

Bellevue City Council Meeting

Tuesday, August 1, 2023 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Gary Fuller, Avery Presbyterian Church, 1910 Avery Road East.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the back wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda *(Items marked with an (*) are approved where this item is, unless otherwise removed)*
 1. (*) Approval of the July 18, 2023 City Council Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommend the appointment of Lynn Trimpey to the Civil Service Commission to serve the remaining term of Keith Clark, ending May 2027. (City Administrator)
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd 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)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading): NONE
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Approve the Event Application for Bellevue Chamber of Commerce to hold the Veteran's Day Parade on Saturday, November 11, 2023 from 7:00 a.m. to 12:00 p.m. (parade at 10:00 a.m.) and to waive the \$50.00 event license fee. (City Clerk)
15. RESOLUTIONS: NONE
16. CURRENT BUSINESS:
 - a. Approve and authorize the Mayor to sign an Extension of the Motorcycle Lease Agreement with the Police Department through August 31, 2025, in an amount not to exceed \$40,320.00 (2-years). (Police Chief)
 - b. Approve the purchase of a Ford F150 Crew Cab for Code Enforcement, in an amount not to exceed \$41,484.00. (City Administrator)
 - c. Approve and authorize the Mayor to sign the agreement with HGM Associates, Inc. for the 2023 Bi-Annual Bridge Inspections, in an amount not to exceed \$37,650.00. (Public Works Director)
 - d. Approve recommendation from LB840 Economic Development Fund Program Director to loan Switchback Entertainment, LLC funds for acquisition of machinery, in an amount not to exceed \$500,000.00. (City Administrator/LB840 Committee)
17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports [\(July report attached\)](#)
18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b1.
8/1/2023

Bellevue City Council Meeting, July 18, 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 18th day of July 2023 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, and Thomas Burns; Absent Kathy Welch.

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

Notice of this meeting was given in advance thereof by publication in the 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. Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive, 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 Burns, to approve the agenda.

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

APPROVAL OF THE CONSENT AGENDA:

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

Consent agenda included the following items: Acknowledge receipt of the June 22, 2023 Planning Commission Minutes; Approval of the July 5, 2023 Board of Equalization Minutes; Approval of the July 5, 2023 City Council Minutes; Approval of the Claims; and Reappointment of Todd Aerni and Mike Perrin to Planning Commission for a 3-year term, expiring August 2026.

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for a new Manager for Cassandra Gerih at Kwik Shop # 670, 2103 Capehart Road; Kwik Shop # 675, 502 W. Mission Avenue; Kwik Shop # 688, 602 Galvin Road, and Kwik Shop # 689, 4151 Harrison Street, all located in Bellevue, Nebraska. (City Clerk)

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.

Motion was made by Burns, seconded by Cook, to recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for a new Manager for Cassandra Gerih at Kwik Shop # 670, 2103 Capehart Road; Kwik Shop # 675, 502 W. Mission Avenue; Kwik Shop # 688, 602 Galvin Road, and Kwik Shop # 689, 4151 Harrison Street, all located in Bellevue, Nebraska. 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.

ORDINANCES FOR ADOPTION: (Third 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 third and final time.

MINUTE RECORD

Bellevue City Council Meeting, July 18, 2023, Page 2

Motion was made by Casey, seconded by McCaw, to approve Ordinance No. 4125: Compensation Ordinance as Updated. 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.

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

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)

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 for 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 August 1, 2023.

ORDINANCES FOR INTRODUCTION (First Reading): NONE

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Public hearing to obtain citizen input on the Community Development Block Grant (CDBG) 2023 Action Plan with proposed funding recommendations. (Finance Director/CDBG Program Specialist)

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.

Approve and authorize the Mayor to sign the 2023 Action Plan including Resolution No. 2023-22: A resolution adopting the 2023-2024 Action Plan and Community Development Block Grant Program Budget for the October 2023 - September 2024 Program Year and authorize the Mayor to submit the plan to the U.S. Department of Housing and Urban Development, SF-424/424B, and the Entitlement Certifications. (Finance Director/CDBG Program Specialist)

Motion was made by Preister, seconded by Burns, to approve and authorize the Mayor to sign the 2023 Action Plan including Resolution No. 2023-22: A resolution adopting the 2023-2024 Action Plan and Community Development Block Grant Program Budget for the October 2023 - September 2024 Program Year and authorize the Mayor to submit the plan to the U.S. Department of Housing and Urban Development, SF-424/424B, and the Entitlement Certifications. 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.

RESOLUTIONS:

Resolution No. 2023-21: Approve the Redevelopment Plan for Lots 7 and 8, Old Orchard Place and authorize the Mayor to sign. Applicant: Excel Development Group. (Planning Manager)

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

Mr. Mike Matejka, 10250 Regency Circle, Omaha, was present on behalf of Excel Development. He stated Excel Development is an affordable housing development. This is Phase I of the development with 18 duplexes, 36 units of affordable housing for seniors. The project is a direct response from the flooding in 2019. A large source of the funding is \$2 million CDBG grant from the disaster recovery. Another source of funding is through the federal and state low-income tax credits that are allocated by the Nebraska Investment Finance Authority. The Nebraska Investment Finance Authority requires the property be subject to a Land Use Restriction Agreement. The agreement requires that 40% of the units have an affordable rent at or below 60% of the area medium income. This requirement last 45 years. The need of Tax Increment Financing (TIF) is needed to fill the gap.

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

MINUTE RECORD

Bellevue City Council Meeting, July 18, 2023, Page 3

Motion was made by Cook, seconded by Burns, to approve Resolution No. 2023-21: Approve the Redevelopment Plan for Lots 7 and 8, Old Orchard Place and authorize the Mayor to sign. Applicant: Excel Development Group. 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.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Subrecipient Agreement with the Housing Foundation for Sarpy County, in an amount not to exceed \$40,000.00. (Finance Director, CDBG Program Specialist)

Motion was made by Casey, seconded by Burns, to approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Subrecipient Agreement with the Housing Foundation for Sarpy County, in an amount not to exceed \$40,000.00. 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.

Approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Community Revitalization Fund loan documents with Steven Kucirek, owner of Switch Gear Entertainment LLC, in an amount not to exceed \$47,541.00. (Finance Director/CDBG Program Specialist)

Motion was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Community Revitalization Fund loan documents with Steven Kucirek, owner of Switch Gear Entertainment LLC, in an amount not to exceed \$47,541.00. 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.

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)

Motion was made by Cook, seconded by McCaw, to approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, in an amount not to exceed \$11,480.00. 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.

Approve and authorize the Mayor to sign the agreement with NL&L Concrete Inc. for the Streets North Shop Odorant Building Renovation - Phase 1, in an amount of \$55,234.00, plus a 10% contingency of \$5,523.40 for a total project cost of \$60,757.40. (Public Works Director)

Motion was made by Casey, seconded by Preister, to approve and authorize the Mayor to sign the agreement with NL&L Concrete Inc. for the Streets North Shop Odorant Building Renovation - Phase 1, in an amount of \$55,234.00, plus a 10% contingency of \$5,523.40 for a total project cost of \$60,757.40. 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.

Approve the purchase of a new Watchguard Server for the Police Department's cruisers and body cameras, in an amount not to exceed \$53,240.00. (Police Chief)

Motion was made by Cook, seconded by Preister, to approve the purchase of a new Watchguard Server for the Police Department's cruisers and body cameras, in an amount not to exceed \$53,240.00. 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.

Approve and authorize the Mayor to sign the Cellebrite Maintenance/License Renewal for forensic investigations, in an amount not to exceed \$26,550.00. (Chief Clary/Capt. Melvin)

Motion was Casey, seconded by Burns, to approve and authorize the Mayor to sign the Cellebrite Maintenance/License Renewal for forensic investigations, in an amount not to exceed \$26,550.00. 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.

Approve and authorize the Mayor to sign the Substitution of Trustee, and Request to Reconvey and Deed of Reconveyance releasing the CDBG Housing Rehabilitation Deed of Trust for 1605 Garden Avenue. (Finance Director/CDBG Program Specialist)

Motion by Casey, seconded by Burns, to approve and authorize the Mayor to sign the Substitution of Trustee, and Request to Reconvey and Deed of Reconveyance releasing the CDBG Housing Rehabilitation Deed of Trust for 1605 Garden Avenue. 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.

MINUTE RECORD

Bellevue City Council Meeting, July 18, 2023, Page 4

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports (July report will be attached to the August 1st Council Packet).

CLOSED SESSION:

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Burns, seconded by Casey, the meeting was adjourned at 6:23 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: None. 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 July 18, 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

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CLAIMS FOR AUGUST 1, 2023

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CITY ADMINISTRATOR

BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	141.98
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	4,883.31
METROPOLITAN UTILITIES DIST	2023/06/07-07/07 MONTHLY SERVICE	26.56
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	90.72
		<u>90.72</u>
		\$ 5,142.57

LEGAL

BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	25.06
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	3,748.66
METROPOLITAN UTILITIES DIST	2023/06/07-07/07 MONTHLY SERVICE	4.69
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	60.48
		<u>60.48</u>
		\$ 3,838.89

CABLE ADVISORY

BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	125.28
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	4,077.78
METROPOLITAN UTILITIES DIST	2023/06/07-07/07 MONTHLY SERVICE	23.43
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	60.48
		<u>60.48</u>
		\$ 4,286.97

CITY CLERK

ALOHA MOAKE	REFUND	35.00
BELLEVUE PUBLIC SCHOOLS	LIQUOR/TOBACCO LICENSE	14,910.00
BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	217.15
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	2,032.26
METROPOLITAN UTILITIES DIST	2023/06/07-07/07 MONTHLY SERVICE	40.60
OMAHA PUBLIC SCHOOLS	LIQUOR/TOBACCO LICENSE	2,895.00
PAPILLION/LA VISTA SCHOOLS	LIQUOR/TOBACCO LICENSE	3,767.50
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	60.48
TRISTAR	WORK COMP FUNDING-JUNE 2023-INV 0623	2,000.20
TRISTAR	WORK COMP FUNDING-MAR 2023-INV 0323	2,869.20
		<u>2,869.20</u>
		\$ 28,827.39

FINANCE/RISK MANAGEMENT

BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	183.74
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/06/09-07/08	13.34
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	5,225.88
METROPOLITAN UTILITIES DIST	2023/06/07-07/07 MONTHLY SERVICE	34.37
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-GOEDEKEN	166.49
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	211.68
		<u>211.68</u>
		\$ 5,835.50

LIBRARY

BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	39.76
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE, PAPER/CUT SOFTWARE	583.91
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	89.88
COX BUSINESS SERVICES	2023/07/01-07/31 MONTHLY SERVICE	107.39
EBSCO INFORMATION SERVICES	ANNUAL PERIODICAL SUB 2023/09/01-2024/08/31	7,504.19
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	6,801.81
HISTORY NEBRASKA	SUBSCRIPTION RENEWAL	35.00
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
INGRAM LIBRARY SERVICES	BOOKS	3,161.18
METROPOLITAN UTILITIES DIST	2023/06/06-07/07 MONTHLY SERVICE	121.88
OMAHA PUBLIC POWER DISTRICT	2023/05/11-06/12 MONTHLY SERVICE	1,647.69
QUADIENT FINANCE USA, INC	2023 JUNE - LIBRARY-NEOSHIPMENTS	813.61
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	241.92
RUFF WATERS	AQUARIUM MANAGEMENT	104.95
		<u>104.95</u>
		\$ 21,283.17

MINUTE RECORD

CLAIMS FOR AUGUST 1, 2023

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ADMINISTRATIVE SERVICES/HUMAN RESOURCES

BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	141.98
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	12,461.60
IDEAL PURE WATER COMPANY	BOTTLED WATER	80.00
INTEGRATED CARE, LLC	PRE EMP/RANDOMS CHECKS	545.00
METROPOLITAN UTILITIES DIST	2023/06/07-07/07 MONTHLY SERVICE	26.56
PAULA HALL	REIMBURSE INSURANCE TRAINING	78.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	241.92
		<u>\$ 13,575.06</u>

CODE ENFORCEMENT

BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	3.09
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/04/10-05/09	84.50
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	9,138.23
GREAT PLAINS UNIFORMS	SAFETY BOOTS-KULHMAN	200.00
METROPOLITAN UTILITIES DIST	2023/06/06-07/07 MONTHLY SERVICE	10.36
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	211.68
		<u>\$ 9,647.86</u>

PUBLIC WORKS

A&D TECHNICAL SUPPLY CO	PLOTTER SUPPLIES	1,632.13
ALFRED BENESCH & COMPANY	BPW-230103 VALLEYVIEW SIDEWALK 2023/06/05-07/02	8,619.75
ALFRED BENESCH & COMPANY	BPW-220915 ONCALL ENG SUPPORT 2023/06/05-07/02	2,406.00
ALFRED BENESCH & COMPANY	BPW-220814 FIBER OPTIC INSTALL 2023/06/05-07/02	34,636.77
ALFRED BENESCH & COMPANY	BPW-210414 ANNUAL REPORTS 2023/04/10-	352.00
BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	5.19
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	5,842.56
METROPOLITAN UTILITIES DIST	2023/06/06-07/07 MONTHLY SERVICE	17.40
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	181.44
TRAVELERS	LIABILITY CLAIMS-DEFENSE COSTS	8,169.00
		<u>\$ 61,862.24</u>

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING CITY PARKS	2,132.80
A-RELIEF SERVICES	PORTABLE RESTROOMS-AHP	687.00
BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	80.59
COX BUSINESS SERVICES	2023/07/01-07/31 MONTHLY SERVICE	214.78
CROW LAWN CARE LLC	MOWING, CLEANUP 2023/06/15-07/13	6,950.00
EARNEST CONSTRUCTION GROUP, INC	BPW-230102 CONCRETE PROJECTS THRU 2023/06/17	35,631.41
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	9,290.40
HUGHES TREE SERVICE	TREE REMOVAL-2925 BLACKHAWK	1,500.00
METROPOLITAN UTILITIES DIST	2023/06/06-07/05 MONTHLY SERVICE, SPLASHPAD	24,047.97
OMAHA PUBLIC POWER DISTRICT	2023/05/01-06/01 MONTHLY SERVICE	4,256.22
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	272.16
TRISTAR	WORK COMP FUNDING-JUNE 2023-INV 0623	1,420.52
TRISTAR	WORK COMP FUNDING-MAR 2023-INV 0323	2,480.00
		<u>\$ 88,963.85</u>

RECREATION

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/06/11-07/10	29.16
COX BUSINESS SERVICES	2023/07/01-07/31 MONTHLY SERVICE	88.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	2,660.65
MALESE JERRY	REFUND RECEPTION DEPOSIT	425.00
METROPOLITAN UTILITIES DIST	2023/06/06-07/06 MONTHLY SERVICE	266.09
OMAHA PUBLIC POWER DISTRICT	2023/05/23-06/21 MONTHLY SERVICE	323.98
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	60.48
TENNIS COURTS UNLIMITED	PAINT PICKLBALL LINES-NORMANDY HILLS PARK	1,350.00
TERRI GRYPKO	REFUND FOOL PARTY DEPOSIT	130.00
		<u>\$ 5,333.75</u>

MINUTE RECORD

CLAIMS FOR AUGUST 1, 2023

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FACILITY MAINTENANCE

ASSOCIATED FIRE PROTECTION	FIRE ALARM INSPECTION	1,345.25
BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	404.60
CARPENTER PAPER CO	JANITORIAL SUPPLIES	602.13
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	10,725.87
HELM SERVICE	ROOM NOT COOLING-DIST 1	324.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	96.59
METROPOLITAN UTILITIES DIST	2023/06/06-07/05 MONTHLY SERVICE	290.73
OMAHA PNEUMATIC EQUIPMENT CO	LUBRICANT, FILTER	1,641.40
OMAHA PUBLIC POWER DISTRICT	2023/05/11-06/12 MONTHLY SERVICE	1,246.18
READY MIXED CONCRETE COMPANY	CONCRETE	618.37
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	302.40
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING	336.60
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	2,260.96
TRICO MECHANICAL SERVICES	AC MAINTENANCE	249.00
TRISTAR	WORK COMP FUNDING-JUNE 2023-INV 0623	403.40
TRISTAR	WORK COMP FUNDING-MAR 2023-INV 0323	502.00
		\$ 21,349.48

CEMETERY

BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	39.76
COX BUSINESS SERVICES	2023/07/01-07/31 MONTHLY SERVICE	83.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	2,826.08
METROPOLITAN UTILITIES DIST	2023/06/06-07/07 MONTHLY SERVICE	99.96
OMAHA PUBLIC POWER DISTRICT	2023/05231-06/21 MONTHLY SERVICE	174.21
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	90.72
		\$ 3,314.12

STREETS

ALFRED BENESCH & COMPANY	BPW-230102 CONCRETE PROJECTS 2023/06/05-07/02	20,838.50
ALFRED BENESCH & COMPANY	BPW-220813 STREESCAPING 2023/06/5-07/02	13,141.29
ALFRED BENESCH & COMPANY	BPW-230104 OVERLAY PROJECTS 2023/05/26-07/02	12,431.50
BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	128.86
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/06/12-07/11	19.35
CHARLES VRANA & SONS CONSTRUCTION CO	BPW-211224 FT CROOK BRIDGE THRU 2023/06/10	353,951.35
CONCRETE SUPPLY, INC	CONCRETE	2,910.00
COX BUSINESS SERVICES	2023/07/01-07/31 MONTHLY SERVICE	274.17
EARNEST CONSTRUCTION GROUP, INC	BPW-230102 CONCRETE PROJECTS THRU 2023/06/17	118,087.86
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	40,079.94
HGM ASSOCIATES INC	BPW-230105 PW BLDG RENOVATIONS THRU 2023/06/30	3,880.00
MARTIN ASPHALT	BULK OIL	172.00
MENARDS	LUMBER, GAS CAN	109.79
METROPOLITAN UTILITIES DIST	2023/06/06-07/06 MONTHLY SERVICE	506.26
NEWMAN SIGNS INC	TRAFFIC SIGNS	8,284.64
OMAHA PUBLIC POWER DISTRICT	2023/05/01-06/01 MONTHLY SERVICE	3,092.77
OMNI ENGINEERING	BPW-230104 CITY OVERLAY PROJECT THRU 2023/07/15	64,451.23
OMNI ENGINEERING	ASPHALT	1,932.30
READY MIXED CONCRETE COMPANY	CONCRETE	10,671.91
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	937.44
STREET SMART RENTALS, LLC	ARROWHEAD TRAILER, BATTERY	18,908.00
TRISTAR	WORK COMP FUNDING-JUNE 2023-INV 0623	922.50
TRISTAR	WORK COMP FUNDING-MAR 2023-INV 0323	1,530.00
WILLIAM F AND/OR CYNTHIA A SCHNEEKLOTH	EASEMENT PAYMENT-TRACK #B2	11,480.00
		\$ 688,741.66

FLEET MAINTENANCE

911 CUSTOM, LLC	SYNC MODULES FOR K9 UNITS, LIGHTS	18,374.26
AUTO VALUE PARTS - SOUTH OMAHA	BELT DRIVER, ALTERNATOR, BLOWER MOTOR	962.04
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	395.50
BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	65.34
COX BUSINESS SERVICES	2023/07/01-07/31 MONTHLY SERVICE	107.39
DULTMEIER SALES LLC	SHURFLO PUMP	330.00

MINUTE RECORD

CLAIMS FOR AUGUST 1, 2023

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FLEET MAINTENANCE (cont'd)

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	21,842.57
FACTORY MOTOR PARTS CO	GASKET, WIRE ASSEMBLY	44.18
GALVIN GLASS	REPLACE WINDSHIELD-MED41, PI3	1,348.98
IDEAL PURE WATER COMPANY	BOTTLED WATER	107.50
INDOFF, INC	OFFICE SUPPLIES	161.05
MATHESON TRI-GAS INC	WELDING GLOVES	45.48
METROPOLITAN UTILITIES DIST	2023/06/07-07/07 MONTHLY SERVICE	128.02
NAPA AUTO PARTS	FILTERS, JACK TOPWIND, GLOVES	229.98
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	NUTS, CONNECTORS	145.77
OMAHA PUBLIC POWER DISTRICT	2023/05/23-06/22 MONTHLY SERVICE	1,039.78
O'REILLY AUTO PARTS	UV LIGHT	17.99
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	483.84
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	134.79
		\$ 45,964.46

SOLID WASTE

PAPILLION SANITATION	TRASH HAULING FEES-JUNE 2023	345,592.13
		\$ 345,592.13

PLANNING

BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	4.70
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	2,832.71
J P COOKE COMPANY	NAME PLATE	25.20
METROPOLITAN UTILITIES DIST	2023/06/06-07/07 MONTHLY SERVICE	15.74
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	90.72
		\$ 2,969.07

PERMITS & INSPECTIONS

BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	6.27
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	11,684.64
METROPOLITAN UTILITIES DIST	2023/06/06-07/07 MONTHLY SERVICE	21.03
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	241.92
		\$ 11,953.86

POLICE

911 CUSTOM, LLC	VAPOR GRENADES FOR SWAT	612.84
ANARCHY OUTDOORS	SWAT UNIT UNIFORMS	1,839.49
AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	1,523.09
AVERY L LOSCHEN	K9 BUILDING RENT-AUG 2023	1,300.00
BELLEVUE ANIMAL HOSPITAL	VET FEES	405.92
BENEFIT PLANS	POLICE PENSION PLAN-JULY 2023-MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	111.19
CITY OF LAVISTA	TUITIONS, MANUALS	3,202.00
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW RECRUITS	1,790.94
COPQUEST, INC	HANDGUN TRAINING	74.98
COX BUSINESS SERVICES	2023/07/01-07/31 MONTHLY SERVICE	561.99
DIGITAL INTELLIGENCE, INC	UFRED FORENSIC COMPUTER	5,279.98
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	450.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	150,552.96
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	35.33
FIRST RESPONDERS FOUNDATION	IN-HOUSE MENTAL HEALTH CLINICIAN-JUNE 2023	1,250.00
GALL'S, LLC	BELT CLIP BADGE HOLDER, HANDCUFF CLIP	126.23
GREAT PLAINS UNIFORMS	SAFETY CONES, BOOTS, PANTS, WING PATCHES	644.98
JACKSON SERVICES, INC	DOOR MAT SERVICE	157.97
JOE MILOS	REIMB FOR FAA DRONE LICENSE	175.00
LENS EQUIPMENT	UNLIMITED DATA SERVICE-2023/08-2024/08	499.00
MENARDS	TARP STRAPS, COUPLINGS, CABLE	147.87
METROPOLITAN UTILITIES DIST	2023/06/06-07/07 MONTHLY SERVICE	372.73
MOTOROLA SOLUTIONS, INC	RADIO FOR POLICE	8,328.20
OFFUTT COLLISION REPAIR CENTER	BODY REPAIR-UNIT 644	7,544.25
OMAHA PUBLIC POWER DISTRICT	2023/05/11-06/12 MONTHLY SERVICE	36.54

MINUTE RECORD

CLAIMS FOR AUGUST 1, 2023

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POLICE (cont'd)

PINNACLE OPERATIONS CENTER	SUBPEONA FOR RECORDS	65.00
POSITIVE CONCEPTS	THERMAL PRINTER PAPER FOR CRUISERS	1,600.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	3,962.64
SPARTAN NASH STORES, LLC	SUPPLIES FOR RETIREES LUNCHEON	546.39
TRAVELERS	LIABILITY CLAIMS-DEFENSE COSTS	5,010.00
TRISTAR	WORK COMP FUNDING-JUNE 2023-INV 0623	23,419.50
TRISTAR	WORK COMP FUNDING-MAR 2023-INV 0323	26,165.89
VELOCITY SYSTEMS, LLC	TACTICAL VESTS	1,662.00
VERIZON WIRELESS	2023/05/24-06/23 MONTHLY SERVICE	1,120.28
		<u>\$ 259,392.74</u>

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES, OXYGEN CYLINDER RENTAL	403.68
AVI SYSTEMS	SYTEM SUPPORT AGREEMENT 2023/09/01-2024/06/09	2,145.00
BELLEVUE TRAVEL	AIR FARE-LENTSCH	393.97
BLACK HILLS ENERGY	2023/05/31-06/28 MONTHLY SERVICE	107.23
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	16,652.94
COX BUSINESS SERVICES	2023/07/01-07/31 MONTHLY SERVICE	214.78
ED M FELD EQUIPMENT CO	COMPRESSOR MAINTENANCE	1,761.96
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	99,241.66
GREAT PLAINS UNIFORMS	UNIFORM-7 EMP	1,109.50
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	213.97
METROPOLITAN UTILITIES DIST	2023/06/06-07/06 MONTHLY SERVICE	2,343.07
OMAHA PUBLIC POWER DISTRICT	2023/05/01-06/01 MONTHLY SERVICE	6,502.25
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	2,600.64
SANDRY FIRE SUPPLY, LLC	FIRE HELMETS	1,675.00
STERICYCLE	SHREDDING SERVICE	144.00
THE NEBRASKA MEDICAL CENTER	MEDICAL DIRECTOR JAN-MAR 2023	11,132.44
TRISTAR	WORK COMP FUNDING-JUNE 2023-INV 0623	17,334.20
TRISTAR	WORK COMP FUNDING-MAR 2023-INV 0323	23,520.50
ZOLL DATA SYSTEMS INC	ZOLL BILLING 2023/08/01-08/31	1,105.00
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	904.16
		<u>\$ 189,505.95</u>

NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	CDBG CONSULTANT EXPENSES-APR/MAY 2023	977.50
CENTURY LINK	2023/06/04-07/03 MONTHLY SERVICE	911.22
COX BUSINESS SERVICES	2023/07/01-07/31 MONTHLY SERVICE	281.98
CROP RISK SERVICES-MPCI PREMIUMS	CROP INSURANCE PREMIUMS	997.00
JUSTIN THOMS	FARMING	25,919.04
LOCKTON COMPANIES, LLC	WELLNESS PROGRAM-JULY 2023	1,875.00
NE-DEPARTMENT OF REVENUE	2023/06 SALES TAX	3,095.91
PM AM CORPORATION	ALARM FEES - JUNE 2023	2,260.00
PM AM CORPORATION	REPLACE CK FOR MAY FEES-PMAM DEPOSITED IN ERROR TO ALARM ACT	3,015.00
QUADIENT, INC	METER LEASE 2023/08/05-11/04	270.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-AUG 2023	17,231.00
TKC CHANDLER, LLC	TKC CHANDLER TIF INTEREST 8731	246.67
		<u>\$ 57,080.32</u>

INFORMATION TECHNOLOGY

CARASOFT TECHNOLOGY CORPORATION	SPOTLIGHTS	2,400.00
MOTOROLA SOLUTIONS, INC	STANDARD TIB MP	801.50
PCS MOBILE	2 PC'S W/CAM	7,638.18
SHI INTERNATIONAL CORP	MICROSOFT OFFICE SOFTWARE	104,127.00
TJ CABLE	LOCATES-JUNE 2023	150.00
		<u>\$ 115,116.68</u>

2206 LONGO DRIVE-NEW LIBRARY

ROGGE GENERAL CONTRACTORS, INC	BPW-210311 BELLEVUE LIBRARY TO 2023/06/30	237,186.90
		<u>\$ 237,186.90</u>

MINUTE RECORD

CLAIMS FOR AUGUST 1, 2023

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WASTEWATER

CITY OF OMAHA	SEWER FEES-MAY 2023	566,153.63
COX BUSINESS SERVICES	2023/07/01-07/31 MONTHLY SERVICE	303.39
ELLIOTT EQUIPMENT CO	JOYSTICK, AXLE TENSIONER, LEADER HOSES	2,882.99
EMBRIS GROUP LLC	BPW-230307 BLUFF ST LIFT STATION THRU 2023/05/16	27,449.50
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-JULY 2023	16,363.63
GRAINGER	COATED GLOVES, SOCKETS	158.80
HAMMERHEAD TRENCHES	POINT REPAIR, SUMMER	5,009.00
MENARDS	TRANSFER PUMP, USB CABLE	34.97
METROPOLITAN UTILITIES DIST	2023/06/07-07/07 MONTHLY SERVICE	220.78
NAPA AUTO PARTS	TROLLEY JACK	155.66
OMAHA PUBLIC POWER DISTRICT	2023/05/11-06/12 MONTHLY SERVICE	4,173.51
READY MIXED CONCRETE COMPANY	CONCRETE	2,388.12
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-JULY 2023	504.40
RJN GROUP INC	BPW-210107 GIS GAP THRU 2023/06/30	1,586.21
RJN GROUP INC	BPW-221016 GIS GAP THRU 2023/06/30	3,910.00
SARPY COUNTY & CITIES WASTEWATER	BPW-230308 EXPANDED FORCE MAIN	439,883.94
UTILITY EQUIPMENT COMPANY	CAUTION TAPE, PIPE, PRIMER, LIDS, RINGS	10,155.19
		<u>\$ 1,081,333.72</u>

ECONOMIC DEVELOPMENT- LB840

JUSTIN THOMS	EROSION CONTAINMENT-HWY 34 & 75	5,053.13
		<u>\$ 5,053.13</u>

COMMUNITY BETTERMENT

NEBRASKA DEPARTMENT OF REVENUE	QRTLTY LOTTERY TAX 51-C 2023Q3 06/30/23	50,907.00
		<u>\$ 50,907.00</u>

COMMUNITY DEVELOPMENT

BELLEVUE JR SPORTS ASSOCIATION	BJSA SCHOLARSHIP PROGRAM	1,310.00
NL & L CONCRETE INC	BPW-230103 VALLEYVIEW SIDEWALK THRU 2023/06/24	77,005.95
		<u>\$ 78,315.95</u>

FEDERAL FORFEITURES

VERIZON WIRELESS	2023/05/22-06/21 MONTHLY SERVICE	495.61
		<u>\$ 495.61</u>

	TOTAL CLAIMS FOR AUGUST 1, 2023	<u>\$ 3,442,870.03</u>
	TOTAL PAYROLL FOR JULY 21, 2023	<u>\$ 1,535,790.85</u>



We Influence The World!

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

MEMO

To: Council President Paul Cook & Council Members

From: Jim Ristow, City Administrator

Subject: Appointment to the Civil Service Commission

Date: July 26th, 2023

Please consider the following for appointment to the Civil Service Commission, he will serve the remaining term of Keith Clark ending May 2027.

Lynn Trimpey
111 Banyan Ct
Bellevue, NE 68005
402-689-4142
ltrimpey@gmail.com

A handwritten signature in black ink, appearing to read "Lynn Trimpey", is written over a faint, larger version of the same signature.

LG (LYNN) TRIMPEY

SUMMARY

Senior business executive experienced in analysis and integration of technology in diverse business models. Executive with exceptional leadership and interpersonal skills. Very strong contract negotiation and vendor management expertise. Degreed educator and mentor that motivates highly successful staffs. Reputable straight-forward management style.

MANAGEMENT EXPERIENCE

Executive Business Consulting	Medical/Clinical Systems	Large Computing Centers
Application Development Teams	Contract/Vendor Negotiation	Service Level Agreements
Strategic & Tactical Planning	Worldwide Voice/Data Networks	Standards Compliance
Multi-Million Dollar Projects	International Businesses	Quality Management Systems
Large P&L Responsibility	Disaster/Business Recovery	Facilities & Construction

PROFESSIONAL EXPERIENCE

**Co-Manager, Member of Board of Directors – Knights Event Center, Bellevue, NE
(2021 – 2023)**

**Senior Consultant, CEO/Executive Consulting – LGTPartners, Bellevue, NE
(1999 – 2020)**

**Vice President of Technology – Proxibid, Omaha, NE
(2009 – 2010)**

**Clinical Systems Development Manager – Nebraska Methodist Health Systems, Omaha, NE
(2003 – 2006)**

**Vice President of Operations and CIO – CAS, Inc. (Direct Marketing, ISP), Omaha, NE
(1999 – 2003) (2006 – 2009)**

**Corporate Director of Information Systems Technology – ConAgra, Inc., Omaha, NE
(1971 – 1998)**

PROFESSIONAL / COMMUNITY SERVICE

St. Mary's Catholic Church: Parish Trustee; Chairman of the Executive Finance committee; Endowment committee; Pastoral Council; Scouting Institutional liaison; Children's Liturgy teacher.

Community and Business Organizations: Ambassador - Bellevue Chamber of Commerce; Member – AITP; Board of Directors - Youth Emergency Services; Operations Director – Relay for Life; Graduate - Leadership Omaha

Bellevue Public Schools: 19 years support staff of Bellevue West High School's nationally ranked music and marching band programs.

Boy Scouts of America: Active in unit, district and council-wide leadership positions. Distinguished awards: Silver Beaver, District Award of Merit, Scouter's Key, St. George, Bronze Pelican, Order of the Arrow Vigil Honor. Tribe of Mic-O-Say Medicine Man, Tribal Council and Dog Soldier.

EDUCATION

University of Nebraska, Lincoln, NE

- Bachelor's degree in Education (B.M.E.) Music and Mathematics 1966 – 1970

Executive conferences and seminars: MIT Sloan Institute, IBM, Inacom, Microsoft, AT&T, MCI, Cisco, PictureTel, Citrix, VMWare, Boole & Babbage, Legent systems, CA systems, Cerner HealthCare systems.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
8/1/2023

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: _____

Amie 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

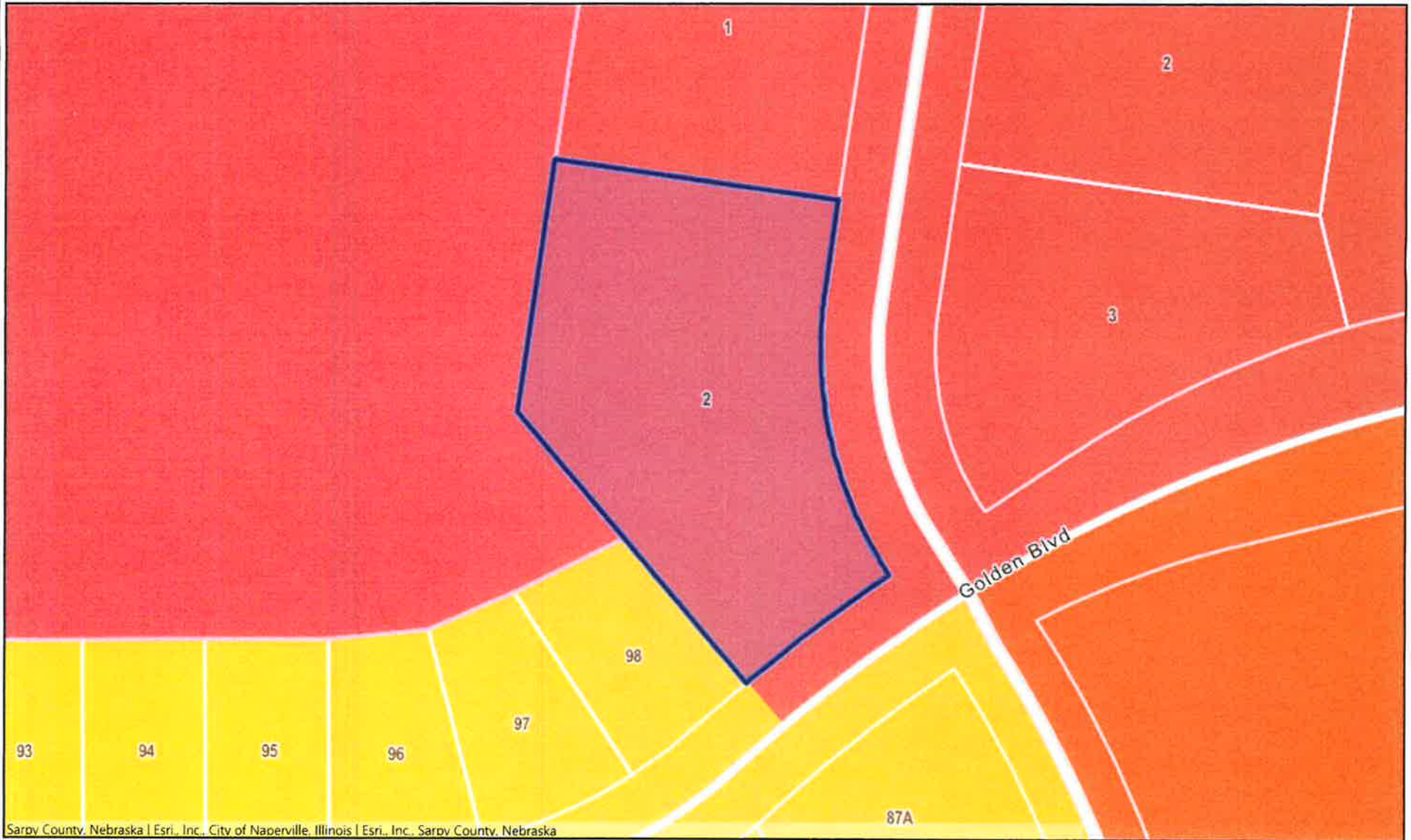
1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Justification letter received May 12, 2023
4. Small Subdivision Plat received June 1, 2023

VII. COPIES OF REPORT TO:

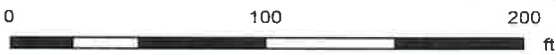
1. Puglisi House, LLC
2. Pat Vacanti
3. Janelle Vacanti
4. Hill-Farrell Associates, Attn: Doug Hill
5. Public Upon Request


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

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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.

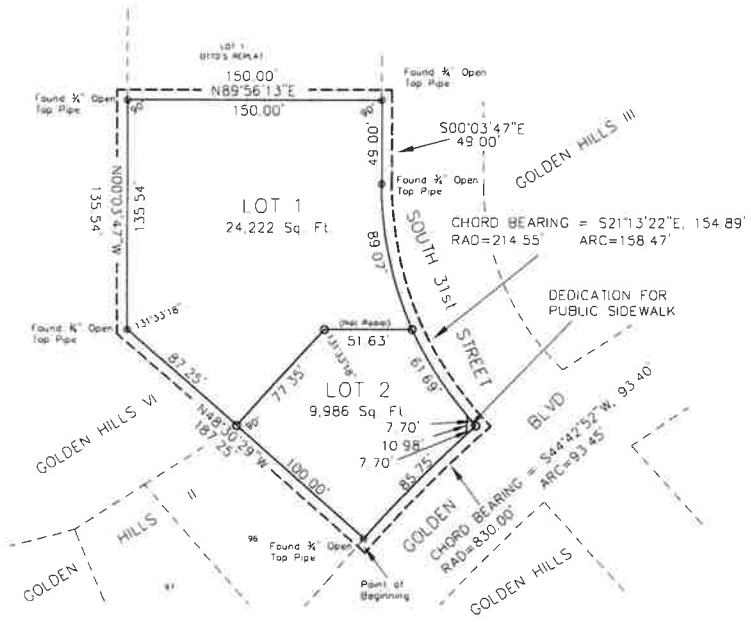


- ⊙ = PROPERTY CORNER FOUND (SIZE AS NOTED)
 - = PROPERTY CORNER SET (5/8" REBAR W/ CAP L.S. NO. 373)
 - ⊕ = SET "X" IN CONCRETE
 - S = DENOTES SURVEYED DIMENSION
 - P = PLATTED DIMENSION
- BOUNDARY BEARINGS AND DISTANCES ARE PLATTED

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 34,236 SQUARE FEET OR 0.786 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

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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: 07/05/2023
Second Reading: 07/18/2023
Third Reading: 08/01/2023

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 08/01/2023		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of the Annual Veterans Day Parade and waiver of \$50.00 event license fee

SYNOPSIS/BACKGROUND:

Bellevue Chamber of Commerce is applying for an event license for Veterans Day Parade to be held on Saturday November 11, 2023 from 7:00 a.m. to 12:00 p.m. (parade at 10:00 a.m.) The parade will utilize Bert Murphy and Mission Avenue to Franklin Street ending at Washington Park.

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" value="N/A"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text" value="N/A"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text" value="N/A"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
		INSURANCE REQUIRED: <input type="text" value="YES"/>
CIP PROJECT NAME: <input type="text" value="N/A"/>	CIP PROJECT NUMBER: <input type="text" value="N/A"/>	
STREET DISTRICT NAME (S): <input type="text" value="N/A"/>	STREET DISTRICT NUMBER (S): <input type="text" value="N/A"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text" value="N/A"/>	ACCOUNT NUMBER: <input type="text" value="N/A"/>	

RECOMMENDATION:

Approve the event application for the Bellevue Chamber of Commerce for Veterans Day Parade to be held on Saturday November 11, 2023 from 7:00 a.m. to 12:00 p.m. (parade at 10:00 a.m.) and waiver of \$50.00 event license fee.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:



FINANCE APPROVAL AS TO FORM:



ADMINISTRATOR APPROVAL AS TO FORM:





CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

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

- Parks Department
 - Jim Shada
 - Mark Blackburn

- Streets Department
 - Bobby Riggs

- Public Works Department
 - Dave Goedeken

FROM: Susan Kluthe

DATE: July 20, 2023

SUBJECT: Recommend approval of an event application for Bellevue Chamber of Commerce for Veterans Day Parade to be held on Saturday November 11, 2023 from 7:00 a.m. to 12:00 p.m. (parade at 10:00 a.m.) The parade will utilize Bert Murphy and Mission Avenue to Franklin Street ending at Washington Park.

Please make comments on the above request and return to Susan Kluthe, by **Tuesday, July 25, 2023**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

[Empty rectangular box for comments]

Karen Chandler
Signature or Fill in Your Name

7/20/2023
Date



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

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

- Police Department
 - Sgt. Larry Lampman
 - Capt. Kurt Stroehrer

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Comments

No Comments

No comments or concerns from Police.

Cpt. K. Stroehrer #1711

Signature or Fill in Your Name

7-24-23

Date



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

APPLICATION FOR EVENT LICENSE

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

Organization Name: Bellevue Chamber of Commerce Date: 7/19/2023

Contact Person Information for Organization:

Name: Diane Bruce Phone: 402-898-3000 Email: president@bellevuenebraska.com

Address: 1036 Bruin Blvd #119 City: Bellevue State: NE Zip: 68005

Event Information:

Event Name: Veterans Day Parade

Location of Event/Alternate Location:

The vendors will line up on Lincoln Rd between Mission and Harvell. The parade will take place on Mission Ave to Franklin St ending at Washington Park.

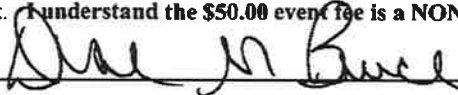
Dates of Event: 11/11/2023 Alternate Dates: _____ Hours of Event: 7-noon(Parade at 10)

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

- 1. Sanitary Facilities: Porta Potties at Mission and Burt Murphy & Washington Park
- 2. Running Water: none needed
- 3. Power: none needed
- 4. Parking: side street north and south of Mission
- 5. Insurance: _____

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

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

Signature of Applicant: 

Police Department Requests:

will discuss with Police Department what they will need us to do and where they will set up.

Parks Department Requests:

Street Department Requests:

Streets mentioned above will need to be closed/blocked, as they have in previous years.

Special Request:

request \$50 license fee to be waived as we are a non-profit.

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on _____.

City Council hearing date: _____

License Fee of \$50 paid on: _____ Receipt #: _____

Notice of Public Hearing
Nebraska's Official Veteran's Parade

Pursuant to Sec. 5-36 through 5-40 of the Bellevue City Code, on Tuesday, August 1, 2023, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the request of the Bellevue Chamber of Commerce to hold the annual Nebraska' Official Veteran's Parade on Saturday, November 11, 2023 from 7:00 a.m. to 12:00 p.m. from Mission Avenue to Franklin Street ending at Washington Park, Bellevue.

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

Susan Kluthe
City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 7/25/2023		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:

Extension of an existing motorcycle lease agreement for the Police Department.

SYNOPSIS/BACKGROUND:

The Police Department currently leases six (6) 2020 model year Harley-Davidson police motorcycles from Dillon Brothers Harley-Davidson. That lease agreement is set to expire on August 31, 2023. The Police Department is seeking approval for a 2 year lease extension of those same motorcycles, at the same annual cost as the current lease, which is substantially less than would be required for new 2024 model year motorcycles.

FISCAL IMPACT:: \$40,320 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes	COUNTER-PARTY: Dillon Brothers Harley-Davidson	INTERLOCAL AGREEMENT: No
CONTRACT DESCRIPTION: Vehicle Lease Contract		
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 the extension of an existing motorcycle lease agreement for the Police Department through August 31st, 2025.

ATTACHMENTS:

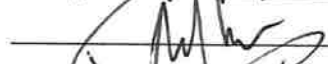
- Lease agreement from Dillon Brothers
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:



FINANCE APPROVAL AS TO FORM:



ADMINISTRATOR APPROVAL AS TO FORM:



HARLEY-DAVIDSON POLICE MOTORCYCLE LEASE AGREEMENT

THIS AGREEMENT (“Lease”) made and entered into between DILLON BROTHERS HARLEY-DAVIDSON, INC., (“Lessor”), and CITY OF BELLEVUE (BELLEVUE POLICE DEPT) designated as a Lessee, this 30TH day of AUGUST 2023 for the purposes of leasing SIX Harley-Davidson motorcycles to the Lessee under the following terms and conditions:

1. EQUIPMENT.

The leased equipment shall consist of six (6), 2020 Harley-Davidson police solo motorcycle(s) model FLHTP. These units are currently on lease and the lease will be extended an additional two years.

2. AGREEMENT TERM.

This Agreement shall be effective as of the date of delivery for a period of 24 months. Motorcycle(s) leased under this Agreement are to be used for police and law enforcement activities only.

3. RENT PAYMENT AND MILEAGE AGREEMENT.

Lessee shall pay rent for the entire term of this Agreement in the amount of \$20,160.00 per year for a total of \$40,320 for the 24-month term of the lease. Payment shall be due and payable by the Lessee to the Lessor on 9/1/2024 and at lease termination on 9/1/2025. Payments include the cost of the equipment, payment of interest, and administrative costs less the residual value of the motorcycle(s). The maximum mileage allowed for each motorcycle is 20,000 miles and Lessee shall pay, as excess of the above-referenced limit for each motorcycle, \$.15 per mile, which shall be due and payable at the end of the lease term.

4. INSURANCE.

Lessee shall insure each motorcycle with Public Liability and Property Damage insurance sufficient to protect the full value of the equipment and to protect the Lessor from liability in all events. The policy shall provide liability coverage with no less than a one million combined single limit with a carrier and other terms which are acceptable to Lessor. The Lessee shall carry Workman’s Compensation Insurance covering all employees working on, in, near, or about the motorcycle(s) and shall require any other person working on, in, near, or about the motorcycle(s) to carry such coverage.

The Lessor shall be included on the insurance policies as a named insured and loss payee. The Lessee shall furnish to the Lessor certificates or other satisfactory evidence of all insurance coverages described above as required by the terms and conditions of the Agreement.

5. INDEMNITY

The Lessee shall and does hereby agree to indemnify and hold the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the motorcycle(s) including, but not limited to, injuries causing any form of personal injury, property damage and/or death, but shall be credited with any amounts received by the Lessor from liability insurance proceeds secured by the Lessee. Such indemnification shall include all costs and expenses, including attorney’s fees incurred by the Lessor in connection with any suits, actions or claims.

6. LIENS.

The Lessee shall not directly or indirectly create, incur or allow any security interest, mortgage, pledge, lien, charge, encumbrance or claim to arise against the equipment. Lessee shall promptly, at its own expense, take such actions as may be necessary to duly discharge any such security interest, mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time.

7. TAXES.

The Lessee shall comply with all laws and shall pay all taxes, if any, including, but not limited to, Sales and Use Taxes, Excise Taxes, Personal Property Taxes and Assessments and Penalties, Licenses, Registration Fees, Freight and Transportation charges, Permits and any similar charges imposed on the ownership, possession or use of the motorcycle(s) during the term of this Agreement.

8. CARE AND USE OF EQUIPMENT.

The Lessee, at its sole cost and expense, shall maintain the motorcycle(s) in good operating condition, repair and appearance, and protect them from deterioration other than normal wear and tear. All maintenance shall be performed by the Lessor per Harley-Davidson’s recommended service intervals. All repairs shall be made by Lessor at Lessee’s cost. The Lessee shall use the motorcycle(s) for police and law enforcement activities only, without abuse, and in a manner contemplated by Lessor. Lessee shall not make any

modifications, alterations or additions to the motorcycle(s) (other than normal operating accessories or controls) without the written consent of Lessor, which shall not be unreasonably withheld. Lessor shall have the right during normal hours to enter upon the premises where the motorcycle(s) is/are located in order to inspect, observe or otherwise protect its interest and the Lessee shall cooperate in affording it the opportunity to do the same. The Lessee agrees to maintain the motorcycle(s) pursuant to the Manufacturer's Standard Preventive Maintenance Contract and/or Recommendations.

9. DAMAGE OR DETERIORATION OF EQUIPMENT.

In the event the equipment is partially damaged or destroyed prior to the end of the Agreement Terms, the Lessee will promptly have equipment repaired and restored to its original condition and working order. As noted, all repairs shall be made by Lessor at Lessee's standard pricing.

10. EVENTS OF DEFAULT AND REMEDIES.

Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events of default:

- a. Lessee fails to make any payment, or to pay any other payments required to be paid hereunder, or
- b. Lessee fails to perform or comply with any other term, covenant or condition contained herein.

In the event of any default of this Agreement and Lessee shall fail to remedy such event of default within ten (10) days of the dispatch of a notice of default by Lessor, then Lessor or its assigns shall have the right, at Lessor's option, without any further demand or notice, to pursue any one or more of the following remedies:

- a. Re-enter and take possession of the equipment or terminate this Agreement, and repossess the equipment and sell or lease the equipment for the account of Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder; and
- b. Take any other action available in law or in equity under Nebraska law in order to enforce the rights and obligations of Lessor in connection with this Agreement. Any of the foregoing remedies are cumulative and shall not be deemed to be mutually exclusive and shall not require Lessor to pursue and one or more remedies before pursuing and others.

11. DISPOSITION OF EQUIPMENT.

Upon termination of this Lease Agreement, at the end of the 24-month period, Lessee will not have the option of purchasing the 2020 Harley-Davidson Motorcycle(s) covered by this Agreement. In the event Lessee is allowed to purchase any one or more of the motorcycles covered by this Agreement, then Lessee shall be required

to execute any and all sales documentation which is customarily utilized Lessor in connection with its sales operations. The purchase, if applicable, will be consummated at the end of the Lease Agreement term.

12. OPTION TO EXTEND.

Lessee shall NOT have the further option to extend this lease for 2 successive terms, each such option of which must be exercised within 60 days of the expiration of each term. Upon each renewal, the parties shall agree upon the quantity of motorcycles, and if the parties are unable to agree on the quantity, then the quantity specified in the first term of this Agreement shall control. The rental rate for each successive term shall be as follows: NA

13. ADDITIONAL TERMS.

The Lessee is responsible for buying and installing Lessee's police equipment (lights, sirens, etc).

Lease vehicles to be titled using Standard Retail Installment Contract and Security Agreement with Dillon Brothers Harley-Davidson noted as security lien holder.

Excess mileage \$.15/mile. All service & repairs to be performed a Dillon Brothers Harley-Davidson. Lease amount includes 1,000 mile break-in service and subsequent services on 5,000 mile intervals. Brake flush service to be included in this lease as well. Tires to be replaced on case by case basis. Lessee agrees to maintain proper tire pressure on all units. Bellevue Police Department is responsible for all damage incurred to units.

CITY OF BELLEVUE (BELLEVUE POLICE DEPT)
Lessee

By _____

Date: _____

DILLON BROTHERS HARLEY-DAVIDSON, INC.,
Lessor

By  M. BISCHOF

Date: 7/19/23

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 8/1/2023		SUBMITTED BY: Jim Ristow	
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 purchase of a vehicle for Code Enforcement.

SYNOPSIS/BACKGROUND:

Code Enforcement has an immediate need to replace one vehicle that has maintenance issues beyond repair. The cost of the new vehicle is \$41,484. The vehicle is not budgeted in the current fiscal year; however, due to manufacturing delays in production the vehicle had to be ordered in the year 2022 with a ship date of Fall of 2023. The vehicle has arrived earlier than expected and we would like to take possession immediately. The vehicle purchase will be removed from the 2024 budget.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the purchase of the vehicle for Code Enforcement in an amount not to exceed \$41,484

ATTACHMENTS:

- | | | |
|---|--|-------------------------|
| 1. <input type="text" value="Contract 15727 OC"/> | 2. <input type="text" value="Purchase approval letter"/> | 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:





August 17th, 2022

City of Bellevue Code Enforcement

Contract 15727 OC

- Line 1: 2023 Ford F150 4 dr Crew Cab 4x4 XL: \$41,089.00
- Color: Agate Black--included
- Line 5: Vinyl trimmed bucket seats with arm rests: \$395.00

Total : \$41,484.00

Bobby Colclasure
Anderson Auto Group
Commercial & Fleet Director
2500 Wildcat Dr., Lincoln, NE 68521
Cell-402-617-4521



City of Bellevue
Office of Bellevue Code Enforcement
1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3050

To: Director Mark Elbert
From: Supervisor Joe Bockman
Date: August 17, 2022
Re: Request Permission for Code Vehicle Purchase (2023 Ford F150 4X4)

Requesting permission to purchase the 2023 Ford F150 4x4 for \$41,484, per attached bid sheet, to replace the 2010 Chevy Colorado due to excessive oil consumption.

The order bank closes on Friday, August 19, 2022, of which we have to place the order.

Thank you for your consideration.

Cordially,

Joe Bockman
Supervisor, Bellevue Code Enforcement

APPROVED
Mark Elbert
8-18-22
PER JIM

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: August 1, 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:

2023 City of Bellevue Bi-Annual Bridge Inspections

SYNOPSIS/BACKGROUND:

HGM Associates, Inc. will perform a routine inspection for each City bridge structure and provide a written inspection report. The Nebraska Department of Roads (NDOR) requires the bridge structures to be inspected Bi-Annually. HGM Associates, Inc. will provide a copy of the written inspection report to the NDOR. The scope of services are more specifically described in Exhibit A, general provisions in Exhibit B and a list of bridges owned by the City are outlined in Exhibit C.

FISCAL IMPACT:: \$37,650.00 BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: HGM Associates, Inc.	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: 2023 City of Bellevue Bridge Inspections		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE: INSURANCE REQUIRED: YES
CIP PROJECT NAME:		CIP PROJECT NAME:
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):
ACCOUNTING DISTRIBUTION CODE: 7050	ACCOUNT NUMBER: 10-10	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Associates, Inc. in an amount not to exceed \$ 37,650 for the 2023 City of Bellevue Bridge Inspections.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



July 25, 2023

Mr. David Goedeken, P.E.

Public Works Director
City of Bellevue, NE
1510 Wall Street
Bellevue, NE 68005

Subject: 2023- 2024 City of Bellevue Bridge Inspection
29 Structures
HGM Proposal No. 000723-139

Dear David:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering services for the referenced project. This agreement consists of this letter, the attached Scope of Services labeled as Exhibit A and the attached General Provisions labeled as Exhibit B.

HGM will provide Basic Services including the re-inspection of 29 bridges. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization. A list of bridges owned by the City of Bellevue is attached as Exhibit C.

HGM will provide these Basic Services on an hourly basis with our total cost estimate not to exceed \$37,650. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

Mr. David Goedeken, P.E.

July 25, 2023

Page 2 of 2

We anticipate that we will be able to begin work on this project immediately upon receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that all inspection work can then be completed by November 2023 and September 2024 in accordance with NBIS requirements. Final inspection reports will be completed by December 2023 and October 2024. If at any time we are delayed in the performance of these services, we will notify you immediately. Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to the start of our work.

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office; OR, you may then scan a complete set of this document and email it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT



Stephen W. Moffitt, P.E.
Structural Project Manager

Acceptance of Proposal:
CITY OF BELLEVUE - CLIENT

Authorized Signature

Printed Name & Title

Date of Acceptance

This is an exhibit attached to and made part of the letter agreement dated July 25, 2023, between: CITY OF BELLEVUE, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (HGM) (CONSULTANT).

Subject: 2023 - 2024 City of Bellevue Bridge Inspection
29 Structures
HGM Proposal No. 000723-139

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

Routine Inspection

CONSULTANT will perform a Routine Inspection using personnel that are qualified as Team Leaders in accordance with CFR Section 650 Subpart C. Photographs will be taken of the roadway and general elevation views of the structure in addition to detail photos of deficiencies that are found. We will perform the underwater inspection of these structures whenever possible by conventional methods (sounding, probing, or use of chest waders). Use of divers is not included in this proposal.

Inspection Report

CONSULTANT will provide an inspection report for each bridge consisting of the following items to be placed in the CLIENT'S permanent file:

1. *Routine Inspection Field Report* which includes a written summary of the BrM inspection data, current data regarding bridge deficiencies, structural conditions of bridge members including section loss estimates, effectiveness of past repairs, and channel and scour conditions noted in the field.
2. *Photograph Sheets* that include captions dictated on site.
3. *Current SIA Form* showing the data included in the BrM database.
4. *Recommended Maintenance Items Checklist* showing the deficient items that should be corrected as part of the routine bridge maintenance program.
5. *Certification of Inspection* including the Team Leaders or Program Managers signature.
6. *Critical Findings Report* will be included if a deficiency is found that requires immediate follow up or action.
7. *BrM Data* will be entered into the NDOR database by the CONSULTANT.

Element Level Inspection

12 bridges require element level field inspection and reporting due to their location on designated National Highway System roadways. These bridges will be inspected in accordance with the NDOR Bridge Inspection Program (BIP) Manual requirements for element level inspections and reporting in BrM.

Initial Inspections

During the last inspection cycle, three bridge sized structures were found within the City of Bellevue. Initial BrM record setup and form preparation will be performed to include these three structures in the NDOT and City of Bellevue record keeping system.

Client Responsibilities

1. None.

This is an exhibit attached to and made part of the letter agreement dated July 25, 2023, between: CITY OF BELLEVUE, PUBLIC WORKS DEPARTMENT (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination or Suspension: If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

Information Furnished by CLIENT: CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

Information Furnished by Utility Companies: The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

Waiver of Consequential Damages: Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

Construction Phase Services: (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Construction Staking: That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

Hazardous Materials: The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

Residency Verification Clause: Pursuant to Neb. Rev. Stat. § 4-114 *et seq.*, each party shall 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.

ADDENDUM

This Addendum is made this 25th day of July 2023, by and between the City of Bellevue, a Municipal Corporation (hereinafter referred to as "City") and HGM Associates Inc., (hereinafter referred to as "Contractor"), pursuant to the Contract entered into between the parties dated the 25th day of July 2023.

City and Contractor agree that the following provision is agreed to and incorporated by reference into the Agreement:

NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contract agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Date: July 25, 2023.

THE CITY OF BELLEVUE, NEBRASKA

HGM ASSOCIATES INC.- CONSULTANT

By: _____
Name: _____
Title: _____

By: 
Name: Stephen W. Moffitt
Title: Structural Project Manager

ATTEST:

City Clerk

**City of Bellevue
Bridges Requiring NBIS Inspection**

Bridge #	Location	Lat	Long	Type	Description	Spans	Year	Element	Special 12 Mo.	Previous Inspection Date
U02301890	N370 over BNSF RR			302	Steel Stringer	3	ODD	Y		10/11/2021
U02301670	N370 0.1 E of Ft. Crook Rd			119	Concrete Culvert	2	ODD	Y		10/11/2021
U0230F4305	Betz Rd @ N370	41d 08' 12"	95d 55' 06"	119	Concrete Culvert	2	ODD			10/11/2021
U023000210P	Camp Brewster @ Ft Crook Rd	41d 10' 24"	95d 55' 24"	119	Concrete Culvert	2	ODD			10/12/2021
U023000620P	Harvel Dr @ Kayleen Dr	41d 09' 00"	95d 54' 24"	119	Concrete Culvert	2	ODD	Y		10/12/2021
U0230A0810	Galvin @ Hansen	41d 08' 24"	95d 54' 24"	402	Steel Multi-Beam	1	ODD			10/12/2021
U0230C4310	0.4 N JCT Cornhusker / Ft Crook	41d 09' 24"	95d 55' 18"	504	P/S Conc. Tee Beam	1	ODD			10/12/2021
U023000815P	Quail Drive @ Capehart	41d 08' 00"	95d 58' 06"	119	Concrete Culvert	2	ODD			10/13/2021
U023001205P	Capehart Rd @ Kennedy Exp	41d 07' 00"	95d 56' 06"	402	Steel Multi-Beam	4	ODD			10/13/2021
U023004103P	Lynnwood Dr and 25th St			119	Concrete Culvert	2	ODD			10/13/2021
U02301620	N370 over UP/BNSF RR			402	Steel Multi-Beam	3	ODD	Y		10/13/2021
U02301654	N370 over Ft. Crook Rd			305	Steel Multi-Box Beam	1	ODD	Y		10/13/2021
U023004325P	NB Ft Crook Rd over UP/BNSF/Papio			402	Continuous Steel Girder	12	EVEN	Y - Even	Y - Odd	11/11/2022
U023000410P	Kasper St @ Ft Crook Rd	41d 10' 00"	95d 55' 18"	119	Concrete Culvert	2	EVEN			9/27/2022
U0230C4315	150' S Jct. Avery / Ft. Crook Rd	41d 09' 24"	95d 55' 18"	504	P/S Conc. Tee Beam	1	EVEN			9/27/2022
U023010815P	Maas Road @ S 42nd St			502	P/S Concrete Girder	1	EVEN			9/28/2022
U0230B4340	0.1 S JCT N370 / Ft Crook	41d 08' 06"	95d 55' 18"	119	Concrete Culvert	5	EVEN	Y		9/28/2022
U0230B4355	Ft Crook Rd @ Peoples Rd	41d 09' 24"	95d 55' 18"	119	Concrete Culvert	2	EVEN	Y		9/28/2022
U0230C4305	Peoples Rd @ Ft. Crook Rd	41d 09' 24"	95d 55' 18"	504	P/S Conc. Tee Beam	1	EVEN			9/28/2022
U023000615P	Cornhusker Rd @ Ft Crook Rd	41d 09' 12"	95d 55' 24"	502	P/S Concrete Girder	4	EVEN	Y		9/29/2022
U023003905	36th St @ Edgerton Dr.	41d 08' 24"	95d 58' 0"	402	Continuous Steel Girder	3	EVEN			9/29/2022
U023001210P	Capehart Rd over BNSF RR			402	Continuous Steel Girder	3	EVEN			10/6/2022
Setup BrM	Englewood Dr. 200' E of Betz Rd			119	Concrete Culvert	2	EVEN			10/28/2022
Setup BrM	Everett Park Pedestrian Bridge			504	P/S Conc. Tee Beam	1	EVEN			10/28/2022
Setup BrM	Twin Ridge Dr. 200' E of Betz Rd			119	Concrete Culvert	2	EVEN			10/28/2022
U0230B4335	0.2 S JCT N370 / Ft Crook	41d 08' 00"	95d 55' 18"	119	Concrete Culvert	3	EVEN	Y		10/28/2022
U023004330P	Capehart Rd over Ft Crook Rd			402	Continuous Steel Girder	2	EVEN	Y		11/9/2022
U023004324P	SB Ft Crook Rd over UP/BNSF/Papio			402	Continuous Steel Girder	11	EVEN	Y		11/20/2022
U023031235	Shilling Dr @ Ft Crook Rd - CLOSED	41d 07' 00"	95d 55' 24"	702	Timber Multi-Beam	12	ODD			CLOSED

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 8/01/2023		SUBMITTED BY: Jim Ristow / LB840 Committee	
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:

Recommendation from Program Administrator regarding the use of LB840 Economic Development Fund to loan Switchback Entertainment, LLC, funds for acquisition of machinery.

SYNOPSIS/BACKGROUND:

Under the cities adopted LB840 plan the City of Bellevue may loan funds to a qualified business for equipment and improvements to infrastructure when business is located in the LB840 District. The program Administrator shall recommend the loan to the Mayor and City Council if the project meets the goals and strategies of the Economic Development Program. The Program Administrator now recommends the loan to Switchback Entertainment, LLC, The Alley at 601 Chateau Drive, Bellevue, NE 68005. The loan application herein outlines the request and includes financials, etc. This request seeks a \$500,000 loan with a 5 year balloon structure with a 6% annual interest rate on a 20 year amortization period.

FISCAL IMPACT: \$500,000 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: LB840 Loan Fund

CONTRACT EFFECTIVE DATE: 8/15/23 CONTRACT TERM: 20 year CONTRACT END DATE: 8/15/43

PROJECT NAME: The Alley

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: CIP PROJECT NAME: STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the recommendation for loan using the LB840 Economic Development Funds. Financials and Marketing Plans are protected records due to confidentiality and are available to review in the Program Administrators office.

ATTACHMENTS:

- | | | |
|-------------------------------|-------------------------------|-----------------|
| 1. LB840 Assistance Agreement | 2. Bellevue Dev. Program Loan | 3. Cover Letter |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

To Whom It May Concern,

I, Steven M Kucirek Jr, the sole and 100% owner of Switchgear Entertainment, LLC (d/b/a The Alley at 601 Chateau Dr, Bellevue, NE 68005) am hereby respectfully requesting a loan of \$500,000 from the City of Bellevue through the Nebraska LB840 Economic Development Program.

I am currently renovating the above property, formerly Leopard Lanes, a family-operated business that provided entertainment services in Bellevue for nearly 50 years. The business was shuttered due to the COVID-19 pandemic. I intend to reopen the facility as a bowling alley and family entertainment center with 32 lanes of bowling, at least 7 lanes of axe throwing, a full service bar, and a full service kitchen operated by Frank's Pizza. I intend to make this facility an entertainment destination for the City of Bellevue and the surrounding communities.

If granted the \$500,000 loan, I will utilize these funds to purchase the necessary bowling equipment for the facility – lanes, ball returns, pins, shoes, balls, pinsetters, masking units, etc. These funds will also be used for shipping/freight of these materials to Bellevue and to cover the cost of installation.

As it relates to the facility, renovations are more than 50% complete with the majority of work remaining being drywalling, painting, flooring installation, installation of the bar and beverage lines, and the roof-mounted HVAC units. Besides renovations, work is being focused on preparing staffing requirements, including financial compensation plans. We are anticipating an opening date of September/October 2023.

I am very much open to negotiating the terms and conditions of this \$500,000 loan. I humbly propose an initial 5-year balloon structure with a 6% annual interest rate on a 20-year amortization period. Furthermore, I would potentially propose that at the end of 24-months, a balance of \$200,000 would be due and the remaining loan balance would have a standard amortization schedule of 3-5 years at 6%. I would request the right to prepay the loan balance early with no prepayment penalty.

I have enclosed all requested application materials including my personal financial information, 5-year business performance projections, my business plan, an appraisal of the property (with full FF&E) and estimated costs of the ongoing renovations at the above address. I am also including a basic floor plan which demonstrates the proposed physical layout of the facility.

Please understand that I fully believe in this project, and, as such, I have invested more than \$350,000 of my own life savings at the age of 37 towards this project. I am entirely confident that this facility will be a financial success, as well as a successful entertainment destination for the Community of Bellevue.

I welcome all questions and concerns. Thank you for your consideration.

Respectfully submitted,
Steven M Kucirek Jr,
Owner, Switchgear Entertainment, LLC

**CITY OF BELLEVUE, NEBRASKA REQUEST FOR ASSISTANCE
AGREEMENT**

THIS REQUEST, is made on this 17TH day of JULY, 20 23,
by STEVEN M KUCURAK JR, OWNER, of SWITCHGEAR ENTERTAINMENT, LLC
d/b/a THE ALLEY (Hereinafter referred to as the "Applicant") to
the City of Bellevue, Nebraska (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, Applicant has requested the City to investigate the feasibility of obtaining a Bellevue Nebraska Economic Development Program Loan in connection with the financing of a project to be undertaken by Applicant.

NOW, THEREFORE, in consideration of the request the following may be done:

- 1) City agrees to work with the Applicant to investigate the feasibility of obtaining financing through the Bellevue Nebraska Economic Development Program Loan for the Project. City will investigate the financial condition of Applicant and determine whether or not a Bellevue Nebraska Economic Development Program Loan is appropriate. City will submit the needed paperwork for a Bellevue Nebraska Economic Development Program Loan for the Applicant to the appropriate committees and City Council, if:
 - a. Applicant is within the eligibility criteria and the Project is likely to be approved by the City Council for a Bellevue Nebraska Economic Development Program Loan, and;
 - b. All elements of the Project can be financed and /or paid for through the infusion of equity capital by the Applicant.
- 2) If the City determines, in its sole discretion, that the Applicant is eligible for a Bellevue Nebraska Economic Development Program Loan, then, and in such event, City will advise and consult with the Applicant in the preparation by the Applicant for a complete set of Loan documents together with supporting exhibits, for the purpose of making application for an Bellevue Nebraska Economic Development Program Loan (hereinafter referred to as the "Loan Package"). The Loan Package shall be for the sole benefit of the Applicant provided however, that such Loan Package shall be used by the City in connection with the Application for a City Loan on behalf of the Applicant, provided, however, that the Loan Package may be used by the Applicant in seeking financial assistance or guarantees from other governmental agencies and/or private lenders.
- 3) Applicant hereby acknowledges that the Applicant is charged with the actual responsibility of preparing the Loan Package, and that the City's sole responsibility in connection with the preparation of the Loan Package shall be to consult with and advise the Applicant. The Applicant further acknowledges that the Applicant will be required to promptly and accurately supply financial information concerning the Project, the operation of Project, together with the manner, method and terms of financing the Project. Applicant further specifically acknowledges and agrees that the obtaining of Loan Package approval, or any other financing is dependent upon many factors that the City cannot control, including but not limited to economic factors and the decisions of the City Council, accordingly, the City does not guarantee that the Applicant will obtain financing for the Project. Applicant hereby covenants and agrees that City shall not be responsible, in any manner, or liable to the Applicant or any other person in the event that the Applicant is unable to obtain Loan Package approval, or any other type of financing for the Project, whether from the City or any other

governmental or public source, or from any private financing sources. Applicant also further covenants and agrees that the City shall not be liable for any of the debts or obligations incurred in and for the assistance of benefit of the Applicant. Applicant further agrees that Applicant will hold the City harmless, and pay all costs and expenses, including attorney's fees, in the event that any claim is made or lawsuit is filed by or against the City arising out of any transaction with or assistance to the Applicant which may in any way be connected with the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, caused to be duly executed this Agreement, and have affixed or caused to be duly affixed hereto their seals, this 17th day of JULY, 2023.

APPLICANT

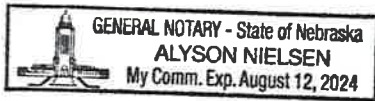
BY:  STEVEN M. KUCIREK JR

ACKNOWLEDGEMENT

State of Nebraska)
County of Sarpy) ss.

The foregoing instrument was acknowledged before me this 17th day of July, 2023.

By: Steven M Kucirek Jr
(printed name of person acknowledged)




Notary Public

**Bellevue Nebraska Economic Development Program Loan:
Property Option and Acquisition Application
(Application is an Official Public Document)**

Option & Acquisition Information:

Name of Organization to Receive Assistance:	SWITCHGEAR ENTERTAINMENT, LLC THE ALBY
Address:	601 CHATEAU DR BELLEVUE, NE 68005
Contact Person Name:	STEVE KUCUREK
Contact Person Phone Number:	757-771-7760
Contact Person Email:	STEVENMKUCUREKJR@YAHOO.COM
Federal ID #:	88-3643470
Business Organization (mark one):	<input type="checkbox"/> Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other (please explain): <u>LLC</u>
Does the Company have a Parent or Subsidiaries?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, Identify Name & Address:	

Current Property Ownership Information Regarding the Subject Property:

Property Type:	<input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Flex Use <input type="checkbox"/> Existing Building <input type="checkbox"/> Other (please explain): _____
Address (mailing):	601 CHATEAU DR BELLEVUE, NE 68005
Parcel Number:	010748040
Legal Description:	SBE ENCLOSED COUNTY TAX PAGE
Owner:	SWITCHGEAR ENTERTAINMENT, LLC

Employment Information Personnel: Note -- Full-Time-Equivalent, FTE is based upon 2,080 hours per year.

Existing number of FTE positions: 0

FTE positions to be **Created** within IMMEDIATELY months of application approval: 20+

***Include a list of hourly wages for all new jobs proposed.**

If jobs would be lost without loan approval, total number of FTE jobs **Retained:** 20+

What is the average wage for FTEs? \$40,000 - \$80,000 DEPENDING ON POSITION

Duration of commitment to maintain jobs in the community: 5+ years.

Please describe all benefits which the business provides to employees:

EMPLOYMENT, HEALTH INSURANCE, POTENTIAL FOR 401K

B. Project Information

USE OF FUNDS:	Total Project Cost	Loan Funds Requested	Total Funds
Land Acquisition ↙	\$875,000	—	
Building Acquisition ↘			
Renovation	\$1,200,000		
New Facility Construction			
Acquisition of Machinery/Equipment	\$892,000	\$500,000	
Acquisition of Furniture/Fixtures			
Working Capital (Includes Inventory)	\$100,000		
Other (Specify) SUPPLIES	\$25,000		
Other (Specify)			
Other (Specify)			
Other (Specify)			
Other (Specify)			
Total:	\$3,092,000	\$500,000	

Please identify any gaps in financing:

SHOULD BE NO GAPS IN FINANCING.
FINANCING HANDLED BY PRIVATE INVESTORS, SMALL BUSINESS LOANS,
AND MY PERSONAL COFFERS

C. Sources of Funds:

Note: Public sources of financing require the participation of a Bank and/or an injection of equity (non-debt) funds.

Participating Lender Information:

Name of Lending Institution:	WESTSIDE STATE BANK
Address:	923 GALVIN RD SUITE 110 BELLEVUE, NE 68005
Contact Person Name:	HEATH PAULSON
Contact Phone Number:	402-509-9610
Loan Amount:	\$ 700,000
Loan Term: (Yrs)	5 YEARS
Interest Rate: (%)	6.50%
Variable or Fixed:	FIXED
Collateral Required:	BUILDING
Equity Required:	20% DOWN PAYMENT OF PURCHASE PRICE

Equity Information:

Amount available from business or owners for investment:	\$ 1.6M
Source of owner's equity into project:	PERSONAL FUNDS PRIVATE INVESTORS

Project Location: (mark one)

Within the City Limits of Bellevue	YES
In the City Extra-Territorial Jurisdiction (ETJ)	

D. Attach the following items: (Items 8-13 shall be considered confidential)

1) Brief description of the business' history:

FORMERLY THE LEOPARD LANES BOWLING ALLEY WHICH
OPERATED FOR 48+ YEARS. WAS SHUTTERED DUE TO
COVID-19 PANDEMIC. WAS FAMILY-OWNED & OPERATED
SINCE OPENING.
I AM RE-OPENING THE FACILITY WITH 32 LANES OF
BOWLING, 7 LANES OF AXE THROWING, A FULL SERVICE
KITCHEN (OPERATED BY FRANK'S PIZZA), AND OTHER
UPGRADED AMENITIES.

2) Brief description of the proposed project.

Has any part of this project been started? Yes No

I PURCHASED THE PROPERTY OCTOBER 2022. RENOVATIONS
HAVE BEEN ONGOING SINCE MAY 2023.
EXPECTED OPENING DATE IS OCTOBER / SEPTEMBER 2023

3) Description of impact of project on applicant and community:

THIS ALLEY WAS A CHERISHED ENTERTAINMENT CENTER FOR
NEARLY 50 40+ YEARS. I HAVE RECEIVED COUNTLESS
REQUESTS FOR PARTIES - CHILDREN, CORPORATE, AND REUNIONS.
THE CITY OF BELLEVUE HAS VERY LIMITED ENTERTAINMENT
OPTIONS CAUSING CITIZENS TO DRIVE OUT OF THE
CITY. THIS PROJECT WILL HELP KEEP BELLEVUE'S
MONEY IN BELLEVUE!

Supplemental Information:

Please provide the following attachments:

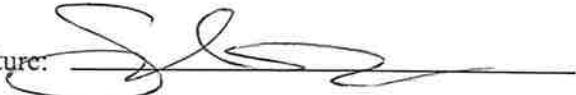
- Aerial map of the subject property*
- Copy of a recently completed property title search*
- Copy of a recent property appraisal*
- A signed copy of the legal agreement under consideration for the property option or acquisition*
- Due diligence and planning proposal with cost estimates*

The City of Bellevue may request additional information from applicants if needed.

Once all documents have been received, the City of Bellevue staff will review the application to determine if it meets the Bellevue Nebraska Economic Development Program eligibility requirements. If eligible, a meeting will be scheduled with you.

This application information is accurate to the best of my knowledge and belief. The information is provided to help evaluate the feasibility of obtaining public financial assistance. I understand this application is public information and is subject to public disclosure during the application process.

Dated: 7/17/2025 Company: SWITCHGEAR ENTERTAINMENT, LLC

Title: OWNER, STEVE WUREK Signature: 

10) Provide:

Available in Program Administrator's Office

Personal Financial Statement and resumes for each person owning 20% or more of the business.	
--	--

11) Provide:

Credit Report from 2 primary credit reporting agencies. (Contact your bank for information.)	
---	--

12) Provide:

Monthly cash flow analysis for the next 12 months; and for new businesses a cash flow analysis for 3 months beyond the breakeven point	
--	--

13) Provide:

Indemnification Agreement	
---------------------------	--

14) Provide:

Tax Returns for the last three (3) years	
--	--

Once all documents have been received, the City of Bellevue staff will review the application to determine if it meets the Bellevue Nebraska Economic Development Program Loan eligibility requirements. If eligible, a meeting will be scheduled with you.

The above information is accurate to the best of my knowledge and belief. The above information is provided to help you evaluate the feasibility of obtaining public financial assistance. I understand that pages 1-4 of this application are public information and are subject to public disclosure during the application process.

Dated: 7/17/23

Signature: 

July 27th, 2023

Administration

- Library groundbreaking
- NC3 / Project Reach weekly meeting
- Good Life Transformational Act review
- ACC Meeting
- Developer meeting – Entertainment District
- Fastwyre monthly meeting
- Grow Sarpy review meeting
- Parks Master Plan review
- 50 Mile March Mission review
- Meeting with Sarpy officials and Fire dept regarding rescue boat
- Prairie Hills Farm master site visioning workshop
- Grow Sarpy project review
- Nebraska Humane Society follow-up
- BPD Awards ceremony
- BPOA retirement committee meeting
-

Finance

(See Attached)

Public Works:

- **MONITORING FASTWYRE CONTRACTS AND PERMITS**
- **PREPARING FOR NDEE REVIEW OF MS4 PROGRAM**
- **NEW MANAGER OF ENGINEERING POSITION TO START AUGUST 14**
- **PROJECTING REVIEWING PROJECTS FOR 2024**

Engineering:

- Various project management projects
 - CDBG Sidewalks
 - 2023 Concrete Rehab Project
 - Library Rehab. Project
 - 36th Street Bline to Sheridan
 - Galvin Road Pedestrian Bridge
 - Cedar Island Road Asphalt Overlay

CITY OF BELLEVUE
ADMINISTRATION REPORT

- 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
- Assist with setup of National Night Out
- Tree maintenance in various parks
- All Rec. leagues are in operation
- Swim season in full operation with lessons and pool usage
- 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
- Street striping and markings
- Sign and signal repairs

Waste Water:

- **JETTING**
- **REPAIRING LINES FOUND DURING JETTING AND TV SCHEDULED INSPECTIONS AS NEEDED**
- **LIFT STATION INSPECTIONS**
- **PREPARING STATE REPORTS**
- **CONSULTANT WORK**
 - **CIPP DESIGN PROCESS**
 - **QUAIL CREEK LIFT STATION PLAN REVIEW**
- **PREVENT MAINTENANCE ON VEHICLES**

Fleet:

- **PREP. WORK ON NEW POLICE VEHICLES**
- **TYPICAL CITY VEHICLE MAINTENANCE**

Building Maintenance:

- **MONITOR CONSTRUCTION WORK OF THE NEW LIBRARY**
- **EXPERIENCING AIR CONDITIONER MAINTENANCE DUE TO HOT WEATHER**
- **CITY HAD HIRED A NEW CUSTODIAN**

Planning

- Continued work on the CIP/budget
- Finalized the 2023 Master Park Plan Update
- Met with a developer on an affordable senior housing project
- Conducted consultant interviews for the Comprehensive Plan Update and Long-Range Transportation Plan
- Met on the Prairie Hill Farm project

Permits and Inspections

- Inspections Performed – 797
- New Permits Issued for Single Family Dwellings – 11

Code Enforcement

Calls – 376

Notices – 139

Zoning – 17

Clean Ups – 6

Tree Removal – 0

Certified Notices – 9

Officer Initiated – 70

Towed Vehicles – 0

Red Tags – 6

Police

- 07/05 – City Council Meeting
- 07/06 – Library Groundbreaking
- 07/11 – Retiree Luncheon
- 07/12 – Teen Academy Kick-off
 - Lt's and Capt's Meeting
- 07/13 – Teen Academy Graduation

CITY OF BELLEVUE
ADMINISTRATION REPORT

- 07/17 – Meeting with 55th SF Lt. Col. Drew Ferguson
 - Rural Violent Crime Reduction webinar
- 07/18 – City Council Meeting
- 07/20 – BPD Awards Ceremony
- 07/21 – National Policing Institute Fellows Forum
- 07/27 – Bellevue Together – back to school event

Library

- A groundbreaking ceremony for the new library space at 2206 Longo Drive was held at 4 p.m. at the project site on Thursday, July 6. The library is most appreciative of all those who participated in the ceremony, including City Administrator Jim Ristow, who gave the opening remarks and served as master of ceremonies, and Mayor Rusty Hike, who was an honored speaker at the event. The library also extends its gratitude to City Council members Jerry McCaw, Don Preister, and Kathy Welch for attending the event and lending their support. Other speakers at the ceremony included Michelle Boyce, the Bellevue Library Foundation president and chairperson of the Fundraising Committee for the project, and Evonne Edgington, president of the Bellevue Library Advisory Board. Members of the Library Board, the Foundation, and the Friends of the Bellevue Public Library, as well as library staff members, were among those attending. Special thanks to other City staffers Phil Davidson, Staci Nelson, Lisa Rybar and Building and Maintenance team members for helping with the organization and staging of the event. Also, thanks are extended to members of the Bellevue East Jazz Band who volunteered to perform prior to the ceremony. Construction of the new library space is underway, with the renovation portion amounting to about 17,000 square feet and a new addition of about 6,000 square feet. Rogge Construction is the contractor for the project. The new library is expected to open in the fall of 2024.
- Mayor Hike presented a certificate of appreciation to Felicia LaCosse for her 25 years of service to the library on July 19th. The presentation was part of a staff celebration of Felicia's accomplishment and dedication to the library. In 1998, she started at the Circulation desk, but has spent most of her 25 years working in the Technical Services department of the library where she continues to serve as the Technical Services librarian in charge of audio-visual materials.
- Summer Library Programs (SLPs) continue for children and young adults and will wrap up on July 31. Special activities for children during July have included Stomp Chomp Roar: Find Your Dinosaur Voice on July 8; Kids Yoga with Sarah Lively on July 15; the Omaha Pipes & Drums on July 15; and preschool Storytime featuring Piper Porras from Bellevue East, who

CITY OF BELLEVUE
ADMINISTRATION REPORT

helped present the storytime on the library lawn in English and Spanish on July 10 and 11. Young Adult activities have included a Babysitting Certification class with the Nebraska Extension agency on July 22; a Tiny Art Show contest; and Virtual Reality sessions on July 21. Several take-home kits and other activities have also been held throughout the month of July.

The Young Adult department held two Sound Bath relaxation and mindfulness sessions on July 13 – one for teens and one for adults. The sessions were conducted by the Omaha Integrative Care agency. In addition, the YA department teamed with the Adult department to hold all-ages jigsaw puzzle races on June 25. There were team categories for 2-3 players with 300-piece puzzles and 4-5 players with 500-piece puzzles. Winning teams completed the puzzles in less th

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 July 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	32,219,177	153,100	2,846,198	33,612,969	33,612,969	0
Sales Taxes	14,433,140	(35,610)	739,913	17,362,500	17,362,500	0
Occupation/Business Taxes	1,714,490	(81,337)	37,290	1,668,133	1,668,133	0
Other Revenues Including Bond Proceeds	30,784,943	4,355,520	(15,580,024)	53,844,759	53,844,759	0
Total Revenues	<u>79,151,750</u>	<u>4,391,673</u>	<u>(11,956,623)</u>	<u>106,488,361</u>	<u>106,488,361</u>	<u>0</u>
Expenditures						
Personnel	33,058,272	1,199,387	(3,061,196)	42,492,020	42,492,020	0
Department Expenditures	19,775,008	2,287,275	(2,185,514)	26,382,094	26,382,094	0
Capital Expenditures	8,753,983	(8,753,983)	5,091,478	30,216,600	30,216,600	0
Other Expenditures Including Bond Expenditures	4,609,597	72,418	10,719,347	10,397,647	10,397,647	0
Total Expenditures	<u>66,196,860</u>	<u>(5,200,903)</u>	<u>10,564,115</u>	<u>109,488,361</u>	<u>109,488,361</u>	<u>0</u>
Net Revenues	<u>12,954,890</u>	<u>(809,230)</u>	<u>(1,392,508)</u>	<u>(3,000,000)</u>	<u>(3,000,000)</u>	<u>0</u>

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	<u>74,605,000</u>	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	<u>\$ 80,886,250</u>	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

Ending cash will be less than budgeted due to use of cash reserves instead of new bond issuance to fund projects.

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 budget shall be presented to Council for first reading on August 15th. Current draft has spending of \$145 million of which \$63 million is spending on capital projects, up from \$30 million in last year’s budget. The City will continue to use some of its cash reserves (\$3 million) to ensure effective use of cash balances.

**City of Bellevue
2023-24 Annual Budget
Fund Balance Cash Roll-Forward by Fund
Preliminary Draft**

	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 09-30-23	\$ 38,829,540.44	\$ 20,377,306	\$ 5,791,924	\$ 4,200,860	\$ 614,366	\$ 186,254	\$ 147,404	\$ 7,511,427
Budgeted Revenues	\$ 141,965,857.79	115,866,279	15,375,890	1,192,900	783,100	1,046,617	100,146	7,600,927
Budgeted Expenditures	\$ 144,965,857.79	119,366,279	14,875,890	1,192,900	783,100	1,046,617	100,146	7,600,927
Budgeted Net increase / (decrease)	\$ (3,000,000.00)	(3,500,000)	500,000	-	-	-	-	-
Budgeted Fund Balance (Cash) at 09-30-24	\$ 35,829,540.44	\$ 16,877,306	\$ 6,291,924	\$ 4,200,860	\$ 614,366	\$ 186,254	\$ 147,404	\$ 7,511,427

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 7/25/2023

A. General Items:

- QA/QI
- Working on scheduling additional training with our medical director for all 3 shifts. We are also working with local hospitals for additional training.
- We continue to improve our cardiac arrest program by consulting with the other agencies involved and making changes as needed.
- EMS has a new set of Guidelines slated to start August 1st. The shifts have spent the last several weeks reviewing and training over the changes. These Guidelines are very proactive and will allow us to provide the highest level of care possible pre-hospital
- Meeting with Sarpy County on civil defense sire upgrades.
- Working on yearly hose test all BFD hose is pressure tested and inspected.
- Seven new recruits will start academy mid-august.

B. Training:

- Hands on respiratory scenarios
- Pit crew CPR training
- Narcan training for EMT's
- Scene size up for working fires
- Hose and nozzle deployment and training

C. Inspections:

- Plan review hood suppression system 7003 S. 36th St. China Taste.
- Final building inspection 2005 Franklin St.
- Witness air test of new fuel at Select Mart 4741 Giles Rd.
- Inspect firework stand removal.
- Plan review fire alarm upgrade Bimbo Barker 1310 Fort Crook RD. N.
- Fire alarm plan review The Alley 601 Chateau Dr.
- Remodel plan review Color Smith + Co 3906 Twin Creek Dr. Bay 104.
- Resubmission plans review Mega Saver 12701 S. 28th Ave.





City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

D. Calls: June 24, 2023 through July 24, 2023

Fire – 149

Rescue - 385

E. Ambulance Billing

June 1-30, 2023

\$ 321,192.00 in claims has been sent to health insurance companies (362 insurance claims)
<\$ 144,536.40> approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$321,192.00)

=====

\$ 176,655.60 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$134,923.01 deposited into the bank June 1-30, 2023

10,040.14 additional revenue in Credit/Debit card payments were received June 1-30, 2023.

\$144,963.15 TOTAL June 1-30, 2023 rescue fee revenue

Statement Billing:

461 statements were mailed to patients for unpaid account balances

These statements totaled \$ 284,995.95

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 6/26/2023 through 7/2/2023

Monday	AM	E1, T21, T31 & E41	3 Person	
Monday	PM	T31	3 Person	
Tuesday	AM	E1	3 Person	
Tuesday	PM	E1	3 Person	
Wednesday	AM	T21, T31	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1, T21, & E41	3 Person	
Thursday	PM	T21 & E41	3 Person	
Friday	AM	E1 3 Person, T31 Closed		No Batt. 2
Friday	PM	E1, T21, T31 & E41	3 Person	No Batt. 2
Saturday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2
Saturday	PM	E1, T21, T31 & E41	3 Person	
Sunday	AM	E1, T21 3 Person, E41 Closed		
Sunday	PM	E1, T21, T31 & E41	3 Person	No Batt. 2

Staffing Report from 7/3/2023 through 7/9/2023

Monday	AM	E1, T21, T31 & E41	3 Person	
Monday	PM	E1, T21, T31 & E41	3 Person	
Tuesday	AM	E1, T21, T31	3 Person	
Tuesday	PM	E1, T21, T31	3 Person	
Wednesday	AM	E1, T21 3 Person, E41 Closed		
Wednesday	PM	E1, T21, T31 & E41	3 Person	
Thursday	AM	E1, T21, T31 & E41	3 Person	
Thursday	PM	E1, T21, T31	3 Person	
Friday	AM	E1, T21, T31 & E41	3 Person	
Friday	PM	E1, & E41	3 Person	
Saturday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2
Saturday	PM	E1, T21, T31 & E41	3 Person	No Batt. 2
Sunday	AM	E1, T21, T31 & E41	3 Person	No Batt. 2
Sunday	PM	E1, T21, T31 & E41	3 Person	No Batt. 2



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Staffing Report from 7/10/2023 through 7/16/2023

Monday	AM	T31, E41 3 Person, E1 Closed	
Monday	PM	E1, T21 & E41 3 Person	
Tuesday	AM	E1, T21, T31 & E41 3 Person	No Batt. 2
Tuesday	PM	Full	No Batt. 2, No EMS
Wednesday	AM	E1, T31 & E41 3 Person	
Wednesday	PM	E41 3 Person	
Thursday	AM	E1, T21, T31 3 Person	
Thursday	PM	E1, T31 3 Person	
Friday	AM	T21, T31 & E41 3 Person	
Friday	PM	T21, T31 & E41 3 Person	
Saturday	AM	T21, T31 3 Person, E41 Closed	
Saturday	PM	T21, T31 3 Person, E41 Closed	
Sunday	AM	T31 & E41 3 Person, E1 Closed	No Batt. 2
Sunday	PM	E1, T21, T31 & E41 3 Person	No Batt. 2

Staffing Report from 7/17/2023 through 7/23/2023

Monday	AM	E1, T31 3 Person, T21 Closed	No Batt. 2
Monday	PM	T31, E41 3 Person, T21 Closed	
Tuesday	AM	E1 3 Person	No EMS
Tuesday	PM	E1, E41 3 Person	No EMS
Wednesday	AM	T21 3 Person, E31 Closed	
Wednesday	PM	E1 3 Person	
Thursday	AM	E1, E41 3 Person	
Thursday	PM	E1, E41 3 Person	
Friday	AM	E1, T21, T31 3 Person	No Batt. 2
Friday	PM	E1, T21, T31 3 Person	No Batt. 2
Saturday	AM	E1, T21 & E41 3 Person	
Saturday	PM	E1, T21 & E41 3 Person	
Sunday	AM	T21 & E41 3 Person	No Batt. 2
Sunday	PM	T21 & E41 3 Person	No Batt. 2