Agreement between the City of Bellevue and the City of Omaha for Disposal of Yard Waste.

ATTACHMENTS:

- | | | |
|--|----------|----------|
| 1. Omaha City Ordinance 43420 | 2. _____ | 3. _____ |
| 4. Agreement between City of Bellevue and City of Omaha for disposal of Yard Waste | 5. _____ | 6. _____ |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

**Agreement between City of Bellevue and City of Omaha
for Disposal of Yard Waste**

This Agreement is made and entered into this day of _____, 2023 (the "Effective Date") by and between the City of Bellevue, Nebraska ("Bellevue"), and the City of Omaha, a Municipal Corporation ("Contractor").

WHEREAS, On September 25, 2017 Bellevue executed its current agreement for Collection, Transfer, and Delivery of Residential Solid Waste, Recyclables, and Yard Waste, as a response to RFP which included in the Scope of Services an outline for a potential partnership with the approved contracted hauler on a Bellevue based and owned recycling and/or composting facility of which the bidding contractors could form a pricing structure to submit with their Proposals; and,

WHEREAS, Bellevue is consistently looking for opportunities to stabilize and control solid waste costs, as per best public policy, while ensuring the emphasis for program management is on program sustainability; and,

WHEREAS, Bellevue wishes to enter into a pilot program that could provide the data needed to develop a plan forward for this municipal waste stream; and,

WHEREAS, Contractor is willing to assist Bellevue by receiving and processing Bellevue's yard waste during this pilot period, sharing key data including tonnages, costs associated, and standard operating procedures, in exchange for the tipping fees that Contractor charges other local municipalities; and,

WHEREAS, Bellevue and Contractor have agreed to the terms of this Agreement for the specified time period until Bellevue has completed this pilot program intended to aide in the development and design of a new yard waste processing plan for Bellevue.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

1. **TERM.** This Agreement shall commence April 1, 2023 and run through December 1, 2023 (the "Initial Term"). This Agreement may be extended for an additional period of one year

upon written consent by both Bellevue and the Contractor prior to the end of the term outlined above (the "Renewal Term" and together with the Initial Term, the "Term"). Should the Agreement be extended for a Renewal Term, the rate starting at the date of the renewal term shall be adjusted to a rate that is amenable to both parties. .

2. **COMPENSATION.** The tipping fee per ton will \$21.32. The tipping fee shall increase by the Consumer Price Index as shown on that attached **Exhibit A**.

3. **PERFORMANCE.**

- a. Contractor shall receive yard waste on the following days and times during yard waste season: Monday through Friday 6:00 a.m. — 6:00 p.m.
- b. Bellevue's yard waste collection season is April 1 through November 30.
- c. Bellevue's solid waste collection contract provides the following holidays, during the yard waste collection season: Memorial Day; Independence Day; Labor Day and Thanksgiving Day. During any week that a holiday is observed on a normal collection day, the Contractor shall receive yard waste during the subsequent Saturday at the above-mentioned times.
- d. Contractor shall be responsible for the processing of all yard waste delivered to the Contractor's Site, the majority of which, shall be ground/chipped and sold as a compost product. The compost processing shall be done in accordance with Federal, State and Local regulations.
- e. Contractor shall be responsible for all tree debris, leaves, garden waste and miscellaneous contaminants that might be found within the loads delivered by Bellevue's solid waste collection contractor. These materials shall be chipped/ground, composted; land applied, and/or utilized in some other agricultural application. All contaminants shall be properly disposed.
- f. Contractor shall be responsible for all labor, equipment, and fuel to properly process Bellevue's yard waste.
- g. Contractor shall be responsible for the certified scaling of all yard waste vehicles disposing of yard waste at the Contractor's Site.
- h. Contractor shall submit a monthly bill, inclusive of scale tickets or other supporting documentation, to the City of Bellevue attention Public Works Director at 1510 Wall

Street, Bellevue, NE 68005. Bellevue shall pay the Contractor on a monthly basis, based on tonnage delivered to the Contractor's Site.

4. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be sent by either certified mail, return receipt requested, postage prepaid or via 2-day delivery by a reputable overnight courier service. Notices shall be delivered to the address specified below. All notices shall be effective upon delivery. Either party may change its notice address upon written notice to the other party. The addresses for notices under this Agreement shall be:

CITY OF BELLEVUE, NEBRASKA

1510 Wall Street
Bellevue, NE 68005
Attn: Director, Public Works

With a copy to:
Epiphany Ramos
Attn: Solid Waste Mgmt. Superintendent

CONTRACTOR:

CITY OF OMAHA, NEBRASKA

1819 Farnam Street, 6th Floor
Omaha, NE 68183
Attn: Public Works Director

With a copy to:
CITY OF OMAHA Solid Waste
5600 So. 10th Street
Omaha, NE 68107

5. **NONDISCRIMINATION.** In accordance with the Nebraska Fair Employment Practice Act, Neb Rev Stat 48-1122, the Parties hereto agree that neither they nor any of their contractors or agents shall discriminate against any employee, or applicant for employment to be employed or others in the performance of this agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or use and enjoyment of the facilities

because of the race, color, religion, sex, disability, political affiliation or national origin of the employee or applicant or user.

6. **DRUG FREE POLICY.** All parties that all Contractors will establish and maintain a drug free workplace policy.

IN WITNESS WHEREOF, this Agreement is entered into by the parties pursuant to resolutions duly adopted by their respective governing boards.

EXECUTED BY BELLEVUE this ____ day of _____, 20____.

ATTEST

CITY OF BELLEVUE, NEBRASKA

City Clerk

MAYOR

APPROVED AS TO FORM:

City Attorney

EXECUTED BY CONTRACTOR this ____ day of _____, 20____.

ATTEST:

CITY OF OMAHA:

City Clerk

MAYOR

APPROVED AS TO FORM:

City Attorney

2022 CPI Increase
 OmaGro
 Yard Waste Disposal Contract
 Consumer Price Index — Urban Wage Earners and Clerical Workers — Midwest - Size
 Class B/C — Series ID - CWURN200SA0
 Dec 2022 – 177.705

CPI Dec of Immediate Past Contract Year - CPI Dec 2022 = CPI Difference

CPI Difference multiplied by 0.75 = Adjusted Difference

CPI 2022 + Adjusted Difference = Adjusted CPI

Adjusted CPI / CPI Year End 2022 = (X) Escalator

(X) * (Original Unit Price) = New Unit price for Entire Current Contract Year

Worksheet		
CPI Dec 2023	CPI Dec 2022	CPI Difference
###.###	- 177.705	= CPID
CPI Difference	Multiplier	Adjusted Difference
CPID	x 0.75	= AD
CPI 2022	Adjusted Difference	Adjusted CPI
177.705	+ AD	ACPI
Adjusted CPI	CPI 2022	Escalator
ACPI	/ 177.705	CPIE
Original Unit Price	Escalator	New Rate
\$21.32	X CPIE	

Data for adjustment extracted from <https://www.bls.gov/data/>

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

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

SUBJECT:

Third addendum between City of Bellevue and Papillion Sanitation

SYNOPSIS/BACKGROUND:

Third Addendum between City of Bellevue and Papillion Sanitation for the reimbursement to the City for the processing and disposal fees of yard waste at Oma-Gro, 15705 Harlan Lewis Rd, Bellevue NE.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and Authorize the Mayor to sign the Addendum between the City and Papillion Sanitation.

ATTACHMENTS:

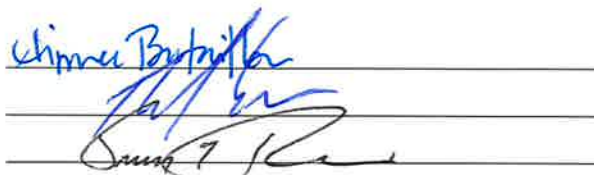
1. <input type="text" value="Third Addendum"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



THIRD ADDENDUM

THIS THIRD ADDENDUM (“Third Addendum”) is made this ____ day of July, 2023 between the City of Bellevue, Nebraska, a municipal corporation (“City”) and Waste Connections of Nebraska, Inc. DBA Papillion Sanitation (“Papillion Sanitation”). This Third Addendum is an addendum to the Collection, Transfer, and Delivery of Residential Solid Waste, Recyclable Materials, Yard Waste Franchise Agreement (“Franchise Agreement”) dated September 25, 2017.

WHEREAS, on July 5, 2022, the City and Papillion Sanitation added Oma-Gro as an approved facility for the collection of yard waste, and the parties wish to address the fees associated with processing and disposal fees at that facility.

NOW THEREFORE, in consideration of the mutual agreement between the parties the parties agree to the following additions, changes, or deletions as set forth below:

The City and Papillion Sanitation mutually agree that the language in Article 7.1 Franchise Fees; Other Fees shall be amended to read as follows:

7.1 Franchise Fee; Other Fees

The City and Papillion Sanitation mutually agree that Papillion Sanitation will reimburse the City for any Processing and Disposal fees for the processing and disposal of Yard Waste, as those terms are defined in the Franchise Agreement, incurred for the processing and disposal of Yard Waste at Oma-Gro, 15705 Harlan Lewis Rd, Bellevue, Nebraska, plus any associated administrative fees. Said reimbursement shall be paid within 30 days of receipt of an invoice from the City, which shall be invoiced in arrears.

IN WITNESS WHEREOF, the Parties have executed this First Addendum as of the date first written above.

CITY OF BELLEVUE, NEBRASKA, a
municipal corporation.

ATTEST:

By: _____
Mayor Rusty Hike

City Clerk

APPROVED AS TO FORM:

City Attorney

PAPILLION SANITATION

By: _____

Name: _____

Title: _____

Date: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
7/5/2023

COUNCIL MEETING DATE: July 5, 2023		SUBMITTED BY: David Goedeken- Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Acquisitions, Permanent and Temporary Easements for 36th Street Improvement Project

SYNOPSIS/BACKGROUND:

Midwest Right-of-Way has provided documentation for the requested acquisitions, easements and cost breakdown for the phase two of 36th street Improvement Project. The complete documentations is available upon request. This is the third request for acquisitions and easements. This is an 80/20 split with NDOT.

FISCAL IMPACT:: \$11,480.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

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: 36th Street Improvement Project		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: ROW Acquisition 36th Street	CIP PROJECT NAME: ST23(5)	
STREET DISTRICT NAME (S): 36th St.- Sheridan Rd to Platteview	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRUBUTION CODE: 10-15	ACCOUNT NUMBER: 6243	

RECOMMENDATION:

Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project.

ATTACHMENTS:

1. Letter from Midwest Right of Way
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



MIDWEST
R | O | W

midwestrow.com

June 14, 2023

City of Bellevue Public Works
c/o Matt Knight
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street, Sheridan to Platteview
Project #MAPA-3773(1)
Control #22288
Tract #B2

Dear Mr. Knight:

Enclosed are two (2) executed copies of the Purchase Agreement, and one (1) each of the Warranty Deed and Permanent Easement for Tract B2, William and Cynthia Schneekloth. The authorized representative of the City of Bellevue will need to sign both copies of the Purchase Agreement. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Warranty Deed and Permanent Easement need to be recorded at the Sarpy County Register of Deeds' office. The original, recorded documents should be kept in the completed file.

Please send an original executed Purchase Agreement, a copy of the recorded document(s), and a check in amount of \$11,480.00 made payable to:

**William F. and Cynthia A. Schneekloth
15706 Dyson Hollow Road
Bellevue, NE 68123**

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

Sincerely,

A handwritten signature in cursive script, appearing to read 'Chris Wayne'.

Chris Wayne
Acquisition Agent

Enclosures

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
7/5/2023

COUNCIL MEETING DATE: 07/05/2023		SUBMITTED BY: Capt. Tim Melvin	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Agreement with UNMC Forensic Lab

SYNOPSIS/BACKGROUND:

Douglas County Crime Lab currently tests our narcotics evidence, but due to staffing they will not be doing it starting July 1, 2023. UNMC Forensic Lab will do our testing in the future, but require an agreement to be signed.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: UNMC Forensic Lab Agreement

CONTRACT EFFECTIVE DATE: 07/05/2023 CONTRACT TERM: 1 year CONTRACT END DATE: 07/05/2024

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:

Sign agreement with UNMC Forensic Lab

ATTACHMENTS:

- UNMC Agreement and Fee Schedule
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Simon Bataillon
[Signature]
[Signature]

**AGREEMENT BETWEEN UNIVERSITY OF NEBRASKA MEDICAL CENTER,
AND THE CITY OF BELLEVUE**

This Agreement is made and entered into as of the dates indicated below, by and between the City of Bellevue, a political subdivision of the State of Nebraska (“City”) and the Board of Regents of the University of Nebraska, a public body corporate, for and on behalf of the University of Nebraska Medical Center (“UNMC”) (collectively, “Parties”).

RECITALS

WHEREAS, the City, through the Bellevue Police Department, requires that certain forensic and crime lab testing be available and timely completed so that it can perform its statutory law enforcement functions; and

WHEREAS, UNMC has the ability and desire to perform certain forensic and crime lab services; and,

WHEREAS, the City and UNMC desire to use inter-governmental cooperation in the interest of efficiency, independence, and professionalism; and,

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth the respective rights, duties, and obligations.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties agree as follows:

**SECTION ONE
PURPOSE**

The purpose of this Agreement is to specify the duties and responsibilities of the Parties hereto to effectuate timely completion of forensic and crime lab services by UNMC to independently conduct testing to allow the City to better serve the citizens of the City of Bellevue, Nebraska.

**SECTION TWO
TERM OF CONTACT**

1. This Agreement shall be in full force and effect from and after the date last signed by the Parties hereto for a period of one (1) year. The Agreement may be extended upon the mutual written agreement of the Parties, for up to three (3) additional one (1) year terms.
2. A Party may terminate this Agreement at any time to be effective thirty (30) days after written notice to the other Party; provided however, that the indemnities provided under Section 6(k) of this Agreement shall survive such termination.

SECTION THREE
SPECIFIC SERVICES, DUTIES, AND RESPONSIBILITIES

Duties, Specific Services and Responsibilities of UNMC.

1. Provide equipment, facilities, and all lab work for chemical testing and other forensic testing that UNMC is qualified and capable of performing. Any such testing will be done in a timely manner and in accordance with generally accepted practices.
 - a. Store evidence in a secure area while being processed and until transferred to the Bellevue Police Department personnel for pick up.
2. Provide and train personnel as necessary to perform forensic services as determined by UNMC exercising professional judgment. All personnel used for testing and for chain of custody for all times remain under the management and control of UNMC.
3. Process evidence in reliance upon the assumption that the evidence was collected and packaged in accordance with the Bellevue Police Department's packaging guidelines.
4. Provide a usual turnaround time between five (5) to seven (7) business days. It is understood that in some instances that such tests must be done on a rush basis, UNMC will strive to accommodate the request and will charge an additional fee. Tests to be done on an expedited basis will be performed in a usual turnaround time of twenty-four (24) hours. UNMC will notify the Bellevue Police Department via email and/or phone when testing is complete and samples are ready for pickup. Provide detailed billing on a monthly basis for services performed.

Duties, Specific Services and Responsibilities of the City.

1. Package all evidence in a manner consistent with approved packaging guidelines and chain of custody protocol.
2. Transport evidence to UNMC for testing and in a timely manner and pick up evidence in a timely manner after UNMC has indicated testing is completed.
3. The City will be billed at the rates shown in Attachment A and agrees to remit payment to UNMC within thirty (30) days of the date of the invoice.

SECTION FOUR
REPORTING, MAINTENANCE OF RECORDS

UNMC will provide the City with written findings upon completion of any forensic testing performed. All records, reports, and documents concerning the performance of services by one Party will be appropriately recorded and securely maintained in accordance with that Party's records reporting directive and the State Records Retention Act. Should testimony be required, the Parties will cooperate and work with each other to provide such additional services for an additional fee.

SECTION FIVE
MUTUAL OBLIGATIONS AND DUTIES OF THE PARTIES

The Parties agree to do the following:

1. To maintain records and accounts, including property, personnel, and financial records related to the services performed under this Agreement in accordance with applicable records retention policies; and
2. To make such records and accounts reasonably available for audit purposes to the appropriate representatives of the other Party.

SECTION SIX
GENERAL PROVISIONS

1. **Independent Contractors.** It is agreed that nothing contained herein is intended to or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that the City, UNMC or their respective personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other Party for any purpose whatsoever. Neither Party, nor its respective personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other Party. The Parties shall not provide any insurance coverage to the other Party or the other Party's employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries, and other amounts due its respective 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. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any

such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party, its officers, employees, agents, contractors, or servants shall in no way be the responsibility of the other Party. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

2. **Nondiscrimination.** The Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, they will not 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 the race, color, religion, sex, disability, political or religious opinions, affiliations or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
3. **Captions.** Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
4. **Applicable Law and Venue.** Parties to this Agreement shall conform with all existing and applicable county rules, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Lancaster County and for any federal legal proceeding in the United States District Court for the State of Nebraska.
5. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.
6. **Amendments.** This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
7. **Assignment.** None of the Parties may assign its rights under this Agreement without the express prior written consent of the other Party.
8. **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.

9. **Waiver.** Failure or delay by any Party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing and signed by an authorized representative of 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 either 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.
10. **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.
11. **Indemnification.** To the extent permitted by applicable law, each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party or its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand, or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. These Indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law. The provisions of this section shall survive expiration or termination of this Agreement.
12. **No Third Party Rights.** This Agreement is not intended to, nor shall it provide third parties, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that, to the extent permitted by applicable law, this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents, and servants.
13. **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 named individuals shall be the authorized representatives of the Parties:

- A. Name: Ken Clary
Title: Chief of Police
Address: 1510 Wall Street
Phone: (402) 293-3100
- B. University of Nebraska Medical Center
Attn: Assistant Vice Chancellor for Business and Finance Services
985070 Nebraska Medical Center
Omaha, NE 68198-5070

Notice shall be in writing and shall be effective upon receipt. 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 overnight courier.

14. **Public Employer Contract Provision – Neb. Rev. Stat. § 4-114(2).** Pursuant to and in order to be in compliance with Neb. Rev. Stat. § 4-114(2), both Parties hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
15. **Equal employment opportunity clause.** The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
16. **Public Benefits - Neb. Rev. Stat. §§ 4-108 - 113.** Neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation requirements of Neb.Rev.Stat. §§ 4-108 - 113.
17. **Drug-Free Workplace.** Both Parties certify that each maintains a drug-free workplace environment to ensure worker safety and workplace integrity.
18. **Excluded/Debarred Contractors.** Each Party certifies that it has not been debarred, suspended, or declared ineligible as defined in the Federal

Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Each Party also certifies that neither it nor its partners, directors, officers, employees, licensees, subcontractors or agents have been excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification during the term of the Agreement and each Party shall immediately notify the other Party of any change in the status of the certification and warranty set forth in this section. If a Party becomes excluded from federal healthcare program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by the other Party. If any partners, directors, officers, employees, licensees, subcontractors, personnel or agents of a Party become excluded from federal healthcare program participation, such individual shall be removed from participating in this Agreement immediately. Failure by a Party to remove such excluded individual immediately shall provide the other Party the right to terminate the Agreement immediately for cause.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

THE CITY OF BELLEVUE,

By: _____ Date: _____
Mayor Rusty Hike

ATTEST:

_____ Date: _____
Susan Kluthe
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Aimee Bataillon
City Attorney

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By: _____

Name: _____ Date: _____

Acknowledged by:

_____ Joseph D. Khoury, M.D.

Nebraska Public Service Laboratory Fee Schedule 2023

Test Description	Test Code	Charge
Blood Alcohol Testing: Analyze percentage blood alcohol by GC/MS (not ISO/IEC 17025)	BAT	\$124.00
Controlled Substance Assessment		
Level 1: Powder/Crystalline material identification by FTIR	CSA1	\$45.00
Level 2: Identification by GC/MS	CSA2	\$62.00
Methamphetamine Purity: Analyze percent purity of methamphetamine by LC-MS/MS	PPT	\$82.00
Pill identification	PID	\$12.00
Priority Processing: Identification (not purity) in 24 hours from receipt- Additional charge	RUSH	\$25.00
THC Assessment		
Organic extraction and detection (oils/waxes)	PEE	\$45.00
Organic extraction and detection (edibles)	CSA2	\$62.00
Marijuana vs. Hemp determination (ratio method)	CSA2	\$62.00
Court Testimony, Deposition and/or Consultation		
Technician		\$75.00 / hr
Laboratory Director		\$150.00 / hr
Travel Expenses Reimbursed at State Rates		

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: July 5, 2023		SUBMITTED BY: Legal Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Memorandum of Understanding with Bellevue University regarding traffic control

SYNOPSIS/BACKGROUND:

The proposed Memorandum of Understanding seeks to establish the terms of Bellevue Police Department's provision of pedestrian and vehicular traffic control during highly attended events at Bellevue University facilities.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Memorandum of Understanding with Bellevue University

ATTACHMENTS:

1. <input type="text" value="Memorandum of Understanding"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Simon Byrd Miller

[Signature]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into and effective as of the last date set forth on the signature page attached hereto, by and between the City of Bellevue, Nebraska, a municipal corporation ("City") and Bellevue University, a Nebraska non-profit corporation ("University") (each a "Party" and collectively, the "Parties"), for the purpose of setting forth the Parties' agreement regarding traffic control in the City during highly attended events on University property.

WHEREAS, the University hosts some events that have the potential to draw a significant number of attendees, thereby creating the potential for a substantial amount of pedestrian and vehicular traffic;

WHEREAS, the City provides certain measures to ensure the safe and orderly flow of pedestrian and vehicular traffic depending on the areas and times of need. Such measures include but are not limited to pedestrian crosswalks, traffic lights, street signage, and police presence and/or assistance with traffic control; and

WHEREAS, the City and the University desire to coordinate appropriate traffic control measures at highly attended events.

NOW, THEREFORE, in consideration of the above recitals and the mutual agreements set forth herein, the parties agree as follows:

1. Definitions. For purposes of this MOU, the following definitions shall apply:
 - a. "Highly Attended Event" shall mean an event at a facility or on property owned by the University that the University reasonably anticipates will draw 600 or more attendees.
 - b. "Traffic Control Measure(s)" shall mean measures available to and/or utilized by the City to ensure the safe and orderly flow of pedestrian and vehicular traffic at Highly Attended Events. Such measures include but are not limited to pedestrian crosswalks, traffic lights, street signage, and police presence and/or assistance with traffic control.
2. Notice. No later than the seventh (7th) calendar day prior to a Highly Attended Event, the University will notify the City of the date, time, duration, location and anticipated number of attendees of the event.
3. Traffic Control Measures. Upon receipt of the notice in numbered paragraph 2 herein, the City will evaluate and determine, in its sole discretion, the necessary Traffic Control Measures for the Highly Attended Event. If the City decides that police presence is a necessary Traffic Control Measure for the event, the Bellevue Police Chief or his/her designee shall have absolute discretion to determine the number of officers assigned to provide police presence, the locations to which they are assigned, and the duration of their assignments. The City expressly reserves the right to withdraw any police officer from such an assignment in the event of an emergency, as solely determined by the City.

4. Notice. Any notice or communication required pursuant to this MOU shall be sufficiently given if delivered in person, by electronic mail, or by certified mail, return receipt requested, to the following:

If to the City: Ken Clary
Chief of Police
Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005
ken.clary@bellevue.net

If to the University: Dr. Mary Hawkins
Bellevue University
1000 Galvin Road South
Bellevue, NE 68005
mhawkins@bellevue.edu

5. Amendment or Cancellation of this MOU. This MOU may be amended or modified at any time in writing by mutual consent of both Parties.
6. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Nebraska and the City of Bellevue, Nebraska.
7. Assignment. Neither Party to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.
8. Entire Understanding. This MOU constitutes the entire understanding of the parties pertaining to the matters specifically contemplated hereunder at this time.

City of Bellevue

Bellevue University

By: _____
Rusty Hike, Mayor

By: _____
Dr. Mary Hawkins, President

Date: _____

Date: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
7/5/2023

COUNCIL MEETING DATE: July 5, 2023		SUBMITTED BY: Dave Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Agreement with Thiele Geotech Inc.

SYNOPSIS/BACKGROUND:

Agreement with Thiele Geotech Inc. for testing services for the Bellevue Library renovation.

FISCAL IMPACT?: \$12,169.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Thiele Geotech Inc.	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: Bellevue Library renovation project		
START DATE:	END DATE:	PAYMENT DATE: INSURANCE REQUIRED:
CIP PROJECT NAME:	CIP PROJECT NAME: CIPLI23(01)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER: 10-40-7033	

RECOMMENDATION:

Approve and Authorize the Mayor to sign the proposal between the City of Bellevue and Thiele Geotech Inc.

ATTACHMENTS:

1. Proposal
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Alma Batillon
[Signature]
[Signature]

**Proposal for Material Testing Services
Bellevue Public Library Professional Center
1510 Wall Street
Bellevue, Nebraska
June 28, 2023**

Thiele Geotech, Inc. is pleased to submit our proposal for material testing services for the referenced project. The following sections detail services that may be provided. A listing of applicable unit rates is attached in Exhibit A and the contract terms are attached in Exhibit B.

SCOPE OF SERVICES – MATERIALS TESTING

Material testing on this project may consist of the following services:

1. Observation of site stripping and proof-rolling
2. Compaction tests on structural fill and backfill
3. Compaction tests on pavement subgrades
4. Test concrete materials and make cylinders
5. Appurtenant laboratory tests on soil and concrete
6. IBC special inspections on foundations, reinforcing steel, structural steel, and structural masonry
7. Engineering consultation, reports, and project management

Test procedures, requirements, frequency, and locations will be as set forth in the plans and specifications or as directed by the Architect/Engineer or field representative. Testing will be conducted on an "on-call" basis.

ESTIMATED COST & BILLING

Material testing services will be billed at the unit rates listed in Exhibit A. Any tests not listed will be billed at our normal fee schedule rates in effect at the time of the test. Based on the number of tests in Exhibit A, the total cost for testing services is estimated at \$12,169. This cost estimate is not intended as a not-to-exceed or lump-sum cost. The number of tests performed is highly dependent upon numerous factors beyond our control, including weather conditions, the contractor's schedule and performance, and the amount of discretionary testing requested. Consequently, the actual cost may be higher or lower than the estimated cost. We will bill only for the tests actually performed, and not on any lump sum or minimum cost basis.

EXHIBITS

- Exhibit A - Unit Rate Schedule
- Exhibit B - General Conditions

THIELE GEOTECH, INC.

By:  _____

Robert E. Matlock, SVP

13478 Chandler Road

Omaha, Nebraska 68138-3716

402/556-2171 Fax 402/556-7831

CLIENT: _____

By: _____ Date: _____

Name: _____

Address: _____

City, State: _____

Email: _____

COST ESTIMATE
Bellevue Public Library Professional Center

Description	Estimated Quantity	Unit Rate	Estimated Cost
Grading			
Compaction Test (ea.)	4.0	50.00	200.00
Trip Charge - Zone 1 Metro Area (/trip)	2.0	80.00	160.00
Utilities			
Compaction Test (ea.)	8.0	50.00	400.00
Trip Charge - Zone 1 Metro Area (/trip)	4.0	80.00	320.00
Paving and Sidewalks			
Compaction Test (ea.)	8.0	50.00	400.00
Trip Charge - Zone 1 Metro Area (/trip)	4.0	80.00	320.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" Cyl)	4.0	110.00	440.00
Compressive Strength of Cylinder (ea.)	16.0	24.00	384.00
Trip Charge - Zone 1 Metro Area (/trip)	6.0	80.00	480.00
Foundations			
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" Cyl)	4.0	110.00	440.00
Compressive Strength of Cylinder (ea.)	16.0	24.00	384.00
Trip Charge - Zone 1 Metro Area (/trip)	6.0	80.00	480.00
Slab on Grade			
Compaction Test (ea.)	4.0	50.00	200.00
Trip Charge - Zone 1 Metro Area (/trip)	2.0	80.00	160.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" Cyl)	2.0	110.00	220.00
Compressive Strength of Cylinder (ea.)	8.0	24.00	192.00
Trip Charge - Zone 1 Metro Area (/trip)	3.0	80.00	240.00
CMU Walls			
Cast Grout Prisms (set of 4) (/set)	3.0	110.00	330.00
Compressive Strength of Cube (ea.)	12.0	32.50	390.00
Trip Charge - Zone 1 Metro Area (/trip)	5.0	80.00	400.00
Slab on Metal Deck			
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" Cyl)	1.0	110.00	110.00
Compressive Strength of Cylinder (ea.)	4.0	24.00	96.00
Trip Charge - Zone 1 Metro Area (/trip)	2.0	80.00	160.00
Special Inspections			
Special Inspector (/hr.)	12.0	102.00	1,224.00
Trip Charge - Zone 1 Metro Area (/trip)	4.0	80.00	320.00
Structural Steel Inspector (/hr.)	6.0	108.00	648.00
Trip Charge - Zone 1 Metro Area (/trip)	4.0	80.00	320.00
Miscellaneous			
Senior Project Engineer (/hr.)	10.0	208.00	2,080.00
Standard Proctor (ea.)	1.0	215.00	215.00
Modified Proctor (ea.)	1.0	240.00	240.00
Atterberg Limits (/set)	2.0	108.00	216.00
		Total	12,169.00

GENERAL CONDITIONS

1. SCOPE OF WORK: Thiele Geotech, Inc. (including its officers, directors, employees and subconsultants, hereafter referred to as TG) shall perform the services described in the contract and shall invoice the client for those services at the Fee Schedule rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, the scope of services may change. TG will provide additional services at the contract Fee Schedule rates.

2. ACCESS TO SITES, PERMITS, AND APPROVALS: The client shall furnish TG with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.

3. UTILITIES: In the performance of its work, TG will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to hold TG harmless and indemnify TG for any claims, payments, or other liability, including attorney fees, incurred by TG for damage to any privately owned subsurface utilities or structures which are not correctly identified to TG.

4. UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the client to advise TG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by TG. If TG observes or suspects the existence of hazardous materials during the course of providing services, TG may, at its option, suspend further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TG, TG may, at its option, terminate this contract. It is understood and agreed that TG does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.

5. REPORTS AND INVOICES: TG will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client. TG may submit invoices to the client monthly and upon completion of services. Payment is due upon presentation of invoices and past due 30 days from the invoice date. Client agrees to pay a finance charge on past due invoices of 1.25 percent per month, but not exceeding the maximum rate allowed by law.

6. OWNERSHIP OF DOCUMENTS: All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test.

8. CONFIDENTIALITY: TG will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. TG will not disclose such information without the client's consent except to the extent required for; 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of TG against claims or liabilities arising from performance of services under this contract. TG's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. TG's technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.

9. STANDARD OF CARE: Services performed by TG under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing

under similar conditions. No other warranty, express or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that TG does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by TG, and that the data, interpretations, and recommendations of TG are based solely upon the data available to TG. TG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

10. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards, and benefits to both the client and to TG, the risks have been allocated such that the client agrees to limit TG's liability to the client and all other parties claiming to have relied on TG's work provided through the client to \$50,000 or TG's total fee for services rendered on this project, whichever is greater. This limitation of liability is a business understanding between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action except for willful misconduct or gross negligence.

11. CONSEQUENTIAL DAMAGES: Neither party, including their respective contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages. This mutual waiver of consequential damages shall include, but is not limited to: loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

12. CLAIMS: Client agrees that any claim for damages filed against TG by Client or any contractor or subcontractor hired directly or indirectly by Client will be filed solely against TG or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part. All claims by Client shall be deemed relinquished unless filed within one year after substantial completion of TG's services under this agreement.

13. TERMINATION: This contract may be terminated by either party upon 7 days prior written notice. In the event of termination, TG shall be compensated by client for all services performed up to and including the termination date and for the completion of such services and records as are necessary to place TG's files in order and/or protect its professional reputation. If either party terminates this contract, these General Conditions shall survive termination and shall remain enforceable between the parties.

14. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during or following this project, the client and TG agree that all disputes between them arising out of or related to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The client and TG also agree to include a similar mediation provision in all agreements with independent contractors and consultants thereby providing for mediation as the primary method for dispute resolution for all parties on the project.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TG's services.

16. ASSIGNMENT: Neither party under this contract may transfer or assign any rights under or interests in this contract without the prior written consent of the other party.

17. PROVISIONS SEVERABLE: In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16j.
7/5/2023

COUNCIL MEETING DATE: 07/05/2023		SUBMITTED BY: Fire Chief Perry Guido		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Approve the inter-local agreement between Eastern Sarpy Suburban Fire District and the City of Bellevue Ne.

SYNOPSIS/BACKGROUND:

The amended Interlocal Agreement with Eastern Sarpy Suburban Fire District contains some clean up language but most notably strengthens the language pertaining to outstanding balances. The amended agreement also outlines steps that the Eastern Sarpy Suburban Fire District shall take to cover any indebtedness after the end of the fiscal year.

FISCAL IMPACT: 0 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: see above

CONTRACT EFFECTIVE DATE: 07/05/2023 CONTRACT TERM: two years CONTRACT END DATE: 07/05/2025

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:

Approve and authorize the Mayor to sign the amended Interlocal Agreement with Eastern Sarpy Suburban Fire District.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Kimberly Bataillon
[Signature]
[Signature]

AMENDED
AGREEMENT FOR FIRE AND EMERGENCY SERVICES
PURSUANT TO THE NEBRASKA INTERLOCAL COOPERATION ACT
EASTERN SARPY COUNTY SUBURBAN FIRE PROTECTION DISTRICT
AND
THE CITY OF BELLEVUE

THIS AMENDED AGREEMENT is entered into as of the last date of execution below by and between the EASTERN SARPY COUNTY SUBURBAN FIRE PROTECTION DISTRICT, a Suburban Fire Protection District and political subdivision of the State of Nebraska, organized and existing pursuant to the Laws of the State of Nebraska (hereinafter called "Eastern Sarpy"), and the CITY OF BELLEVUE, NEBRASKA, a Municipal Corporation and political subdivision of the State of Nebraska, organized and existing pursuant to the Laws of the State of Nebraska (hereinafter called "City"). The parties hereby amend the prior Agreement that was entered into on July 23, 2012 by the changes made herein and this Amended Agreement shall supersede all prior agreements of the parties.

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. Sections 13-801 through 13-827, enables separate political subdivisions of the State to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities; and

WHEREAS, said Act specifically allows that any powers, privileges, or authorities exercised by any single agency or political subdivision of the State may be exercised and enjoyed jointly with any other such subdivision; and

WHEREAS, Neb. Rev. Stat. Sections 18-1706 to 18-1709, as amended, permit political subdivisions to share or contract for services, equipment, and facilities for uses including fire protection and prevention, and to provide personnel for the same; and Neb. Rev. Stat. Section 13-303 provides for sharing or contracting for ambulance services by political subdivisions; and Section 35-513 of the same permits Suburban Fire Protection Districts and cities to contract for cooperating and sharing fire prevention and protection services; and

WHEREAS, acting through their governing bodies, Eastern Sarpy and the City wish to continue a cooperative use of equipment, facilities, personnel and procedures to enhance public safety and its efficient administration within their respective areas, and particularly to have the City perform fire and emergency medical services for Eastern Sarpy.

IT IS, THEREFORE, AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

1. **GENERAL PURPOSE:** In consideration of these mutual promises, in order to provide for improving the public safety and welfare, Eastern Sarpy and the City hereby agree that Eastern Sarpy will pay a proportionate share of the City's Fire Department costs, and the City will provide fire protection and emergency medical services, and other related and support services for persons and property within Eastern Sarpy, all as more particularly described below.
2. **DURATION:** This Amended Agreement shall commence immediately upon the execution hereof by the parties and have a duration of two (2) years. At the end of the two-year term, the Amended Agreement shall automatically renew for additional terms of three (3) years. Either party, however, may terminate this Amended Agreement at any time, upon providing the other party with 180 calendar day written notice. The duration of this Amended Agreement also be automatically terminated pursuant to the DEFAULT clause stated herein.

3. **NO SEPARATE ENTITY:** This Amended Agreement does not create a separate legal or administrative entity under Neb. Rev. Stat. Section 13-804(3). No other person or entity is a party to this Amended Agreement, either directly or as a third party beneficiary.
4. **SERVICES PROVIDED:** The City shall provide fire suppression, emergency medical response and transportation, fire inspections and other related support services for Eastern Sarpy throughout the area of Eastern Sarpy to the same extent and quality as provided for in the City (except as otherwise detailed in this Amended Agreement). The City will maintain staffing levels in response to emergency calls in the Eastern Sarpy jurisdiction to the same extent as maintained in response to emergency calls within the City limits. It is understood by the Parties that emergency response times in the Eastern Sarpy jurisdiction will vary compared to those in the City limits based upon the location of existing facilities in the City and in Eastern Sarpy.
5. **PAYMENT TO CITY FOR SERVICE:** Eastern Sarpy and the City agree that the net operating costs to be paid as provided in this Agreement shall be sufficient to cover all direct expenses associated with providing comprehensive fire and emergency medical treatment and transportation services including, but not limited to, fire equipment, staffing, supplies, services, maintenance and communications. Eastern Sarpy and the City further agree that the level of service required by this Agreement shall be equal within the City and Eastern Sarpy and that neither party is subsidizing the other's cost of providing fire and emergency service. To that end, the tax levy necessary to fund all said expenses shall be identical for Eastern Sarpy and the City, unless said levy exceeds the amount allowed by law for fire protection districts. In such case, Eastern Sarpy shall levy the statutory maximum, and pay all receipts to the City, except for receipts necessary for administrative costs and reserves for Eastern Sarpy.
6. **ADJUSTMENTS IN OPERATING COSTS:** Eastern Sarpy and the City acknowledge that due to their differing fiscal years, and anticipated variances between the City Fire Department's planned budget expenses and its actually incurred expenses, adjustments in the form of deficits or credits will be necessary. Such adjustments shall be made at the end

of the City's fiscal year and applied to Eastern Sarpy's next fiscal year. Any variance between a subject year shall be reconciled the next fiscal year using the following method: After a City fiscal year is completed and the audited actual and direct expenditures and receipts of the City Fire Department are available, a comparison will be made of the planned budgeted expenses and the actual incurred expenses and receipts for that year. Any variance will create a required adjustment to Eastern Sarpy's share of expenses for that completed year. The adjustment will be calculated by dividing the amount of the variance by the total City Fire Department budgeted expenses for that same year, creating a Ratio for that subject year. That Ratio will be applied to Eastern Sarpy's share of expenses for the completed year, resulting in a credit given to the Eastern Sarpy by the City if the actual expenses are less than budgeted, or an additional payment to be made to the City by Eastern Sarpy if the actual expenses are more than budgeted. Such adjustment shall be applied to the next fiscal year. (E.g., at the end of Year 1 the variance is calculated and the adjusted amount determined. The adjustment shall be applied to Year 3, to allow time to properly budget for said adjustment. Any adjustment at the end of Year 2 shall be applied to Year 4 should the duration of the Amended Agreement continue, etc.). Should the Amended Agreement end, expire, or be terminated for any reason, if any amounts are due and owing to the City by Eastern Sarpy, Eastern Sarpy shall pay all amounts due and owing within 180 calendar days of the end, expiration, or termination of this Amended Agreement. Eastern Sarpy's annual cost shall be reduced proportionally to any reduction in total taxable valuation in the Eastern Sarpy due to annexations of the Eastern Sarpy territory by the City. Such a reduction, if any, will be calculated using such annexation value losses but also adding new value gains, due to new development in the Eastern Sarpy's jurisdiction. Furthermore, if at the time of annexation Eastern Sarpy has any outstanding bonded indebtedness, then the City shall pay Eastern Sarpy a lump sum equal to the payoff amount of the bond as of the effective date of annexation, times the taxable value of the property annexed out of Eastern Sarpy, divided by the taxable value of Eastern Sarpy just prior to the annexation.

7. **DEFAULT AND BONDING REQUIREMENT:** Eastern Sarpy understands and agrees that all sums due and owing to the City pursuant to the Amended Agreement shall be paid to the City. The parties understand that due to the timing of the parties' respective fiscal years, there may be periods in which Eastern Sarpy owes sums to the City and is delinquent in said payments, specifically for the fourth quarter of payments in any given fiscal year. The parties understand that Eastern Sarpy's fiscal year ends June 30th of each year. Eastern Sarpy agrees that all payments to the City for the fiscal year shall be paid in full by December 31 of the same year. (I.e. if Eastern Sarpy has an outstanding balance of \$150,000 that was due in June 2023, they shall pay that outstanding balance no later than December 31, 2023 to the City). Should payment not be received by December 31st, this Amended Agreement shall automatically terminate, unless otherwise mutually agreed to between the parties. Eastern Sarpy further agrees that should money still be owed to the City after their fiscal year end and if they are not able to fully cover the amounts owed to the City for said respective fiscal year, they **shall** take all steps necessary to issue bonds to cover said indebtedness plus an additional amount to cover the projected indebtedness for one additional year.
8. **BONDED INDEBTEDNESS:** During the term of this Amended Agreement, in addition to the requirements of Paragraph 5, Eastern Sarpy shall continue to assume financial responsibility for any current capital bonded indebtedness in addition to any future capital improvement bonds issued as a consequence of this Amended Agreement. The City shall be responsible for maintaining, replacing, and repairing all current and future buildings, equipment, rolling stock and real property, whether owned by or held in the name of Eastern Sarpy or the City, including the capital improvements that may be funded by Eastern Sarpy by agreement of the parties in separate addendum as may become applicable. . Should the City determine that it needs to issue bonds to fund capital improvements for the Fire Department, in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) or less, then Eastern Sarpy shall issue bonds, in a proportionate amount equal to the ratio of the taxable property value of Eastern Sarpy with the total taxable value of the City and

Eastern Sarpy. If the City determines that it needs to issue bonds to fund such capital improvements in an amount exceeding One Million Five Hundred Thousand Dollars (\$1,500,000.00), then the City shall request Eastern Sarpy to also issue bonds to fund said improvements, in a proportionate amount equal to the ratio of the taxable property value of Eastern Sarpy with the total taxable value of the City and Eastern Sarpy. If Eastern Sarpy fails to issue said bonds, then the City may issue the full amount necessary to fund the capital improvements with no share paid by Eastern Sarpy. Neither City nor Eastern Sarpy shall issue bonds to fund capital improvements exceeding One Million Five Hundred Thousand Dollars (\$1,500,000.00) without first obtaining approval of the governing body of the party desiring to issue such bonds. It is the intention of the parties that in the spirit of mutual cooperation, Eastern Sarpy's refusal to issue said bonds shall not be done without thoughtful consideration of its obligation to provide services to its citizens. Under no circumstances does this Amended Agreement require either party to issue bonds in excess of its statutory authority to do so. In consideration of the foregoing agreement concerning Eastern Sarpy's funding of capital improvements, the City agrees that all monetary obligations heretofore owed to the City are considered paid in full as of the date first written above.

9. **BILLING TO OTHERS:** During the term of this Amended Agreement, the City may collect fees from persons in Eastern Sarpy for rescue services provided, as set forth above, in accordance with the fees established by City ordinance as it shall be amended from time to time, which shall be billed and collected by the City or City's contractor. Fees for rescue services collected by the City or its contractor hereunder are separate charges to those individuals receiving such services, are credited as income to the City and are not considered payment to the City pursuant to the terms of Paragraph 5 above. All fees collected shall reduce the total operating expenses for the Fire Department, resulting in a proportionate reduction of net operating costs to the City and Eastern Sarpy for such fiscal year. All monies received for burn permits, and code enforcement within Eastern Sarpy shall be credited to Eastern Sarpy.

10. **OTHER FINANCIAL RESPONSIBILITIES:** During the term of this Amended Agreement, in addition to the other requirements of this Amended Agreement, Eastern Sarpy shall continue to assume financial responsibility for any current capital bonded indebtedness. The City shall be responsible for reasonably maintaining, replacing, and repairing all current and future buildings, equipment, rolling stock and real property, which are currently owned by or held in the name of the Eastern Sarpy, including the capital improvements funded by Eastern Sarpy.
11. **BUDGETING:** Both the City and Eastern Sarpy shall continue to budget separately. Both shall continue to fund and finance their operations separately. However, the City shall provide written notice to the Chair of Eastern Sarpy of the City's annual budget hearing, with a copy of the proposed fire budget, at least twenty days prior to said hearing. Members of the Eastern Sarpy Board and taxpayers of Eastern Sarpy shall have the opportunity to speak at the City's public budget hearing regarding the proposed fire budget.
12. **LIABILITY AND INSURANCE:** The City shall provide reasonably adequate self-insurance for the equipment and rolling stock used in the performance of this Amended Agreement. The City shall maintain, at its option, insurance or self-insurance to provide public liability protection and such indemnity.
13. **INTERLOCAL AGREEMENT COORDINATION:** This Amended Agreement shall be administered primarily through Eastern Sarpy's Chairperson, and the City's Fire Chief. The City Fire Chief shall be reasonably available to consult with the Eastern Sarpy Board and/or its representatives to discuss performance of this Agreement.
14. **FIRE INVESTIGATION AND INSPECTION:** The fire investigators and building inspectors from the Nebraska State Fire Marshal's Office shall be called on to perform investigations and building inspections, when such investigation or inspection is necessary, as determined by the City Fire Chief or his/her designee.
15. **OPEN BURN PERMITS.** The City Fire Chief or designee shall issue open burn permits within the jurisdiction of Eastern Sarpy, subject to the terms set out below, and consistent with all state statutes, rules, and regulations.

- a. The City Fire Chief shall use the Open Burn Permit Form prescribed by the Nebraska State Fire Marshall.
- b. At least one adult must be supervising the burn at all times, remaining in the immediate area until the fire is extinguished.
- c. Wind speeds and forecasted wind speeds may not exceed 10 miles per hour during the open burn.
- d. Wind direction will not blow smoke or ashes across public or private roads or highways, creating a hazard to traffic.
- e. Wind direction will not blow smoke or ashes into any neighbor's house, apartment, or any neighboring building occupied by one or more persons.
- f. The open burn must be a minimum of 20 feet from any structure, trees, vegetation or other materials which may catch fire from hot embers.
- g. An Open Bum Permit is valid from 8:00 a.m. to 7:00 p.m. on the day stated on the Permit.
- h. A request for an Open Burn Permit should be made at least 2 days in advance of the planned burn.
- i. The burn pile may only contain straw, hay, leaves, brush, or untreated lumber.
- j. The burn pile is to contain only items from the immediate real property, and cannot contain tires, waste petroleum products, building construction waste materials, wire insulation, or any items prohibited by the Nebraska Department of Environmental Quality Title 129 Chapter 30.
- k. An officer from the Bellevue Fire Department must inspect the burn pile prior to and during a burn.
- l. The fire must be completely out and not likely to rekindle before the person responsible for the open bum leaves the bum site.
- m. Every precaution must be taken by the person responsible for the open burn to prevent the fire from spreading, including a garden hose or other water supply nearby.

- n. The person responsible for the open burn shall call 9-1-1 if the fire grows or spreads beyond control.
 - o. The City Fire Chief has sole and complete discretion to issue open burn permits, and may consider other factors than those stated in Subparagraphs b through n above, including the available resources if a burn got out of control, before issuing an open bum permit.
 - p. To recover the administrative costs of issuing open burn permits, the City may require a fee of up to the statutory maximum from the permit applicant for each permit issued. Neither the administrative costs of issuing open burn permits nor any administrative fee collected from the issuance of open burn permits shall affect the other financial arrangements and agreements set forth in the Original Agreement or any other agreement between Eastern Sarpy and the City.
16. **MISCELLANEOUS.** The City shall provide the Eastern Sarpy Board a place to hold its monthly and annual meetings; currently said meetings are held at District 4 station. The Fire Chief shall provide regular reports to the Eastern Sarpy Board regarding the number of fire and emergency medical calls answered each month, and updates on items which are likely to impact the Fire Department's budget, including but not limited to, increased staffing and personnel costs, and replacement of rolling stock and equipment.
17. **PRIOR AGREEMENT.** This Agreement supersedes all prior Agreements between the parties hereto entered into by these parties, except as otherwise stated herein. All previous monetary obligations due to either party shall be considered paid in full.
18. **AMENDMENTS:** This Agreement may not be amended except by mutual agreement of the parties and then only in writing. Clarifications of this Agreement not inconsistent with its terms may be made in writing administratively between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

EASTERN SARPY COUNTY SUBURBAN FIRE PROTECTION DISTRICT, a corporation.

By: _____
Larry Chandler, Jr., President

Date: _____

Attest:

Secretary

CITY OF BELLEVUE

By: _____
Mayor, Rusty Hike

Date: _____

Attest:

City Clerk

June 28, 2023

Administration

- Plan for Library groundbreaking
- Meeting with BCF for Bellevue Rocks event
- NC3 / Project Reach weekly meeting
- United City Legislative weekly meeting
- Meeting with developer to share demographic statistic for development to the south.
- Meeting with 55th Wing PA
- Meeting with Planning regarding potential rezoning of an industrial tract
- Meeting with landowner to discuss options for future development
- Budget task force meeting
- Wastewater Agency meeting regarding exceptions
- Meeting with developer for potential site selection
- Meeting with prospect for entertainment district
- ACC call
- Parks Master Plan discussions
- Meetings with Union representatives for salary proposals
- Meeting with Grow Sarpy
- Meeting with MUD for development south.
- Meeting with Russ Zeeb for street dedication
-

Finance

(See Attached)

Public Works

Administration:

- **COMPREHENSIVE REVIEW OF ALL BUDGETING, INVOICING AND REVENUE REPORTING AND PROCESSES (ALL PUBLIC WORKS DEPARTMENTS)**
- **ATTENDING MISC. MEETINGS AS REQUIRED**
- **INTERVIEWED CANDIDATES FOR MANAGER OF ENGINEERING POSITION**
- **PROJECTING REVIEWING PROJECTS FOR 2024**

Engineering:

- Various project management projects

CITY OF BELLEVUE
ADMINISTRATION REPORT

- CDBG Sidewalks
- 2023 Concrete Rehab Project
- Library Rehab. Project
- 36th Street Bline to Sheridan
- Galvin Road Pedestrian Bridge
- Cedar Island Road Asphalt Overlay
- Repair Sidewalks at Faulkland Park
- Planning and P&I plan review as needed
- Multiple overhanging tree limb compliance letters

Parks:

- Working on Work Orders that are submitted
- Tree maintenance in various parks
- All Rec. leagues are in operation
- Swim Lessons and pools are in full operation
- Mowing and Park maintenance

Street Maintenance:

- Various ditch repairs and cleanout
- Asphalt patching and concrete cut repairs as needed
- Grade, rock roads and alleys
- Spraying weeds
- Repairing washouts and ditch repairs
- Utility locates
- Sign and signal repairs

Waste Water:

- **JETTING**
- **REPAIRING LINES FOUND DURING JETTING AND TV SCHEDULED INSPECTIONS AS NEEDED**
- **LIFT STATION INSPECTIONS**
- **CONSULTANT WORK**
 - **CIPP DESIGN PROCESS**
 - **QUAIL CREEK LIFT STATION PLAN REVIEW**
- **PREVENT MAINTENANCE ON VEHICLES**

Planning

Met with Offutt to discuss partnerships with infrastructure improvements

Met with a developer on a mixed use project

Working with FEMA on proposed flood maps
Met with developer on an entertainment concept
Met with MUD on an expansion of their facility on LaPlatte
Met with stakeholders on NC3 (this is a weekly conversation)

Permits and Inspections

Performed 758 Inspections
Issued 15 new permits for single family dwellings

Code Enforcement

Notices Issued -287
Red Tags -19
Clean ups - 15
Calls - 1,322
Towed Vehicles -6
Tree Removals - 0

Police

- 06/01 – Senator Blood Staff Tour – Jashinske
- 06/06 – SDLEA Board Meeting
 - City Council Meeting
- 06/07 – Evidence-Based Policing presentations
- 06/08 – 55th Security Forces Change of Command
 - Street dedication – James Muhlbauer
- 06/08 – 06/10 – Bellevue Rocks
- 06/14 – Civil Service Meeting

CITY OF BELLEVUE
ADMINISTRATION REPORT

- 06/15 – Justice Clearinghouse presentation
- 06/20 – Budget Taskforce Meeting
 - City Council Meeting
- 06/23 – National Policing Institute – Executive Fellows Meeting
- 06/26 – Traffic Safety Committee Meeting

Library

- Both the Children's and the Young Adult 2023 Summer Library Programs (SLPs) are in full swing at the library. This year's theme is "Find Your Voice." Youths can sign up for the reading challenge of the SLPs through the library's online Beanstack interface. They receive credit for each book that they enter as having read and earn badges or prizes as they go along. In addition, they garner points for grand prize drawings at the end of the SLPs. Children can also earn points by participating in a wide variety of activities. Some of these include: Dr. Oxygen Science Out Loud; a Kitty Café; a speaker series featuring the Omaha Conservatory of Music, Sing Omaha, the Rose Theater, and Bellevue Dance Academy; Coloring with Cops; Kids in the Kitchen; Family Movie Night; an Evening of Storytelling; and Maker Lab. Young Adults have had opportunities to take babysitting certification classes; participate in a Tiny Art Show; sign up for the fourth annual Teen Nailed It baking contest; work on crafts such as decorating and customizing paper lanterns; enjoy virtual trivia; make fluffy cloud slime; and pick up a variety of take-home kits. Many more activities are planned, and both programs run through July 31.
- Thanks to a donation by the Gifford Farms Educational Center, the library now has two passes available for checkout to the Farm. These passes admit up to 2 adults and 4 children and are good for Mondays from 10 to 12 p.m. The library now has passes for checkout to the Fontenelle Forest, the Lauritzen Gardens, the Children's Museum, the Durham Museum, Heartland Bcycle, and the Bellevue Public Pools, in addition to the new Gifford Farm passes.
- The Bellevue Public Library is again acting as a drop-off point for donated school supplies for Bellevue Together's Back-to-School event. Folks can bring in school supplies which will go to students in need in the Bellevue School system through at least mid-July. Lists of needed items are available online and at the library.
- The library has purchased two Orion Starblast 4.5" telescopes through the Library Telescope program offered in partnership with the Omaha Astronomical Association. The telescopes check out to families for two weeks, and the accompanying backpacks include books on constellations, user manuals, and a redlight headlamp. In addition, the library is offering two NASA Space Explorer backpacks which were won through a Beanstack space-themed reading challenge sponsored by NASA. These backpacks, which are geared toward younger children, have smaller "funscopes" inside as well as a small robot and books on constellations.

CITY OF BELLEVUE
ADMINISTRATION REPORT

- The Bellevue Public Library Advisory Board met for a regular monthly meeting on Wednesday, June 21. Among other items, the Board heard a review of the 2023 Adult Library Program, were updated on the telescope and NASA backpack checkout programs; and were updated on the renovation/addition project. Per its bylaws, the Advisory Board does not meet in July.

Fire (See Attached)

Current Fiscal Year 2022-2023 Financials

The first nine months (preliminary) still show a favorable variance to budget and favorable spending versus the prior year. These continue to be encouraging results. As mentioned previously, there are significant revenues and expenditures that we expect to change by the end of the fiscal year but we expect to stay within budget. Here is the forecasted performance year-to-date and through the end of the year:

City-Wide Financial Forecast- For the Year Ending September 30, 2023 (Preliminary)

	Year-To-Date June 2023			Full Year Forecast		
	Preliminary	Better / (Worse) Than Budget	Better / (Worse) Than Prior Year Actual	FYE 2023 Forecast	FYE 2023 Budget	Better / (Worse) Than Budget
Revenues						
Property Taxes	21,979,950	298,900	2,226,055	33,612,969	33,612,969	0
Sales Taxes	12,973,685	(48,190)	701,197	17,362,500	17,362,500	0
Occupation/Business Taxes	1,400,590	(46,385)	46,724	1,668,133	1,668,133	0
Other Revenues Including Bond Proceeds	27,735,187	3,504,123	(15,928,970)	53,844,759	53,844,759	0
Total Revenues	64,089,412	3,708,448	(12,954,994)	106,488,361	106,488,361	0
Expenditures						
Personnel	29,140,087	2,006,900	(2,036,049)	42,492,020	42,492,020	0
Department Expenditures	17,080,853	2,857,088	(633,889)	26,382,094	26,382,094	0
Capital Expenditures	6,409,043	(6,409,043)	6,647,109	30,216,600	30,216,600	0
Other Expenditures Including Bond Expenditures	4,436,352	67,610	10,796,572	10,397,647	10,397,647	0
Total Expenditures	57,066,335	(1,477,445)	14,773,743	109,488,361	109,488,361	0
Net Revenues	7,023,077	2,231,003	1,818,749	(3,000,000)	(3,000,000)	0

Debt

As planned.

**City of Bellevue
Bonded Indebtedness Forecast**

	Total Debt	Total Debt to Valuation	Lease-Purchase Debt	Wastewater Bonds	GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-21	\$ 78,645,000	1.72%	\$10,295,000	\$1,925,000	\$ 66,425,000	1.45%
Principal Payments During Year	(7,950,000)		\$ (890,000)	\$ (255,000)	\$ (6,805,000)	
New Debt Issued	3,910,000		\$ 3,910,000	\$ -		
Rounding						
Ending Bonded Indebtedness at 09-30-22	74,605,000	1.50%	\$13,315,000	\$1,670,000	\$ 59,620,000	1.20%
Principal Payments During Year	(5,420,000)		\$ (1,100,000)	\$ (260,000)	\$ (4,060,000)	
New Debt To Be Issued	11,701,250		\$ -	\$ 5,300,000	\$ 6,401,250	
Rounding						
Ending Bonded Indebtedness at 09-30-23	\$ 80,886,250	1.63%	\$12,215,000	\$6,710,000	\$ 61,961,250	1.25%

Valuation: \$4,965,635,000

2022-2023 [current year] Budget Summary

**City of Bellevue
2022-23 Annual Budget
Fund Balance Cash Roll-Forward by Fund**

	Fund							
	Total	F10 General	F20 Wastewater	F50 Community Betterment	F55 Economic Development	F60 Community Development	F80 & F81 Police Funds	F95 Debt Service
Forecasted Fund Balance (Cash) at 09-30-22	\$ 46,076,996.37	\$31,878,427	\$ 6,007,306	\$ 3,555,972	\$ 595,939	\$ 196,164	\$ 118,706	\$ 3,724,482
Budgeted Revenues	\$ 106,488,361.04	79,158,355	16,765,873	1,181,790	750,120	1,046,617	53,000	7,532,606
Budgeted Expenditures	\$ 109,488,361.04	82,158,355	16,765,873	1,181,790	750,120	1,046,617	53,000	7,532,606
Budgeted Net increase / (decrease)	\$ (3,000,000.00)	(3,000,000)	-	-	-	-	-	-
Budgeted Fund Balance (Cash) at 09-30-23	\$ 43,076,996.37	\$28,878,427	\$ 6,007,306	\$ 3,555,972	\$ 595,939	\$ 196,164	\$ 118,706	\$ 3,724,482

Other

FYE2024 Budget

The budget process for the fiscal year beginning October 1, 2023 and ending September 30, 2024 is in progress. Meetings with the Budget Task Force have been held and a draft budget should be ready in July.

FYE2022 Audit

The Financial Report for the fiscal year October 1, 2021 through September 30, 2022 was audited and will be available on the city's web site [City of Bellevue Nebraska > Departments > Finance > Documents | Forms | Reports](#) in the Audited Financial Statements folder.

Finance Operations

The city has converted its corporate credit card system to a more secure system that allows better monitoring of spending and provides a rebate on spending.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 6/25/2023

A. General Items:

- QA/QI
- EMS Committee Meeting 6-26-23
- Paramedic Shift Supervisors monthly meeting 6-26-23
- Working on training new guidelines to be released 8-1-23
- Run reviews are scheduled for all 3 shifts next week
- Burn permits have been suspended until we receive significant rainfall.
- Assisting with up-coming Fire Apparatus Engineer exam

B. Training:

- Multi- Company Drills
- Field testing new encapsulating form
- Pediatric drowning / cardiac arrest scenario with Kristen Foster from Childrens Hospital
- Working with UNMC for trauma run reviews

C. Inspections:

- Fire alarm plan review Sakai Sushi 555 Cornhusker Rd. # 203.
- Fire alarm plan review Thirst Tea 555 Cornhusker Rd. # 201.
- Fire alarm plan review Lied Center 2700 Arboretum Dr.
- Fire alarm plan review Central Elementary 510 W. 22nd Ave.
- Fire sprinkler plan review Fork Crook School 12501 S 25 St.
- Fire main inspection 12501 S 25th St. Fort Crook School.
- Health care inspections of seven Duet homes.
- Health care inspection of Telecare 2231 Lincoln Rd.
- Final building inspections 3705-3707 Lexington Ave.





City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

- Inspection of 18 fire work stands.

D. Calls:

Fire – 117

Rescue - 364

E. Ambulance Billing

May 1-31, 2023

\$ 314,841.30 has been billed to insurance companies (357 insurance claims)
<\$ 141,678.59> approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$314,841.30)

=====

\$ 173,162.71 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$134,744.27 deposited into the bank May 1-31, 2023

11,115.71 additional revenue in Credit/Debit card payments were received May 1-31, 2023.

\$145,859.98 TOTAL May 1-31, 2023 rescue fee revenue

Statement Billing:

524 statements were mailed to patients for unpaid account balances

These statements totaled \$ 326,850.37

This is money owed the City from patients who have balances on their accounts after their insurance has paid **OR** patients who are self-pay.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

F. Manpower Report Staffing

Staffing Report from 5/29/2023 through 6/4/2023

Monday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2
Monday	PM	E1, T21, T31 & E41	3 Person	
Tuesday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2
Tuesday	PM	E1, T31 & E41	3 Person	
Wednesday	AM	T21, T31 & E41	3 Person	
Wednesday	PM	T21, T31	3 Person	
Thursday	AM	E1, T21, T31 & E41	3 Person	
Thursday	PM	E41	3 Person	
Friday	AM	E1, T21, & E41	3 Person	
Friday	PM	E1, T21	3 Person	
Saturday	AM	E1, T21 3 Person, E41 Closed		
Saturday	PM	E1, T21 3 Person, E41 Closed		
Sunday	AM	T31, E41 3 Person, E1 Closed		
Sunday	PM	T31, E41 3 Person, E1 Closed		

Staffing Report from 6/5/2023 through 6/11/2023

Monday	AM	E1, T21, T31 & E41	3 Person	
Monday	PM	T21, T31	3 Person	
Tuesday	AM	E1, T21, T31 & E41	3 Person	
Tuesday	PM	T31, E41 3 Person, T21 Closed		
Wednesday	AM	E1, T21 3 Person, T31 Closed		
Wednesday	PM	Full		No Batt. 2
Thursday	AM	E1, T21, T31 & E41	3 Person	
Thursday	PM	T21, T31	3 Person	
Friday	AM	E1, T21 & E41	3 Person	No Batt. 2
Friday	PM	T31 & E41	3 Person	No Batt. 2
Saturday	AM	E1, T21, T31 & E41	3 Person	
Saturday	PM	E1, T21, T31	3 Person	
Sunday	AM	E1, T21 3 Person, E41 Closed		No Batt. 2
Sunday	PM	T21 3 Person, E41 Closed		No Batt. 2



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 6/12/2023 through 6/18/2023

Monday	AM	T21, T31 3 Person, E1 Closed	No EMS
Monday	PM	E1, T21, T31 & E41 3 Person	No EMS
Tuesday	AM	E1, T31 3 Person, T21 Closed	
Tuesday	PM	E1, T31 3 person	No Batt. 2
Wednesday	AM	E1, T31 & E41 3 Person	
Wednesday	PM	T21, T31 3 Person	
Thursday	AM	T31 Closed	No Batt. 2, No EMS
Thursday	PM	E1, T21, & E41 3 Person	No Batt. 2
Friday	AM	E1, T21, T31 & E41 3 Person	
Friday	PM	E1, T21, T31 & E41 3 Person	
Saturday	AM	E1, T21, T31 & E41 3 Person	No Batt. 2, No EMS
Saturday	PM	E1, T21, T31 & E41 3 Person	No Batt. 2, No EMS
Sunday	AM	E1, T21, T31 & E41 3 Person	No Batt. 2
Sunday	PM	E1, T21, T31 & E41 3 Person	No Batt. 2

Staffing Report from 6/19/2023 through 6/25/2023

Monday	AM	E1, T21, T31 3 Person	No Batt. 2
Monday	PM	T21, T31 3 Person	No Batt. 2
Tuesday	AM	E1, T21, T31 & E41 3 Person	
Tuesday	PM	T21, T31 3 Person	
Wednesday	AM	E1, T21, T31 & E41 3 Person	No Batt. 2
Wednesday	PM	E1, T21, T31 & E41 3 Person	No Batt. 2
Thursday	AM	T21, T31 3 Person, E41 Closed	
Thursday	PM	E1, T21, & E41 3 Person	
Friday	AM	E1, T21, T31 & E41 3 Person	
Friday	PM	E1, T21, T31 & E41 3 Person	No Batt. 2
Saturday	AM	T21, T31 & E41 3 Person, E1 Closed	
Saturday	PM	T21, T31 & E41 3 Person, E1 Closed	
Sunday	AM	E1, T21, T31 & E41 3 Person	No Batt. 2, No EMS
Sunday	PM	T21, T31 3 Person	No Batt. 2

