

Bellevue City Council Meeting

Monday, February 12, 2018 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA CONSENT AGENDA MINUTES AND ADVISORY COMMITTEE REPORTS :
 - a. Approval of Agenda
 - b. Approval of Consent Agenda
 1. *Approval of the Minutes
 2. *Approval of Claims
 3. *Approval to Move the February 26th Meeting to Tuesday, February 27th
 4. *Approving the Appointment of Dean McVicker, Susan Hester, and Dan Bankey to the CDBG Committee as Nominated by Council Members Moudry, Burns, and Cook, respectively
 5. *Approve and Authorize the Mayor to Sign a Master Sales Agreement with Extreme Network Equipment from Converge One off a State of Nebraska Contract to Purchase Budgeted Items for the Fire Department
 6. *Approve and Authorize the Mayor to Sign the Affiliation Agreement with Southeast Community College to allow SECC students to ride with the Fire Department for Field Internship
 7. *Approval of a Release of Easement and a Permanent Sanitary Sewer Easement - Wolf Creek
6. *APPROVAL OF CLAIMS (Approved as part of the Consent Agenda)
7. ORGANIZATIONAL MATTERS: None
8. SPECIAL PRESENTATIONS: None
9. LIQUOR LICENSES: SDL Application - BVFD for a St. Patrick's Day event
10. ORDINANCES FOR ADOPTION (3rd reading): Ord 3895
11. ORDINANCES FOR ADOPTION (2nd reading):
12. ORDINANCES FOR ADOPTION (1st reading):
13. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
14. RESOLUTIONS:
15. CURRENT BUSINESS:
16. ADMINISTRATION REPORTS - Comments must be limited to items on the current Reports
17. PUBLIC REQUESTS TO BE HEARD
18. CLOSED SESSION:
 - a. Litigation Settlement Update

19. ADJOURNMENT

MINUTE RECORD

Bellevue City Council Meeting, January 22, 2018, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rita Sanders at the Bellevue City Hall on the 22nd day of January 22, 2018, at 6:00 p.m. Present were Council Members John Hansen, Paul Cook, Pat Shannon, Donald Preister, Thomas Burns, and Jim Moudry.

Notice of this meeting was given in advance thereof by publication in the Bellevue Leader and posting in three 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 Sanders led the Pledge of Allegiance. Rev. Darryl Keeney, Lighthouse Baptist Church, 3919 Greene Avenue in Bellevue, gave the invocation.

Open Meetings Act

Mayor Sanders announced a copy of the Open Meetings Act is posted in the entry to the City Council Chambers.

Approval of the Agenda

Motion was made by Burns, seconded by Preister, to approve the agenda. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Approval of the Consent Agenda

Mr. Shannon requested Item 3b.3, Request for Permission to Purchase a 2018 Chevrolet Colorado for the Recreation Department using the National Joint Powers Alliance Contract & Equipment Technology, LLC, in an amount not to exceed \$29,606, be removed from the Consent Agenda. City Administrator Joe Mangiamelli advised this would now become Item 12e.

Motion was made by Preister, seconded by Cook, to approve the Consent Agenda as amended which included the following items: approval of the Minutes of the January 8, 2018, meeting, approval of Claims, and approval for the Mayor to sign the yearly Maintenance Agreement for AEDs with Physio Control in the amount of \$2,376.00.. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

SPECIAL PRESENTATIONS: None

LIQUOR LICENSES:

Dimi Hollan LLC, dba "Frank's Pizzeria – Application for a Class "I" Liquor License

The application of Dimi Hollan LLC, dba "Frank's Pizzeria," for a Class "I" Liquor License to sell beer, wine, and distilled spirits, on sale only, at 3608 Twin Creek Drive and for Joshua Dimick as Manager, was presented for Council consideration. Mr. Joshua Dimick was present to answer any questions.

Mayor Sanders asked for public comment. No one in the audience came forth to speak in support of or in opposition to the application. Mayor Sanders declared the public hearing closed.

Motion was made by Cook, seconded by Shannon, to recommend to the Nebraska Liquor Control Commission the application of Dimi Hollan LLC, dba "Frank's Pizzeria," for a Class "I" Liquor License to sell beer, wine, and distilled spirits, on sale only, at 3608 Twin Creek Drive and for Joshua Dimick as Manager be approved.

Mr. Moudry advised he would be abstaining from the vote on all of the liquor license applications due to personal and religious reasons.

Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, and Burns voted yes; voting no: none; abstaining: Moudry. Motion carried.

Knights of Columbus Council #11879 (St. Matthew's Parish) - Application for Six Special Designated Liquor Licenses for Lenten Fish Fries

The applications for Special Designated Liquor Licenses from the Knights of Columbus Council #11879 (St. Matthew's Parish) to sell beer and wine during Lenten Fish Fries at St. Matthew's Parish Center, 11210 South 36th Street, from 5:00 p.m. to 7:30 p.m. on six consecutive Friday nights from February 16 thru March 23, 2018, were presented for Council consideration. Mr. David Boone was present to answer any questions.

Mayor Sanders asked for public comment. No one in the audience came forth to speak in support of or in opposition to the application. Mayor Sanders declared the public hearing closed.

Motion was made by Shannon, seconded by Preister, to recommend to the Nebraska Liquor Control Commission the applications for Special Designated Liquor Licenses from the Knights of Columbus Council #11879 (St. Matthew's Parish) to sell beer and wine during Lenten Fish Fries at St. Matthew's Parish Center, 11210 South 36th Street, from 5:00 p.m. to 7:30 p.m. on six consecutive Friday nights from February 16 thru

MINUTE RECORD

Bellevue City Council Meeting, January 22, 2018, Page 2

March 23, 2018, be approved. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, and Burns voted yes; voting no: none; abstaining: Moudry. Motion carried.

ORDINANCES:

Ordinance No. 3894: Amending Section 6-0 and Adding 6-23 and 6-47 of the Bellevue City Code to allow for Pet Avocacy Permits (Third Reading)

Ordinance No. 3894, an ordinance to amend Section 6-0 and to add Sections 6-23 and 6-47 of the Bellevue City Code pertaining to "Animals;" to repeal Section 6-0 of the Bellevue City Code as heretofore existing; and to provide for the effective date of this ordinance, was read by title only for the third and final reading.

Motion was made by Moudry, seconded by Shannon, that Ordinance No. 3894 be adopted. Mayor Sanders asked "Shall Ordinance No. 3894 be passed and adopted?" and upon roll call the following voted yes: Hansen, Cook, Shannon, Preister, Burns, and Moudry; voting no: none; absent: none. Mayor Sanders proclaimed Ordinance No. 3894 passed and adopted.

Ordinance No. 3895: Repealing Ordinance No. 3879, creating Street Improvement Districts 2017-1 through 2017-4, inclusive (Second Reading)

Ordinance No. 3895, an ordinance to repeal Ordinance 3879, adopted by the Bellevue City Council on May 8, 2017, creating Street Improvement District Nos. 2017-1 to 2017-4 inclusive in the City of Bellevue, Nebraska, was read by title only for the second time and presented for public hearing.

Mayor Sanders asked for public comment. No one in the audience came forth to speak in support of or in opposition to the ordinance. Mayor Sanders declared the public hearing closed.

Mayor Sanders stated the third reading of the ordinance will be heard at the next Council meeting on February 12th.

Ordinance No. 3896: Repealing Ordinance No. 3879, creating Sidewalk Improvement Districts 2017-1 through 2017-6, inclusive (Second Reading)

Ordinance No. 3896, an ordinance to repeal Ordinance 3879, adopted by the Bellevue City Council on August 14, 2017, creating Sidewalk Improvement District Nos. 2017-1 to 2017-6 inclusive in the City of Bellevue, Nebraska, was read by title only for the second time and presented for public hearing.

Mayor Sanders asked for public comment. No one in the audience came forth to speak in support of or in opposition to the ordinance. Mayor Sanders declared the public hearing closed.

Mayor Sanders stated the third reading of the ordinance will be heard at the next Council meeting on February 12th.

Ordinance No. 3897: Creating Street Improvement Districts 2018-1 through 2018-6, for the purpose of bonding (Second Reading)

Ordinance No. 3897, an ordinance creating Street Improvement Districts Nos. 2018-1 to 2018-6 inclusive in the City of Bellevue, Nebraska, ordering the construction of street improvements therein, and ordering the publication of the ordinance in pamphlet form, was read by title only for the second time and presented for public hearing.

Mayor Sanders asked for public comment. No one in the audience came forth to speak in support of or in opposition to the ordinance. Mayor Sanders declared the public hearing closed.

Mayor Sanders stated the third reading of the ordinance will be heard at the next Council meeting on February 12th.

Ordinance No. 3898: Creating Sidewalk Improvement Districts 2018-1 through 2018-6, inclusive (Second Reading)

Ordinance No. 3898, an ordinance creating Sidewalk Improvement Districts Nos. 2018-1 to 2018-6 inclusive in the City of Bellevue, Nebraska, ordering the construction of sidewalk improvements therein, and ordering the publication of the ordinance in pamphlet form, was read by title only for the second time and presented for public hearing.

Mayor Sanders asked for public comment. No one in the audience came forth to speak in support of or in opposition to the ordinance. Mayor Sanders declared the public hearing closed.

Mayor Sanders stated the third reading of the ordinance will be heard at the next Council meeting on February 12th.

Ordinance No. 3899: Amending Sections 5.22, 5.23, and 5.24 of the Bellevue Zoning Ordinance regarding Self-Service Laundry Facilities Applicant: TCH, Inc. and City of Bellevue (Second Reading)

Ordinance No. 3899, an ordinance to amend Sections 5.22, 5.23, and 5.24, Ordinance No. 3619 Bellevue Zoning Ordinance, relating to Laundry Self Service Automatic in the BG General Business Zoning District, BGM Metropolitan General Business Zoning District, and BGH Heavy General Business Zoning District; to repeal such Sections as heretofore existing; to provide an effective date of the ordinance; and to provide for the publication of this ordinance in pamphlet form, was read by title only for the second time and presented for public hearing.

MINUTE RECORD

Bellevue City Council Meeting, January 22, 2018, Page 3

Mayor Sanders opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the ordinance.

Mr. Michael Wills questioned where this was located. Planning Director Chris Shewchuk advised it would be for any of the specified zoning districts.

Mr. Peter Mayberry said the ordinances need to be followed and enforced. This one is needed to ensure we continue to have nice laundromats in Bellevue.

Mayor Sanders asked for additional public comment. No one in the audience came forth to speak in support of or in opposition to the ordinance. Mayor Sanders declared the public hearing closed.

Mayor Sanders stated the third reading of the ordinance will be heard at the next Council meeting on February 12th.

Ordinance No. 3900: Rezoning Lots 1 through 227 and Outlots A through D, Falcon Pointe, from AG to RS-72 and RG-50-PS for the purpose of Residential Development Applicant: Charleston Homes General Location: Southwest Corner of 48th Street and Capehart Road (Second Reading)

Ordinance No. 3900, 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 the Southwest corner of South 48th Street and Capehart Road, more particularly described in Section 1 of the ordinance and to provide an effective date, was read by title only for the second time and presented for public hearing.

Mayor Sanders opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the ordinance and preliminary plat.

Mr. Doug Kellner with Thompson, Dreesen, and Dorner was present to explain the request. Council discussion followed.

Mayor Sanders asked for additional public comment. No one in the audience came forth to speak in support of or in opposition to the ordinance. Mayor Sanders declared the public hearing closed.

Mayor Sanders stated the third reading of the ordinance will be heard at the next Council meeting on February 12th.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: None

RESOLUTIONS:

Reconsideration of Resolution No. 2018-02: Approval and Authorization for the Mayor to sign the Labor Agreement with the International Association of Firefighters, Local 4906 (Local 4906) for 2017-2022

Motion was made by Moudry, seconded by Preister, to reconsider Resolution No. 2018-02. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Council discussion ensued.

Roll call vote on the original motion to approve, as made on January 8th, was as follows: Hansen, Cook, Preister, Burns, and Moudry voted yes; voting no: Shannon. Motion carried.

CURRENT BUSINESS:

So that Public Works Director Jeff Roberts could attend the Solid Waste meeting, Mr. Mangiamelli asked if 12e, the Request for Permission to Purchase a 2018 Chevrolet Colorado for the Recreation Department using the National Joint Powers Alliance Contract & Equipment Technology, LLC, in an amount not to exceed \$29,606, be handled first.

Request for Permission to Purchase a 2018 Chevrolet Colorado for the Recreation Department using the National Joint Powers Alliance Contract & Equipment Technology, LLC, in an amount not to exceed \$29,606

Motion was made by Cook, seconded by Preister, to approve the request for permission to purchase a 2018 Chevrolet Colorado for the Recreation Department using the National Joint Powers Alliance Contract & Equipment Technology, LLC, in an amount not to exceed \$29,606.

Council discussion.

Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Approval of the Amendment to the Hyda Hills 2 Subdivision Agreement to Incorporate a Phasing Plan Applicant: Mark Johnson for SID #314

Mr. Aaron Grote with Lamp Rynearson was present on behalf of SID #314 to answer any questions.

MINUTE RECORD

Bellevue City Council Meeting, January 22, 2018, Page 4

Motion was made by Moudry, seconded by Cook, to approve the amendment to the Hyda Hills 2 Subdivision Agreement to incorporate a phasing plan.

Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Approval of the Second Amendment to the Liberty Subdivision Agreement regarding Ownership and Maintenance Requirements for the Outlots in Liberty

Motion was made by Cook, seconded by Shannon, to approve the Second Amendment to the Liberty Subdivision Agreement regarding Ownership and Maintenance Requirements for the Outlots in Liberty.

Council discussion.

Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Approve and Authorize the Mayor to Sign a Memorandum of Understanding with the Bellevue Police Officers Association regarding the Modified Duty Policy

Motion was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign a Memorandum of Understanding with the Bellevue Police Officers Association regarding the Modified Duty Policy.

Council discussion.

Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Approval of Change Order from AVI to Update the "Tightrope" Media System utilized by BTV Channel 17 at 1500 Wall Street for an amount not to exceed \$32,000

Motion was made by Preister, seconded by Cook, to approve a Change Order from AVI to Update the "Tightrope" Media System utilized by BTV Channel 17 at 1500 Wall Street for an amount not to exceed \$32,000.

Council comments.

Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

ADMINISTRATION REPORTS:

Mayor Sanders asked if there were any questions or comments on the reports presented. Mr. Cook noted it was Assistant City Administrator Larry Burks last meeting. He thanked him for his hard work and wished him good luck.

PUBLIC REQUESTS TO BE HEARD:

Mayor Sanders read the following statement: "Any member of the public addressing the Council shall abide by Council Policy Resolution No. 35 regarding the Principles of Conduct and Decorum which states 'any statements made during City Council meetings by the Mayor, members of the City Council, City officials and employees, or members of the general public shall not involve personal, impertinent, or slanderous attacks on individuals, regardless of whether the individual so attacked is an elected official, a city official or employee, or a member of the general public' and also Bellevue City Code Section 2-68 regarding the manner of addressing the Council. Copies of the aforementioned rules are posted outside the Council Chambers. Speakers shall limit their presentations to five minutes."

Mr. Michael Wills was interested to read about the possibility of a new pool. He had some suggestions on locations.

Mr. Chuck Fredrick said he has a good website with varying opinions and articles. He stated we need to have accountability.

Mayor Sanders asked for additional comments from the public. No one came forward to speak. Mayor Sanders closed the public requests to be heard section of the meeting.

CLOSED SESSION: None

ADJOURNMENT:

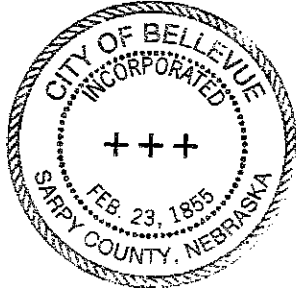
There being no further business to come before the Council at this time, on motion by Shannon, seconded by Preister, at 6:50 p.m. the meeting adjourned.



MINUTE RECORD

Bellevue City Council Meeting, January 22, 2018, Page 5

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 January 22, 2018; 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.



Sabrina Chundett
City Clerk

MINUTE RECORD

CLAIMS FOR FEBRUARY 12, 2018

PAGE 1

MAYOR

LEAGUE OF NEBRASKA MUNICIPALITIES	MIDWINTER CONFERENCE 2018	375.00
CENTURY LINK	MONTHLY SERVICE-2018-1-22	28.65
GREATER OMAHA CHAMBER	CPS-OMAHA CHAMBER DINNER	145.00
NEBRASKA DIPLOMATS	MEMBERSHIP DUES-2018	450.00
WALGREENS	CPS-SUPPLIES	63.62
		<hr/>
		\$ 1,062.27

CITY ADMINISTRATOR

AMAZON.COM	CREDIT FOR CUPS	(56.99)
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	39.88
CENTURY LINK	MONTHLY SERVICE-2018-1-22	57.30
CHICK-FIL-A	CPS-STRATEGIC PLANNING MEALS	319.50
DILLONS CUSTOMER CHARGES	CPS-STRATEGIC PLANNING MEALS	29.22
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	6,028.24
LEAGUE OF NEBRASKA MUNICIPALITIES	MIDWINTER CONFERENCE 2018	375.00
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	93.39
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	93.39
NEBRASKA DEPARTMENT OF LABOR	UNEMPLOYMENT CLAIMS	5,304.00
PANEBRASKA	CPS-STRATEGIC PLANNING MEALS	26.49
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	38.45
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	70.53
U.S. CELLULAR	MONTHLY SERVICE-2018-1-8	132.06
		<hr/>
		\$ 12,550.46

CITY COUNCIL

BELLEVUE CHAMBER OF COMMERCE	BOARD OF DIRECTORS MEETING	200.00
DON PREISTER	REIMB TRAVEL EXPENSE, INTERNET	600.01
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	114.55
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	114.55
		<hr/>
		\$ 1,029.11

LEGAL

ADAMS & SULLIVAN, P.C., LLO	RETAINER-JAN 2018	5,850.00
ADAMS & SULLIVAN, P.C., LLO	COB-BPOA, FOP #59	8,066.27
ADAMS & SULLIVAN, P.C., LLO	COB-EMP 2017-102	5,981.25
ADAMS & SULLIVAN, P.C., LLO	COB VS BEST WESTERN	99.00
ADAMS & SULLIVAN, P.C., LLO	COB-EMP 2017-104	3,217.50
ADAMS & SULLIVAN, P.C., LLO	COB-EMP MATTERS	453.75
ADAMS & SULLIVAN, P.C., LLO	COB-LITIGATION MATTERS	82.50
ADAMS & SULLIVAN, P.C., LLO	COB-SURPLUS PROPERTY	430.00
ADAMS & SULLIVAN, P.C., LLO	COB VS ABBOTT AND BPOA	866.25
ADAMS & SULLIVAN, P.C., LLO	COB VS BIG JOHN'S CAR WASH	107.25
ADAMS & SULLIVAN, P.C., LLO	COB-EMP 2017-101	536.25
ADAMS & SULLIVAN, P.C., LLO	COB-EMP 2017-103	1,586.75
ADAMS & SULLIVAN, P.C., LLO	COB-EMP 2018-105	1,312.75
ADAMS & SULLIVAN, P.C., LLO	COB-EMP 2018-106	355.00
ADAMS & SULLIVAN, P.C., LLO	COB-FIRE DEPT ISSUES	430.00
		<hr/>
		\$ 29,374.52

MINUTE RECORD

CLAIMS FOR FEBRUARY 12, 2018

PAGE 2

CABLE ADVISORY

AMAZON.COM	PRINTER SUPPLIES	178.37
CENTURY LINK	MONTHLY SERVICE-2018-1-22	19.10
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	3,857.20
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	62.26
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	62.26
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	20.59
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	29.47
U.S. CELLULAR	MONTHLY SERVICE-2018-1-8	66.02
		<hr/>
		\$ 4,295.27

CITY CLERK

CENTURY LINK	MONTHLY SERVICE-2018-1-22	28.65
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	2,681.91
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	62.26
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	62.26
OMAHA WORLD HERALD CO	LEGAL AD	613.73
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	17.57
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	24.97
SOUTHEAST AREA CLERKS' ASSOCIATION	MEMBERSHIP DUES-2018	20.00
		<hr/>
		\$ 3,541.35

FINANCE/RISK MANAGEMENT/SAFETY

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	28.70
CENTURY LINK	MONTHLY SERVICE-2018-1-22	142.78
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	6,962.91
GOVERNMENT FINANCE OFFICERS	CPS-GFOA DUES-M HORTON	50.00
GREAT PLAINS UNIFORMS	SAFETY BOOTS	399.00
HANEY SHOE STORE	SAFETY BOOTS	1,059.95
INDOFF	OFFICE SUPPLIES	210.41
LEAGUE OF NEBRASKA MUNICIPALITIES	MIDWINTER CONFERENCE 2018	375.00
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	217.91
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	217.91
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	72.68
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	117.10
THE WELLNESS COUNCIL OF AMERICA	MEMBERSHIP DUES-2018	395.00
U.S. CELLULAR	MONTHLY SERVICE-2018-1-8	66.02
VAST CONFERENCE REBILL	CPS-MONTHLY CONFERENCE BILLING	22.70
		<hr/>
		\$ 10,338.07

LIBRARY

AMAZON.COM	AUDIO BOOKS, BOOKS, PRINTER, PROGRAM SUPPLIES	664.11
BAEHLER INSURANCE AGENCY	NOTARY BONDS-H WOODS	80.00
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2018-1-12	864.16
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	85.08
CENTURY LINK	MONTHLY SERVICE-2018-1-22	95.50
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-1-24	214.78
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	8,288.17
INGRAM LIBRARY SERVICES	BOOKS	2,678.15
MARCO, INC	COPIER EXPENSE	176.63

MINUTE RECORD

CLAIMS FOR FEBRUARY 12, 2018

PAGE 3

LIBRARY (cont'd)

METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	249.04
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	249.04
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	68.54
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	86.06
WESTLAKE ACE HARDWARE	PROGRAM SUPPLIES	50.95
		\$ 13,850.21

ADMINISTRATIVE SERVICES

CENTURY LINK	MONTHLY SERVICE-2018-1-22	143.24
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-DEC 2017	1,621.22
E.D. BELLIS	ACA COMPLIANCE FORMS 1095	7,843.20
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	10,589.73
INFOSAFE SHREDDING	SHREDDING SERVICE	60.00
LUIGIS ITALIAN BAR & GRILL	CPS-CHRISTMAS LUNCHEON FOR EMPLOYEES	3,210.00
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	280.17
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	280.17
ONE SOURCE	BACKGROUND CHECK	27.50
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	83.81
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	114.94
U.S. CELLULAR	MONTHLY SERVICE-2018-1-8	72.78
ULTIMATE SOFTWARE GROUP, INC	IMPRINTED LASER CHECKS	215.03
		\$ 24,541.79

PUBLIC WORKS

BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2018-1-12	213.43
CENTURY LINK	MONTHLY SERVICE-2018-1-22	114.59
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	4,791.87
FELSBURG HOLT & ULLEVIG, INC	36TH ST FEASIBILITY STUDY	12,019.82
MENARDS	CPS-TOOL SET	9.62
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	124.52
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	124.52
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-1-19	8.61
NATIONAL HIGHWAY INSTITUTE	CPS-HWY PLANNING READING STUDY	125.00
NEBRASKA DEPARTMENT OF LABOR	UNEMPLOYMENT CLAIMS	1,224.00
NEBRASKA IOWA SUPPLY CO	FUEL	8,946.99
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-1-10	199.43
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	49.68
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	78.60
U.S. CELLULAR	MONTHLY SERVICE-2018-1-8	609.19
		\$ 28,639.87

PARKS

AMAZON.COM	CHAIN SAW CHAINS, PHONE CASE, SAFETY SHOES	340.42
A-RELIEF SERVICES	PORTABLE RESTROOM-SWANSON PARK	166.00
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2018-1-12	49.06
CARROTHERS CONSTRUCTION CO	SWIMMING POOL RENOVATION-GILBERT	139,162.09
CARROTHERS CONSTRUCTION CO	SWIMMING POOL RENOVATION-CASCIO	300,107.61
CENTURY LINK	MONTHLY SERVICE-2018-1-22	85.95
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-1-24	256.03
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	12,952.37
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	161.82

MINUTE RECORD

CLAIMS FOR FEBRUARY 12, 2018

PAGE 4

PARKS (cont'd)

GRAINGER	PLANNER	65.10
KANSAS RECREATION & PARK	CPS-CERT PLAYGROUND SAFETY-ZIMMER	550.00
LAMP RYNEARSON & ASSOCIATES	SWIMMING POOL IMPROVEMENTS	17,944.69
MENARDS	GALV PIPE, HOOK HANGERS, GALV STRAPS, COUPLINGS, SUPPLIES	169.98
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	342.43
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	311.30
METRO LEASING	METRO LEASES - JAN - 8657	5,211.64
METRO LEASING	METRO LEASES - JAN - 8668	13,457.28
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-1-16	1,044.56
NEBRASKA RURAL WATER ASSOCIATION	CPS-BACKFLOW TRAINING-KINSELLA	550.00
NEBRASKA RURAL WATER ASSOCIATION	CPS-BACKFLOW TRAINING-NIEMIER	100.00
OMAHA PUBLIC POWER DISTRICT	NEW SERVICE - EVERETT PARK BATHROOM & SPLASH PAD	7,417.00
PRECISE MRM	POOLED DATA	42.97
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	99.07
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	135.09
U.S. CELLULAR	MONTHLY SERVICE-2018-1-8	206.34
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WALMART COMMUNITY	ICE MELT FOR THE SEASON	1,742.40
WESTLAKE ACE HARDWARE	LONG NOSE PLIERS,PROBE SET	115.43
		\$ 502,800.05

RECREATION

CENTURY LINK	MONTHLY SERVICE-2018-1-22	124.14
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-1-24	88.39
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	1,356.65
JOHN DEERE & COMPANY	JOHN DEERE GATOR TS	7,157.61
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	31.13
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	31.13
MIDWEST IMPRESSIONS	B-BALL HATS AND VISORS, SPONSORS	6,606.80
NERPA	MEMBERSHIP DUES-2018	60.00
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	12.53
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	18.56
U.S. CELLULAR	MONTHLY SERVICE-2018-1-8	50.25
		\$ 15,537.19

BUILDING MAINTENANCE

AMAZON.COM	LIVE HOSE REEL	326.92
ANDERSON BROTHERS ENGINEERING	CIRCUIT BOARD	163.00
ANDERSON ELECTRIC SALES & SERVICE	SHOP HEATER MOTOR	99.00
ASSOCIATED FIRE PROTECTION	SEMI-ANNUAL INSPECTION	347.00
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2018-1-12	3,221.65
CENTURY LINK	MONTHLY SERVICE-2018-1-22	9.55
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	8,083.14
GENERAL FIRE & SAFETY CO	STREET EXTINGUISHER PARTS	119.40
HOSE & HANDLING, INC	HOSE REEL FITTINGS-DIST 4	41.37
JACKSON SERVICES, INC	DOOR MAT SERVICE-1510 WALL ST	90.29
MENARDS	RAIN CAP, STAPLES, COMPRESSION UNION,TOOLS,LAMP,OUTLET,SUPPLIES	664.86
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	217.91
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	217.91

MINUTE RECORD

CLAIMS FOR FEBRUARY 12, 2018

PAGE 5

BUILDING MAINTENANCE (cont'd)

NEBRASKA DEPARTMENT OF LABOR	ELEVATOR INSPECTION	240.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-1-25	69.35
OUTDOOR RECREATION PRODUCTS	LANDSCAPE STRUSTURES HANDLE	39.83
OVERHEAD DOOR COMPANY	REPLACE GARAGE DOOR-BALDWIN FIELD, REED CENTER, DIST 1	2,659.00
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	55.15
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	58.60
ROTO-ROOTER SERVICES CO	CLEAN OUT KITCHEN SINK-DIST 4	374.84
SECURITY EQUIPMENT	COMMERCIAL SERVICE AGREEMENT	1,453.68
SUPPLYWORKS	JANITORIAL SUPPLIES	1,684.75
TRANE SUPPLY	GARAGE HEATER	121.85
TRICO MECHANICAL SERVICES	A/C MAINTENANCE-CITY HALL	1,296.72
U.S. CELLULAR	MONTHLY SERVICE-2018-1-8	24.26
WESTLAKE ACE HARDWARE	FLOOR CLEANER	24.98
		<hr/>
		\$ 21,705.01

CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2018-1-12	24.53
CENTURY LINK	MONTHLY SERVICE-2018-1-22	9.55
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-1-24	83.39
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	1,506.62
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	62.26
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	62.26
PULVERENTE MONUMENT COMPANY	STONE, MARKERS, VASES, ENGRAVING	700.00
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	15.98
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	22.26
U.S. CELLULAR	MONTHLY SERVICE-2018-1-8	50.25
		<hr/>
		\$ 2,537.10

STREETS

ALFRED BENESCH & COMPANY	2018 MAJOR RESURFACING PROJECTS	10,153.62
AMAZON.COM	IMPACT WRENCH, SPARE BATTERY	177.99
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2018-1-12	2,660.37
CENTRAL SALT	DE-ICING SALT	29,251.02
CENTURY LINK	MONTHLY SERVICE-2018-1-22	85.95
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-1-24	274.17
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-DEC 2017	676.87
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	39,338.60
FLATBED EXPRESS, INC	WEIGH TRUCK FOR CALIBRATION	30.00
GENERAL TRAFFIC CONTROLS	TRAFFIC SIGNAL EQUIPMENT	1,318.00
GUARD RAIL SYSTEMS CO	TRAFFIC CONTROL, REPAIR CABLE RAIL	2,420.00
MARCO, INC	COPIER EXPENSE	100.04
MENARDS	LIGHT BULBS, COMBO WRENCH	48.03
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	902.77
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	933.90
METRO LEASING	METRO LEASES - JAN - 8678	17,387.29
METRO LEASING	METRO LEASES - JAN - 8713	12,749.50
METRO LEASING	METRO LEASES - JAN - 8714	10,408.22
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-1-8	190.77
MIDWEST SALES & SERVICE CO	WEDGE PULLER	168.50
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-1-25	10,068.17

MINUTE RECORD

CLAIMS FOR FEBRUARY 12, 2018

PAGE 6

STREETS (cont'd)

PESTICIDE EDUCATION OFFICE	CPS-PESTICIDE SAFETY TRAINING-POST, BAILEY, WEBER	240.00
PESTICIDE EDUCATION OFFICE	CPS-PESTICIDE SAFETY TRAINING-WOODMAN	80.00
READY MIXED CONCRETE COMPANY	CONCRETE	1,830.88
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	239.76
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	319.25
U.S. CELLULAR	MONTHLY SERVICE-2018-1-8	229.91
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	SUPPLIES	68.29

\$ 142,365.29

FLEET MAINTENANCE

911 CUSTOM	LED LIGHTS FOR FIRE TRUCK	2,170.44
ALLIED OIL & TIRE COMPANY	BULK OIL	826.55
ARROW TOWING	HD TOW ST24, FC1	350.00
AUTO VALUE PARTS - SOUTH OMAHA	PARTS	939.72
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	2,112.02
BAUM HYDRAULICS CORP	SNOW PLOW COUPLERS, WIPERS, O-RINGS, PISTON	1,125.40
BAXTER CHRYSLER DODGE JEEP	FUEL MODULE, FUEL INJECTOR	612.32
BAXTER FORD	FUEL KIT, PEDAL, PAD, SEAL, RINGS	609.43
BELLEVUE TIRE & AUTO SERVICE	TIRES	791.26
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2018-1-12	1,435.59
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	32.69
CENGAGE LEARNING, INC	CPS-TEST PREPARATION MANUALS	96.31
CENTURY LINK	MONTHLY SERVICE-2018-1-22	66.85
CERTIFIED TRANSMISSION	REMAN TRANSMISSION	2,206.65
CORNHUSKER INTERNATIONAL TRUCKS	WIPER ARM, CAMSHAFT, BRAKE KIT, STARTER MOTOR, MIRROR, MANIFOLD, GASKETS	2,333.68
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-1-24	107.39
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-DEC 2017	3,285.80
CROSS-DILLON TIRE	TIRES	879.00
CUMMINS CENTRAL POWER	WARRANTY WORK	100.00
DANIELSON / TECH SUPPLY	O-RING SEAL VALVE	6.40
DANKO EMERGENCY EQUIPMENT	CONVERSION BALLS	455.78
DIESEL SPECIALITIES OF OMAHA	INJECTORS FOR ST 31	1,238.97
EDWARDS CHEVROLET-CADILLAC	TRANSMISSION	172.33
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	19,510.81
FACTORY MOTOR PARTS CO	OIL FILTER, SENSOR TIRE PRESSURE	190.43
FARM PLAN	WHEEL, CLUTCH ASSY, GREASE	606.72
GCR TIRES & SERVICE	TIRES	851.75
GRAINGER	DISPOSABLE GLOVES, POCKET SCRIBER, TERMINAL STRIP	93.26
HANSEN TRUCK SALVAGE	WHEEL FOR ST33	99.00
HOSE & HANDLING, INC	PUSH ON HOSE	12.22
INDOFF	OFFICE SUPPLIES	103.55
INLAND TRUCK PARTS CO	SLACK ADJUSTER, ROTOR, CALIPERS, DISC BRAKES, REBUILD DRIVESHAFT	3,900.60
INTERSTATE BATTERIES	BATTERIES	712.62
JACKS UNIFORMS & EQUIPMENT	CODE 3 FLASHER	58.66
JIM HAWK TRUCK TRAILERS	ANCHORLOCK LIFE, WINTER BLADES, SEALS	498.70
KIMBALL MIDWEST	WIRE LOOM	133.79

MINUTE RECORD

CLAIMS FOR FEBRUARY 12, 2018

PAGE 7

FLEET MAINTENANCE (cont'd)

KRIHA FLUID POWER CO	FITTINGS	1,202.89
LIONS AUTOMOTIVE, I NC	REPAIR SEAT ON ENG21, PO613	340.00
LOGAN CONTRACTORS SUPPLY	FLOOR DRAIN CATCHES	77.00
MARK HYDRAULICS COMPANY	REBUILD HYD PUMP	1,227.88
MATHESON TRI-GAS INC	WELDING SUPPLIES	263.19
MAX I WALKER	UNIFORM PURCHASES	437.38
MENARDS	RIVETS, FIBERGLASS, LIGHT FIXTURE, BATTERIES, PLUMBING SUPPLIES	229.60
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	435.82
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	435.82
MEYER LABORATORY INC	SOAP FOR SHOP DISPENSER	84.00
MICHAEL TODD & COMPANY	SPREADER CHAIN	387.33
MYERS TIRE SUPPLY	TIRE VALVE EXTENSIONS	123.50
NAPA AUTO PARTS	PARTS, FILTERS, TOOLS	3,973.29
NEBRASKA IOWA INDUSTRIAL	STUD EYELETS, DRILL BITS, GLOVES	531.18
NEBRASKA IOWA INDUSTRIAL	TY-RAP	39.00
NMC EXCHANGE	CUTTING EDGE WITH BOLTS	592.70
O'REILLY AUTOMOTIVE PARTS	WASHER PUMP, AIR FILTER	91.72
PANKONIN'S	GEARBOX, BLADE BOLTS, SHAFT, U-JOINTS	4,105.70
POWERPLAN	DOOR SHOCKS, PARTS FOR ST15	932.47
QUALITY TIRES, INC	MOWER TIRES	713.00
R & R PRODUCTS, INC	TIRES	633.80
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	120.67
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	167.35
RIFFRAFF DIESEL PERFORMANCE	CPS-DIESEL INJECTOR CUP	405.31
ROGER'S TOWING	TOW CHARGES	245.00
SEAGRAVES FIRE APPARATUS,	LIGHT LENSES	252.93
SERVICE EXPRESS CO	VACUUM GAUGE	55.85
STATE STEEL	EXPANDED METAL, STEEL	391.60
SWAN ENGINEERING	O-RINGS	37.88
TOMASEK MACHINE SHOP	POLISH AND KEY SHAFTS	225.00
TOOL SHED	SAND DISC, PLIERS, TRANSDUCER	1,041.53
TOYNE, INC	PRESSURE SENSOR FOR ENG 1	355.14
TURFWERKS	CARTRIDGE, ELEMENT, HYD FILTER	666.17
U.S. CELLULAR	MONTHLY SERVICE-2018-1-8	69.86
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	97.95
WESTLAKE ACE HARDWARE	BULK FASTENERS	4.46
WICK'S STERLING TRUCKS	WASHER CAP, WIPER MOTOR ASSY	221.99
		<hr/>
		\$ 69,942.65

SOLID WASTE

CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-DEC 2017	11.81
		<hr/>
		\$ 11.81

PLANNING

AMERICAN PLANNING ASSOCIATION	APA MEMBERSHIP DUES-2018	473.00
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2018-1-12	94.86
CENTURY LINK	MONTHLY SERVICE-2018-1-22	28.65
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	4,291.24
MARCO, INC	COPIER EXPENSE	94.17
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	93.38
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	93.39

MINUTE RECORD

CLAIMS FOR FEBRUARY 12, 2018

PAGE 8

PLANNING (cont'd)

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-1-19	7.80
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-1-10	180.70
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	32.83
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	47.81
		<hr/>
		\$ 5,437.83

PERMITS & INSPECTIONS

CENTURY LINK	MONTHLY SERVICE-2018-1-22	47.75
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-DEC 2017	1,049.27
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	12,506.27
HEIMES CORPORATION	DEMOLITION OF 12709 S 28TH ST	15,018.00
INDOFF	OFFICE SUPPLIES	92.18
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	249.04
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	249.04
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-1-19	10.41
MICHAEL CHRISTENSEN	ADVANCE FOR TRAINING	76.50
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-1-10	240.94
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	74.16
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	104.47
U.S. CELLULAR	MONTHLY SERVICE-2018-1-8	201.59
		<hr/>
		\$ 29,919.62

POLICE/CODE ENFORCEMENT

A&C TREE SERVICE	REMOVE TREE	540.00
AaLL ABOUT TREES	REMOVE TREE	525.00
AMAZON.COM	CUBICLE COAT HOOKS, DOG TRAINING LEAD, FLAG DISPLAY CASE	120.20
A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	101.00
AUTO BODY AUTHORITY	TOW CHARGE, STORAGE FEE, REPAIR EXPLORER	1,054.68
BAEHLER INSURANCE AGENCY	NOTARY BOND-MELVIN	40.00
BELLEVUE ANIMAL HOSPITAL	VET VISIT	329.88
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2018-1-12	2,063.10
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	114.51
CDWG GOVERNMENT	COMPUTER SUPPLIES	3,122.42
CENTURY LINK	MONTHLY SERVICE-2018-1-22	906.73
CIOX - HEALTHPORT	SUBPEONA FOR MEDICAL RECORDS	20.00
CITY OF LAVISTA	FY 18 SDLEA YEARLY FEE	20,000.00
COMPLETE TACTICAL CONSULTANTS	CPS-TACTICAL FORCE TRAINING-BENSHOOF	595.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-1-24	83.39
COX COMMUNICATIONS	SUBPEONA FOR RECORDS	50.00
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-DEC 2017	5,282.44
DANKO EMERGENCY EQUIPMENT	COLLAPSIBLE CONES	327.62
DILLON BROTHERS H-D BUELL	FARING POWER EXTENSION AND TIRE	697.90
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	139,513.32
ENTERPRISE FM TRUST	DEA LEASE VEHICLE-JAN 2018	649.99
FBI LEEDA	CPS-INTERNAL AFFAIRS TRNG-REED	650.00
FBI LEEDA	CPS-INTERNAL AFFAIRS TRNG-STROEHER	650.00
GRAPHIC DESIGNS INTERNATIONAL, INC	GRAPHICS FOR NEW CRUISERS	2,576.53
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	600.00
INDOFF	OFFICE SUPPLIES	135.75

MINUTE RECORD

CLAIMS FOR FEBRUARY 12, 2018

PAGE 9

POLICE/CODE ENFORCEMENT (cont'd)

INT'L ASSOCIATION OF CHIEFS OF POLICE	RENEW MEMBERSHIP-T DARGY	150.00
J P COOKE COMPANY	POCKET STAMPER	34.65
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	3,767.92
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	3,674.52
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-1-19	189.77
MICROSOFT STORE	CPS-RENEW SOFTWARE-FORENSIC LAB	106.99
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-1-10	4,393.56
PAY.GOV	CPS-FLAG REQUEST FORM	25.80
PM AM CORPORATION	ALARM FEES-DEC 2017	1,860.00
REGAL AWARDS & ADVERTISING	PLAQUES	171.95
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	832.75
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	1,691.61
RINGSIDE	WELLNESS EQUIPMENT	438.13
SECURITY EQUIPMENT	ACCESS CONTROL FOR NEW GATE	2,728.00
SPRINT	MONTHLY SERVICE-JAN 5, 2018	125.22
SPRINT CORPORATE SECURITY	SUBPEONA FOR RECORDS	60.00
TIGHTON FASTENER & SUPPLY	REPAIR PRESSURE WASHER	200.00
U.S. CELLULAR	MONTHLY SERVICE-2018-1-8	3,364.81
ULINE	WHITE MATTE LABELS	184.97
VERIZON WIRELESS	MONTHLY SERVICE	958.80
WATCHGUARD VIDEO	MICROPHONE REPLACEMENT PARTS	705.00
WESTLAKE ACE HARDWARE	KEYS	8.97
XTRAINING EQUIPMENT	CPS-TRAINING EQUIPMENT	138.57
ZACH STALDER	REIMB FOR MEALS FOR TRAINING	229.50
		\$ 206,790.95

FIRE & RESCUE

AIR CLEANING TECHNOLOGIES, INC	DISCONNECT VALVE	239.20
AIRGAS USA,	MEDICAL SUPPLIES	206.89
AMAZON.COM	LAPEL PINS, OFFICE SUPPLIES, SAFETY SHOES	837.88
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2018-1-12	1,377.26
BOUND TREE MEDICAL,	MEDICAL SUPPLIES	5,902.08
CENTURY LINK	MONTHLY SERVICE-2018-1-22	248.29
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-1-24	576.95
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-DEC 2017	2,311.57
CREIGHTON UNIVERSITY	CPR CARDS	167.70
DANKO EMERGENCY EQUIPMENT	HURST ANNUAL MAINTENANCE	935.14
DICKEY'S BBQ	CPS-MEALS FOR FT INTERVIEWS	72.74
ECOLAB	CHEMICALS FOR WASHERS	1,319.13
ED M FELD EQUIPMENT CO	COMPRESSOR MAINTENANCE	693.75
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	65,815.48
FIREGUARD	FIRE EXTINGUISHER INSPECTIONS	1,386.12
GLENDALE PARADE STORE	CPS-SUPPLIES FOR HONOR GUARDS	462.00
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	316.50
IAFC	MEMBERSHIP RENEWAL-P GUIDO	209.00
JP MORGAN CHASE-ARAMARK UNIFORM	LINEN SERVICE	3,164.65
MEDTRONIC PHYSIO-CONTROL	MEDICAL SUPPLIES	653.00
MENARDS	ELECTRICAL SUPPLIES	89.66

MINUTE RECORD

CLAIMS FOR FEBRUARY 12, 2018

PAGE 10

FIRE & RESCUE (cont'd)

METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	2,044.60
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	1,940.04
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-1-9	3,593.19
NEBRASKA SERIOUS INJURY & LINE OF DUTY	PURPLE LODD FLAGS	255.00
NFPA	NFCSS ELECTRONIC RENEWAL-2018	1,345.00
PAPILLION FIRE DEPARTMENT	FAX SERVER SHARE	87.50
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	460.66
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	745.16
SPRINT	MONTHLY SERVICE	122.97
TED'S MOWER SALES & SERVICE	SHARPEN CHAIN	9.50
TESSCO	WORK TRUCK CONSOLE	1,419.06
THE NEBRASKA MEDICAL CENTER	MEDICAL DIRECTOR-JUL/DEC 2017	10,029.31
TRAVELERS	LIABILITY CLAIM PAYMENT	38,825.59
U.S. CELLULAR	MONTHLY SERVICE-2018-1-8	896.94
UNDERWRITERS LABORATORIES	PUMP TESTING	4,500.00
UNITED STATES FLAG	CPS-US FLAGS FOR HONOR GUARDS	485.05
WESTLAKE ACE HARDWARE	O-RINGS	8.07
ZIRMED, INC	PROFESSIONAL CLAIMS FEE	124.70
ZOLL MEDICAL CORPORATION	FIRE/RESCUE MAINTENANCE	3,302.25
		\$ 157,179.58

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE-2018-1-3	570.10
BENEFIT PLANS	CIV RET PLAN TPA FEES-OCT/DEC 2017	923.75
CENTURY LINK	MONTHLY SERVICE-2018-1-22	147.04
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-1-24	430.81
INFOSAFE SHREDDING	SHREDDING SERVICE	150.00
J P COOKE COMPANY	NAME PLATES AND HOLDERS FOR NEW CHAMBER	904.85
LOCKTON COMPANIES	EXCESS WORKERS COMPENSATION	1,917.00
METRO AREA TRANSIT	MAT SERVICE-DEC 2017-1987 MILES	4,234.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-1-8	173.60
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-1-10	209.00
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
		\$ 9,785.15

INFORMATION TECHNOLOGY

ACCESS	BACKUP STORAGE TAPES	353.04
AMAZON.COM	BATTERY BACKUP	381.23
CONVERGEONE, INC	EXTREME SOFTWARE MAINTENANCE	8,715.00
CORE TECHNOLOGIES, INC	COMMUNICATION PARTS	5,016.18
FIRST WIRELESS, INC	EQUIPMENT INSTALLATION	2,130.00
HOSTGATOR.COM	CPS-MONTHLY DOMAIN FEE	59.95
INSIGHT	CISCO EXTENDED SERVICE, EXEC LICENSES	3,473.18
MNJ TECHNOLOGIES PUBLIC SECTOR	BARRACUDA UPDATES	4,656.00
MOTOROLA SOLUTIONS, INC	RADIO MAINTENANCE	2,710.42
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-1-25	70.80
ONE CALL CONCEPTS	LOCATES FOR IT	10.56
PCS MOBILE	FIRE INSPECTOR TABLET	2,758.20
TESSCO	UNIVERSAL CONSOLE BOX, COMMUNICATION PARTS	4,209.03
		\$ 34,543.59

MINUTE RECORD

CLAIMS FOR FEBRUARY 12, 2018

PAGE 11

WASTEWATER

CENTURY LINK	MONTHLY SERVICE-2018-1-22	48.49
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-1-24	83.39
ELLIOTT EQUIPMENT CO	SKIDS, CAMERA SLEEVE	247.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2018	6,117.13
GRAINGER	DISPOSABLE GLOVES, HI VIS SHIRTS, KNIT CAPS, SUPPLIES	940.46
HDR ENGINEERING, INC	SANITARY SEWER REPLACEMENT	37,359.41
METLIFE DIVISION 1	DENTAL INSURANCE-PR 2017-12-01	280.17
METLIFE DIVISION 1	DENTAL INSURANCE-FEB 2018	217.91
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-1-9	449.47
NAPA AUTO PARTS	LAMP	10.78
POSM SOFT	POSM SOFTWARE SUPPORT	2,000.00
RELIANCE LIFE INSURANCE	LIFE INSURANCE-FEB 2018	67.26
RELIANCE LIFE INSURANCE	LTD INSURANCE-FEB 2018	93.04
U.S. CELLULAR	MONTHLY SERVICE-2018-1-8	501.93
UTILITY EQUIPMENT COMPANY	MAGNETIC VALVE BOX	249.99
		<hr/>
		\$ 48,666.43

COMMUNITY BETTERMENT

DOSTALS CONSTRUCTION CO	PARK IMPROVEMENTS	56,503.85
NE-DEPARTMENT OF REVENUE	2017 OCT TO DEC - LOTTERY TAXES	51,445.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-1-25	86.14
		<hr/>
		\$ 108,034.99

ECONOMIC DEVELOPMENT LB840

MITCHELL AND ASSOCIATES, INC	62 ACRES HARLAN LEWIS REPORT	2,200.00
		<hr/>
		\$ 2,200.00

COMMUNITY DEVELOPMENT

THOMPSON DREESSEN & DORNER	PROF SERVICE-PARK IMPROVEMENTS	600.00
		<hr/>
		\$ 600.00

G.O. BONDS

FIRST NATIONAL BANK - FREMONT	2017 FEES-BCMBC TAX EXEMPT	450.00
		<hr/>
		\$ 450.00

BELLEVUE MUNICIPAL BUILDING-1500 WALL

AVI SYSTEMS	AUDIO VISUAL EQUIPMENT	23,337.23
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2018-1-12	1,102.83
COX BUSINESS SERVICES	MONTHLY SERVICE-1500 WALL ST	2,805.43
LUND-ROSS CONSTRUCTIONS, INC	1500 WALL RENOVATIONS-RETAINAGE AND FINAL INVOICE	151,023.93
MENARDS	DRILL SETS, CARPET KNIFE AND BLADES	223.27
MNJ TECHNOLOGIES PUBLIC SECTOR	ACER AC ADAPTERS, CHROMEBOOKS	7,810.50
SECURITY EQUIPMENT	ACCESS CONTROL EQUIPMENT	12,406.00
		<hr/>
		\$ 198,709.19

TOTAL CLAIMS FOR FEBRUARY 12, 2018	\$1,686,439.35
------------------------------------	----------------

TOTAL PAYROLL FOR JANUARY 26, 2018	\$ 940,357.79
------------------------------------	---------------

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*36.4
2-12-18

COUNCIL MEETING DATE:	2/12/18	AGENDA ITEM TYPE:	
SUBMITTED BY: Richard Severson, Finance Director		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Approve appointment of Dean McVicker, Susan Hester, & Dan Bankey to the CDBG Committee.

SYNOPSIS:

The CDBG Committee has three positions presented for appointment. Appointments are recommended by Council Members. When an appointment expires, the Council Member is contacted and submits a recommendation for appointment.

FISCAL IMPACT:

None.

BUDGETED ITEM: ☐ YES ☐ NO *NA*

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:			
	Expected Start Date:		Expected End Date:	
	CIP Project Name:	NA		
	MAPA # and Name:	NA		
	Street District # and Name:			
Finance	Distribution Code:			
	GL Account #:	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]		

RECOMMENDATION:

Approve appointments

BACKGROUND:

The CDBG Committee was created in 2010 to assist the CDBG Program Administrator with allocation of annual CDBG funding through an application process to activities that meet the CDBG eligibility requirements and community needs. The committee reviews all applications, hears presentations from applicants, and presents recommendations to the City Council for final approval of proposed projects and funding amounts. Two new appointments and a reappointment are being presented to the City Council. Councilman Burns has nominated Ms. Susan Hester, and Councilman Moudry has nominated Mr. Dean McVicker for appointment to the committee. Councilman Cook has nominated Mr. Dan Bankey for reappointment to the committee.

ATTACHMENTS:

1 Appointment Nomination Forms
2
3

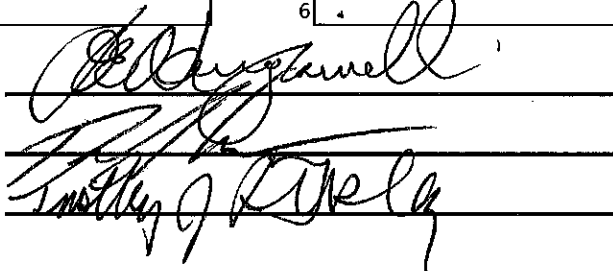
4
5
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





City of Bellevue

Finance Department

210 W Mission Ave • Bellevue, Nebraska 68005 • (402) 293-3000

CDBG Committee Member Recommendation Form

Please complete the following member recommendation form and return to the CDBG Program.

Contact Information

Name: Susan Hester

Street Address: 403 Dennis Drive

City, St, Zip: Bellevue, NE 68005-3340

Home Phone: 402-291-0962 Other Phone: 402-651-0328

E-mail: susan.hester.bps@gmail.com

Best way to contact appointment: ☒ Phone ☒ E-mail ☒ Postal Mail

Special Skills or Qualifications

Summarize any experience or qualifications the recommended member possesses that might assist while serving on the CDBG Committee.

Resident of Bellevue since 1973.

Retired BPS teacher.

Currently on the BPS Foundation Board.

Currently the director of Nebraska Science Olympiad.

Submitted by: Thomas Burns Date: 01/22/2018



An Equal Opportunity/Affirmative Action Employer





CDBG Committee Member Recommendation Form

Please complete the following member recommendation form and return to the CDBG Specialist.

Contact Information

Name: Dean McVicker

Street Address: 805 N. 4th St.

City, St, Zip: Bellevue, Ne. 68005

Home Phone: 402-731-0502

Other Phone: _____

E-mail: ddmcv57@cox.net

Best way to contact appointment: X Phone E-mail Postal Mail

Special Skills or Qualifications

Summarize any experience or qualifications the recommended member possesses that might assist while serving on the CDBG Committee.

Manufacturing management , construction management, and project management experience.

Member of the board of directors of the Sioux City Development Corp. when we brought Iowa Beef Packers packing plant to Dakota City Ne. that employed in excess of 500 employees.

On site management of the new conference center bldg. At the Heartland Presbyterian Center Platte City Mo.

Member of the City of Bellevue team that selected Engineering Companies for city projects. Examples: 48th street widening project, The city of Bellevue Vehicle Maintenance bldg, Harvell paving and storm sewer project, and Lincoln Road widening project.

Past President and current board member of Wake Robin Youth Club ;Applied for and received grants from OPPD for Wake Robin.

Submitted by: Jim Moudry, City Council-Ward 4 **Date:** Jan 29, 2018

If you have any question, please contact the CDBG Specialist at (402) 293-6596 or by email at Abby.Highland@bellevue.net



Daniel E. (Dan) Bankey
3309 Leawood Drive
Bellevue, NE 68123
(402)-292-4932—home; (402)968-42671 (cell)

Objective: To assist the City of Bellevue in best developing and executing effective strategies for the use of available Community Development Block Grant resources by serving on the CDBG Committee.

Relevant Background:

- **2006-January 2014, Director of Human Resources—Security National Bank.** Lead all people programs within 200-person for profit bank. In 2013, successfully wrote grants totaling over \$10,000 to acquire funding from the State of Nebraska Worker Training Program for Bank training. One of only 3 banks receiving State funds.
- **2005-2006, Director of People—Great Western Bank.** Led all people programs within 350-person for profit bank. Lead recruiter.
- **2001-2004, Director of Strategic Staffing—Mutual of Omaha.** Led all nationwide staffing for Fortune 500 for profit business.
- **1988-1990 and 1993-2001, Employment Manager and Human Resources Manager for IT and Operations—First National Bank of Omaha.** HR leader in three roles for 5,000-person for profit bank. Successfully wrote \$50,000 in grants to acquire training funding from the State of Nebraska to effectively integrate Hispanic and Sudanese workers into banking operations. Resulting annual turnover reduced from over 50% to 20% within a year with these populations.
- **1993-1996, Grant-It.** Established and ran a successful grant-writing secondary business for local Omaha-area not for profit organizations. Successfully wrote grants for several communities, including Papillion and Logan, Iowa, as well as for Hastings College and several other not for profit entities. Grants totaled more than \$150,000. Additionally worked with then Sarpy County Incubator Program and helped more than 15 not for profit entities incorporate into 501(c)3 businesses and mentored them in the grant-writing business.
- **1990-1993, Director of Employment & Training—Heart of Texas Council of Governments and Director--CAUSE Head Start Program.** Led education & work programs for over 500 people annually in 6 counties for three years (included 200 high school youth) and also led education & development programs for over 300 pre-school children in 6-county area for two years. Both were not for profit organizations. Wrote successful grants from the federal and state government totaling more than \$3.5 million annually. This included conceptualizing and administering two new unique federal grants totaling more than \$400,000 that were only two of four competitive grants awarded nationally—for developing and training women in non-traditional fields. Programs became national models. Recognized for improving service delivery area from 35th worst out of 36 to number two area in the state in three years.

- **1968-1988, U.S. Air Force**, Finished career as Deputy Commander for Resources for largest intelligence wing in the Air Force. Found unique way to access federal funds, bringing an additional \$1.5 million to the unit at the end of the fiscal year to augment the annual \$4 million annual budget. This non-programmed funding enabled unit to update 10-20 year old equipment and facilities.

Educational Background:

- **Master of Public Administration—University of Oklahoma**
- **Bachelor of Laws—LaSalle University**
- **Bachelor of Arts& Sciences, Political Science—University of Nebraska**
- **Graduate, Air War College and Naval War College**
- **Professional in Human Resources (PHR) Certification**

Special Skills/Training:

- Extensive experience in ferreting out potential funding streams for business/objective needs, conceptualizing funding needs into solid proposals, writing grants and otherwise advocating for needed funding, and administering grant dollars effectively to achieve objectives.
- Excellent facilitator/researcher—to be able to determine the organizational needs and goals that are key to supporting grant/funding requests.
- Excellent at following up in the grant management phase—if others were not assigned to that tasks.
- Trained numerous new 501(c)3 organizations through the Sarpy County Incubator Program and through other efforts on strategies and methods for determining needs and developing effective grant requests.

* 36.5
2-12-18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	2/12/2018	AGENDA ITEM TYPE:
SUBMITTED BY: Chief Perry Guido		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 (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Master Sales Agreement

SYNOPSIS:

Allow us to purchase Extreme Network Equipment from Converge One off of a State of Nebraska Contract.

FISCAL IMPACT:

Will be used to purchase budgeted items.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approve agreement

BACKGROUND:

Sarpy purchases Extreme Network Equipment from Converge One off of the State of Nebraska Contract for the City of Bellevue.

ATTACHMENTS:

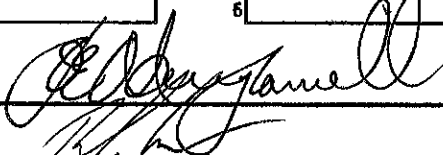

1	Agreement	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



Agreement Number C11854

Master Sales Agreement

Date: 1/15/2018

SELLER: CONVERGEONE, INC.
3344 Hwy 149
Eagan, MN 55121
(800) 431-1333

CUSTOMER: CITY OF BELLEVUE
210 West Mission
Bellevue, NE 68005
402-293-3005

This MASTER SALES AGREEMENT ("Agreement") is made and entered into as of the date indicated above ("Effective Date") by and between Seller and Customer. Seller and Customer are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties."

In consideration of the mutual undertakings herein contained, the Parties agree as follows:

1. Attachment A contains terms and provisions that are part of this Agreement and Attachment A is hereby herein incorporated by reference.

This Agreement shall apply to all hardware and/or software (collectively "Products") to be provided by Seller to Customer as more fully described on a sales order ("Master Agreement Rider" or "Sales Quote") (Attachment B) that references this Agreement. To order Products and/or Services from Seller, Customer may issue to Seller a purchase order or the Parties may execute a Master Agreement Rider or Sales Quote. Such purchase order shall contain a Master Agreement Rider number or Sales Quote number that refers to the Master Agreement Rider or Sales Quote that reflects the Products and/or Services that Customer requests that Seller provide to Customer. Customer's issuance of a purchase order (subject to the terms regarding purchase orders as set forth below) shall be deemed acceptance of the Master Agreement Rider or Sales Quote. Each Master Agreement Rider or Sales Quote shall contain an itemized list of all Products to be provided, together with the price to be charged therefor. If Seller is to provide services (e.g., installation and professional services that are generally associated with the Products furnished to customers by Seller, but excluding maintenance services) ("Services") to Customer, a Statement of Work ("Statement of Work" or "Scope of Work" or "SOW") (Attachment C) that references this Agreement shall accompany the Master Agreement Rider or Sales Quote, and the Master Agreement Rider or Sales Quote shall reflect the price to be charged for such Services.

Any amendment, supplement, or modification of any term or provision of this Agreement must be in a writing that is signed by authorized representatives of both Seller and Customer. Such writing shall be substantially in the form of the Change Request Form (Attachment D) that references this Agreement.

Customer may issue to Seller a purchase order to order Products and/or Services from Seller, but no terms or provisions of the purchase order (other than the description of the Products and/or Services and the quantity thereof) shall apply. Rather, only the terms and provisions of this Agreement shall apply to the sale of Products and/or Services. If Customer submits a purchase order to order a Product or Service hereunder, the purchase order must contain the following language: "THE TERMS AND PROVISIONS OF THE MASTER SALES AGREEMENT C11854 DATED 1/15/18 BY AND BETWEEN SELLER AND CITY OF BELLEVUE APPLY TO THIS PURCHASE ORDER."

This Agreement shall remain in effect until terminated by either Party. Either Party may terminate this Agreement, provided that such Party provides to the other Party written notice of such termination at least thirty (30) days prior to the effective date of such termination. The notice of termination shall reflect the effective date of the termination; if it does not, then the effective date of the termination shall be the date that is thirty (30) days after the non-terminating Party receives the written notice of the termination. Notwithstanding the foregoing, however, the termination of this Agreement shall not affect the obligations of either Party pursuant to the terms and provisions of any Master Agreement Rider or Sales Quote that has been executed by an authorized representative of each Party prior to the effective date of termination of this Agreement.

Terms and conditions contained in a Master Agreement Rider, Sales Quote, or Statement of Work shall control over any general terms and conditions contained herein or in Attachment A.

2. **PURCHASE PRICE:** The purchase price of the Products and/or Services set forth in each Master Agreement Rider or Sales Quote shall be paid as follows:

For a Sales Quote, Master Agreement Rider or purchase order totaling \$75,000 or more:

50%	Upon Execution of the Master Agreement Rider or Sales Quote; and
BALANCE	Due Thirty (30) Days After the Date on Which Installation is Complete.*

For a Sales Quote, Master Agreement Rider, or purchase order totaling less than \$75,000:

BALANCE	Due Thirty (30) Days After the Date on Which Installation is Complete.*
---------	---

*If Customer delays the date of installation more than sixty (60) days from the originally scheduled date of installation through no fault of Seller, the BALANCE attributable to the Products shall become immediately due and payable.

Progress payments are required in all non-lease transactions. If you elect to convert from a lease to a purchase transaction, please notify your Seller representative for progress payment terms. If Customer elects to lease the pertinent Products and/or Services, Customer shall inform Seller of such election at the time that the pertinent Master Agreement Rider or Sales Quote is executed to avoid being liable for sales tax on the Products and/or Services provided under the pertinent Master Agreement Rider or Sales Quote.

All configured orders, including hardware and software, are non-returnable. All software, regardless of whether such software is part of a configured order, is non-returnable. All authorized returns will be assessed a twenty percent (20%) restocking charge; provided, however, that Product returns based on warranty claims will not be assessed such restocking charge.

Terms and conditions subject to credit approval.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

SELLER: ConvergeOne, Inc.

CUSTOMER: City of Bellevue

BY: _____

BY: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTACHMENT A

1. **PRICE; PAYMENT; TAXES.** - Customer agrees to pay the unit price of each Product or Service described on a Master Agreement Rider, Sales Quote, or Statement of Work, together with freight, taxes, and any other itemized charges, fees, and costs (the "Price"). If Customer is exempt from tax, Customer shall provide to Seller a valid tax exemption certificate at the time that this Agreement is executed. The currency to be used for payment of the Price is the United States Dollar. Except for breach by Seller, termination of this Agreement shall not affect Customer's obligation to pay the Price.

Interest on any past due obligation shall accrue at the rate of one and one-half percent (1½%) per month or at the maximum rate allowed by law, whichever is lower. All prices are exclusive of applicable taxes or other charges imposed by law.

2. **TITLE; RISK OF LOSS; SECURITY INTEREST; REMEDIES UPON DEFAULT.**

- Title to and ownership of each Product sold pursuant to the terms and provisions of this Agreement shall remain in Seller until the Price is paid in full. Risk of loss to the Products shall pass to Customer upon delivery.

Seller reserves a purchase money security interest in and to the Products (together with the cost of any Services related thereto) sold hereunder as security for performance of Customer's obligations. Seller may file the Agreement (together with any attachments thereto) to perfect such interest.

In the event that Customer fails to pay according to the terms and provisions of this Agreement, or fails to perform any of its obligations pursuant to the terms and provisions of this Agreement, then Seller, at its option, may do any or all of the following: (i) upon notice to Customer, terminate this Agreement; (ii) regardless of whether this Agreement is terminated, suspend further performance under this Agreement; and (iii) retain, as an offset to Customer's liability for such default, all or a portion of the progress payments (if any) previously paid by Customer. Customer shall in any event remain fully liable for damages resulting from Customer's breach (including, but not limited to, all costs and expenses incurred by Seller on account of such breach, including costs of arbitration and reasonable attorneys' fees). The rights afforded Seller hereunder shall not be deemed to be exclusive but, instead, shall be in addition to any rights or remedies provided by law.

3. **WARRANTIES; DISCLAIMERS; SOFTWARE LICENSES.**

Seller represents and warrants that immediately prior to the sale of a Product to Customer, Seller will be the lawful owner thereof, free and clear of any liens and encumbrances (other than those that may arise under the terms and provisions of this Agreement). In addition, Seller represents and warrants that Seller has the full right, power, and authority to sell, deliver, or provide the Product to Customer.

(a) **Product Warranties:** Products are warranted to Customer either directly by the original equipment manufacturer ("OEM") or by Seller.

1) **OEM Warranty.** The terms and provisions of the OEM warranty are found at www.convergeone.com.

2) **Seller Warranty.** Products not warranted to Customer directly by the OEM are warranted by Seller as follows:

a) Seller warrants the Products to Customer to the same extent and term as the OEM warrants the Products to Seller. Upon request, Seller will provide such warranty information.

b) Products are warranted to be free from defects in material and workmanship for the term of the warranty.

c) All Products are warranted to operate in accordance with the standard specifications or documentation accompanying each Product.

d) Products and Replacement Products (as defined in Section 3(b)) may contain remanufactured parts that are equivalent to new in performance and appearance.

e) This warranty does not extend to Products or Product components that have had their serial numbers, date of manufacturing, or OEM labels removed, defaced, or altered, nor does this warranty cover any of the following: counterfeit parts; repair for damages to Products or Product components; or malfunctions caused by (i) misuse, neglect, power failures, power surges, lightning, fire, flood, or accident; (ii) use of products or facilities supplied by others; (iii) failure to follow installation, operation, or maintenance instructions; (iv) failure to permit remote access; or (v) force majeure conditions specified in Section 7.

f) Replacement Products are warranted as outlined above for the remainder of the original applicable Product warranty period. Products that have been replaced become the property of Seller.

(b) The terms and provisions of this Section 3(b) apply to all Products and Replacement Products provided hereunder.

1) If a Product or a Replacement Product does not conform to the Product warranty during the warranty period, Customer shall promptly notify Seller in writing of such non-conformance, which shall be stated in detail sufficient to describe both the problem and its symptoms. Seller or the OEM (as the case may be), at its option, will either (i) repair the Product so that the Product conforms to the Product warranty; or (ii) replace the Product with a Product that conforms to the Product warranty ("Replacement Product"). Replacement Products are warranted as outlined above for the remainder of the original applicable Product warranty period. Replaced Products become the property of Seller. Seller will not charge Customer for the Replacement Product. Seller, however, will charge Customer for the time that is incurred to diagnose the problem and to repair or replace the Product.

2) THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH SELLER DISCLAIMS AND ARE EXCLUDED. SELLER SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, NETWORK DOWNTIME, INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS OR USE BY CUSTOMER, AND COST OF COVER). SELLER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS OR SERVICES PROVIDED HEREIN. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE IMMUNE FROM OR WILL PREVENT EITHER FRAUDULENT INTRUSION OR UNAUTHORIZED USE. SELLER WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR CHARGES FOR SUCH USE) OF COMMON CARRIER TELECOMMUNICATIONS SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS (TOLL

FRAUD). UNLESS OTHERWISE AGREED IN THIS AGREEMENT, CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT CUSTOMER'S NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION.

3) If the Products are to be used either on or to support Telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) facilities, Seller requires that a network assessment be performed prior to installation to determine network performance, reliability, and security. In the event that Customer either refuses to authorize a pre-installation network assessment or fails to follow Seller's reasonable recommendations after Seller performs the network assessment, and if performance problems are encountered and determined to be associated with network performance, reliability, or security issues, Customer shall be solely responsible for all costs associated with a post-installation network assessment and network reconfiguration.

4) Services are warranted for thirty (30) days from the date on which installation is completed. Such Services will be performed in a good and workmanlike manner by qualified personnel.

5) **Software Licenses.** Customer agrees that it has read, understood, and will abide by the terms and provisions of the software license(s) pertinent to the Products provided hereunder. Such software licenses may be found on the Internet at www.convergeone.com.

4. **SERVICES AND TIMING.** - Services not specifically itemized are not provided. CUSTOMER IS SOLELY RESPONSIBLE FOR SYSTEM BACK-UP PRIOR TO COMMENCEMENT OF SERVICES OR INSTALLATION OF A PRODUCT.

5. **INDEPENDENT CONTRACTOR.** - Seller shall conduct its business as an independent contractor with respect to Customer. Seller will represent to third persons, to the public generally, and to all governmental bodies (including, but not limited to, federal, state, and local authorities) that the business conducted by Seller with respect to Customer is that of an independent contractor and that such is the sole relationship between the Parties. It is expressly understood that Seller is in no way considered the legal representative of Customer for any purpose whatsoever with respect to this Agreement. Customer shall deduct no income tax or other withholdings whatsoever from payments due to Seller.

6. **CUSTOMER COOPERATION.** - Customer shall cooperate fully with Seller to facilitate performance of Seller's obligations hereunder, including the rendition of Services and the installation of a Product. Customer shall dedicate such time, personnel, and resources as may be reasonably necessary to complete the implementation or installation. Cooperation shall include the following:

- ♦ Customer shall designate a coordinator at Customer's site with the knowledge and authority to make decisions with respect to all of Customer's operations in order for Seller to meet its obligations hereunder;

- ♦ Customer shall make available such data as is necessary to adequately test the Product(s) and/or Service(s); and

- ♦ If Customer is purchasing an application software solution, Customer shall be responsible for the operation of each CPU, conducting a back-up, performing all program translation, contacting all third-party vendors to confirm that existing hardware and software will be compatible with the new software, and processing any necessary changes.

7. **FORCE MAJEURE.** - Seller shall not be liable for any loss, failure, or delay in furnishing a Product or Service resulting from any of the following: fires; explosions; floods; storms; acts of God; governmental acts, orders, or regulations; hostilities; acts of terrorism; civil disturbances; strikes; labor difficulties; machinery breakdowns; transportation contingencies; difficulty in obtaining parts, supplies, or shipping facilities; delays of carriers; or any other cause beyond the control of Seller.

8. **ARBITRATION.** - Seller and Customer agree to submit any and all disputes (of whatever kind or nature, whether in law or in equity) arising out of the terms and provisions of this Agreement (including, but not limited to, determining the validity, specific enforcement, breach, or interpretation of this Agreement) to binding arbitration only, such arbitration to be conducted pursuant to the then-current Commercial Arbitration Rules of the American Arbitration Association and to be held before a single arbitrator at a location mutually agreeable to the Parties. The Parties shall be entitled to limited discovery under the Federal Rules of Civil Procedure. Notwithstanding the foregoing, in the event that third parties are necessary to achieve a just adjudication of the issues, either Party may commence a civil action in a court of competent jurisdiction having jurisdiction over all parties involved. The prevailing Party shall be entitled to recover from the non-prevailing Party its costs and reasonable attorneys' fees incurred in connection with any action or proceeding that arises from the terms and provisions of this Agreement. The Parties further agree that any monetary award may be reduced to judgment and docketed in any court of competent jurisdiction without objection and execution had thereon. This provision shall survive the termination of this Agreement. No arbitration or action, regardless of form, arising out of the terms and provisions of this Agreement may be brought or commenced by either Party more than one (1) year after the dispute, claim, or cause of action arose.

9. **LIMITATION OF LIABILITY.** - THE ENTIRE LIABILITY OF SELLER (AND SELLER'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES) AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICE, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL BE (i) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN SECTION 3; (ii) FOR DELAYS IN DELIVERY OR INSTALLATION (WHICHEVER IS APPLICABLE), SELLER SHALL HAVE NO LIABILITY UNLESS THE DELIVERY DATE OR THE INSTALLATION DATE (WHICHEVER IS APPLICABLE) IS DELAYED BY MORE THAN THIRTY (30) DAYS BY CAUSES NOT ATTRIBUTABLE TO EITHER CUSTOMER OR FORCE MAJEURE CONDITIONS STATED IN SECTION 7, IN WHICH CASE CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE PERTINENT MASTER AGREEMENT RIDER OR SALES QUOTE WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER THE PERTINENT MASTER AGREEMENT RIDER OR SALES QUOTE; OR (iii) FOR SELLER'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OF THIS AGREEMENT, IF SELLER DOES NOT CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS AFTER

RECEIPT OF WRITTEN NOTICE ADDRESSING SUCH FAILURE, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE PERTINENT MASTER AGREEMENT RIDER OR SALES QUOTE WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER THE PERTINENT MASTER AGREEMENT RIDER OR SALES QUOTE. SELLER SHALL IN NO CASE BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES; COST OF COVER; OR CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS ("TOLL FRAUD")). THE PREVIOUS SENTENCE APPLIES REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. MISCELLANEOUS.

- (a) **Merger** - This Agreement constitutes the entire agreement between Seller and Customer with respect to the subject matter described herein, superseding all prior and contemporaneous correspondence between the Parties.
- (b) **No Assignment** - This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that in any assignment of this Agreement, both the assignor and the assignee are jointly and severally liable under this Agreement for any outstanding obligations of the assignor that are due as of the date of the assignment.
- (c) **Notices** - All notices shall be in writing and shall be delivered in person or sent by facsimile or U.S. Mail, postage prepaid, to the address of the other Party as set forth in this Agreement or to such other address as a Party shall designate.
- (d) **Acknowledgment and Authority** - By execution hereof, the signers hereby certify that they have read this Agreement and these terms, understands them, and agrees to all terms and provisions stated herein. In addition, Seller and Customer warrant to each other that each respective Party and its respective signatory have the full right, power, and authority to execute this Agreement.
- (e) **Secrecy and Confidentiality** - Pursuant to Neb. Rev. Stat. § 84-712.05, each Party covenants and agrees on behalf of itself, its officers, directors, employees, and agents as follows: (i) information obtained from a Party (including, but not limited to, customer lists, customer-sensitive information, business practices and operations, financial information, product plans and designs, and configurations and layouts) is secret, proprietary, and confidential; (ii) such information shall be neither disclosed to others nor used for any unauthorized purpose; and (iii) each Party shall use its best efforts to return such information to the other Party upon termination of this Agreement. This provision does not apply to such information that (a) was in the possession of a Party before disclosure to such Party by the other Party; (b) becomes a matter of public record through no fault of a Party; (c) is released by or at the direction of the Party that originally disclosed such information to the other Party; or (d) a Party is legally compelled or required to disclose.
- (f) **Waiver** - If either Party fails to enforce any right or remedy available under the terms and provisions of this Agreement, such failure shall not be construed as a waiver of any right or remedy with respect to that breach or any other breach or failure by the other Party. Rather, any waiver of a Party's rights or remedies available under the terms and provisions of this Agreement must be in a writing that is signed by the Party against whom enforcement is sought.
- (g) **Severability** - In the event that any term or provision of this Agreement is held to be illegal, unenforceable, or invalid, the remaining terms and provisions hereof shall remain in full force and effect.
- (h) **Survival of Terms** - Notwithstanding any termination or expiration of this Agreement, all rights and remedies available to the Parties and all terms and provisions of this Agreement that are not performed or cannot be performed during the term of this Agreement shall survive the termination or expiration of this Agreement.
- (i) **Governing Law** - The laws of the jurisdiction where the Products and/or Services are to be provided (including, but not limited to, the Uniform Commercial Code as adopted in that jurisdiction) apply to all Products and/or Services provided under the terms and provisions of this Agreement, without reference to such jurisdiction's conflicts of law principles.
- (j) **Residency Verification** - 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.
- (k) **Nondiscrimination** - Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. § 1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
- (l) **Insurance** - Seller will obtain and maintain at its sole cost and expense during the term of this Agreement, and ensure that its contractors obtain and maintain at their sole cost and expense, with insurers licensed to do business in all jurisdictions where services are performed and that have a Best's rating and policy holder surplus of A-;VII, the following minimum insurance coverages:

Workers Compensation Insurance. Seller shall maintain workers compensation as required under any workers compensation or similar law in the jurisdiction where the services are performed, and employer's liability insurance. Employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Commercial General Insurance. Seller shall maintain commercial general liability with a limit of not less than \$1,000,000 each occurrence. Policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Completed Operations coverage is to extend for two years following the completion of the applicable Sales Quote or Master Agreement Rider.

Automobile Liability. Seller shall maintain automobile liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Excess/Umbrella Liability Insurance. Seller shall maintain commercial umbrella liability insurance excess of employer's liability, general liability and automobile liability with a limit of not less than \$5,000,000 each occurrence.

Errors and Omissions Liability Insurance. If the services are professional services, errors and omissions liability coverage appropriate to the service being provided. Coverage must apply to economic damages resulting from a professional error, act, or omission arising out of the scope of services defined in this contract. Coverage must be maintained in an amount of at least \$3,000,000 per occurrence and aggregate.

A Certificate of Insurance which evidences the above policies and their limits and which indicates Customer as an "Additional Insured" on all such policies except the workers compensation and professional liability policies will be provided by Seller to Customer prior to commencement of any work under this Agreement. Seller agrees that such policies represented by the Certificate of Insurance will not be canceled or changed without ten (10) days prior written notice to Customer.

City of Bellevue - ConvergeOne Terms and Conditions Master Sales Agreement 11-09-06 Edition (01152018)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*36.6
2-12-18

COUNCIL MEETING DATE: 2/12/18 04/17/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Shari Lentsch, Fire Department	SPECIAL PRESENTATION	
	LIQUOR LICENSE	
	ORDINANCE	
	PUBLIC HEARING	
	RESOLUTION	
	CURRENT BUSINESS	
	OTHER (SEE CLERK)	<input checked="" type="checkbox"/>

SUBJECT:

Approve affiliation agreement with Southeast Community College for students

SYNOPSIS:

BFD currently has agreements in place with several local colleges that allow EMS students to ride along for field internship. This agreement would allow SECC students to do the same.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

--

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
	Street District # and Name:	
Finance	Distribution Code:	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]
	GL Account #:	GL Account Name:

RECOMMENDATION:

Recommend the Mayor sign the agreement to allow SECC students to ride with BFD for field internship.

BACKGROUND:

--

ATTACHMENTS:

1	
2	
3	

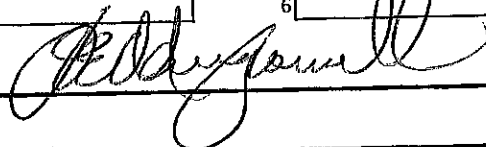

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made between **SOUTHEAST COMMUNITY COLLEGE** (hereinafter "SCC") and _____ (hereinafter "Agency") for the purpose of the Agency allowing SCC to conduct a portion of SCC's _____ program upon facilities owned and maintained by the Agency.

1. **Course of Instruction.** It is mutually agreed that the purpose of this Agreement is to facilitate a portion of the course of instruction offered by SCC to its students, said course of instruction to include supervised clinical education. It is understood that the faculty for the program will be provided by SCC. The faculty will, in cooperation with the Agency staff, ensure that all students are oriented to their duties and functions at the beginning of the clinical rotation. Such orientation shall include the policies and procedures specific to the Agency.

2. **Text Books.** SCC will provide the necessary textbooks and classroom supplies needed by the faculty in connection with the clinical education. SCC programs may provide their own references in space designated by the Agency at the Agency facilities for use by the students enrolled in the program. The Agency assumes no responsibility for any loss or theft of educational materials belonging to SCC or personal belongings of SCC students or faculty.

3. **Faculty.** The faculty coordinating or supervising the program shall be provided by SCC. SCC will notify the Agency of any changes in faculty as such changes occur. The Agency shall have the right to request a change in faculty if such faculty does not meet the Agency's reasonable standards. In the event an SCC faculty or alternate instructor is unavailable for any reason, SCC and the Agency will mutually decide upon a competent professional person to assist in the supervision of students enrolled in the course of study being conducted on the Agency's facilities. SCC shall have the obligation to make sure that all SCC faculty shall be properly oriented to the Agency policies and procedures in accordance with standards established by the Agency. SCC faculty will provide information about the health programs' policies and a copy of the Student Handbook upon request of the department supervisor. Faculty assigned to the Agency shall meet all health requirements required by the Agency. SCC shall verify current professional licensure or certification each year on all faculty in the course of study in which they are coordinating or supervising. The Agency agrees to provide emergency medical care for faculty in case of illness, accident, or when in contact with blood or body fluids while on the Agency's premises, but payment for any such treatment shall be the sole and only responsibility of the faculty treated.

4. **Students.** SCC, with the approval of the Agency, will designate the number of students to be sent to the Agency's facilities. SCC will advise the Agency prior to the assignment date of the number of students to be assigned, along with a description of the service to which they will be assigned. The names of students to be assigned to the Agency will be provided one week prior to assignment date. The Agency reserves the right to accept for placement any individual student, provided however, any such acceptance or denial of acceptance must be in full compliance with any and all applicable laws. SCC assumes full responsibility for designating the amount of clinical time scheduled for SCC students on the Agency's premises. SCC will coordinate scheduling with the Agency. If, for any reason, there are any significant changes

in the number of students or in the time schedule, SCC will first notify the Agency. The Agency shall have the right to limit the number of students that may be assigned to a service. Students are not to be reimbursed for clinical education.

5. **Student Welfare.** Student assignments shall be the sole responsibility of the SCC faculty assigned to the program. It shall be the responsibility of SCC students assigned to the Agency to maintain, and to provide upon request, a current SCC Health Statement showing completion of the student's required immunizations; CPR certification if required, training in Universal Standards and Precautions and follow-up after exposures. Students shall wear the appropriate SCC approved attire at all times they are in the Agency. In the event any SCC students shall sustain or contract minor injury, minor illness, or an emergency health situation while on the Agency's premises, such student will be required to notify the SCC official in charge at the time, or the student's direct supervisor on the Agency staff. The Agency agrees to provide emergency medical care for students in case of illness, accident, or when in contact with blood or body fluids while on the Agency's premises, but payment for any such treatment shall be the sole and only responsibility of the student treated. SCC shall require all students assigned to the Agency's facilities to observe all applicable rules, regulations and policies duly adopted and in effect at the Agency including, but not limited to, flu shot and vaccination policies. The Agency agrees to make reasonable efforts to abide by the guidelines established by SCC in its expectations of student behavior. However, if a conflict exists between the Agency and SCC policies, the Agency policy shall apply unless the policy is in conflict with accepted standards of practice.

6. **Criminal Background Checks on Students and Faculty.** A criminal background check will be completed for each student and faculty member before being allowed to participate in clinical/practicum experiences, including the Nebraska child and adult abuse registries and other background checks as stated in the SCC Instructional Handbook under the Criminal Background checks-Students Section (E-1).

7. **Mandatory Drug & Alcohol Testing:** Students admitted to a Health Sciences program at Southeast Community College that requires a clinical rotation at a contracted healthcare facility will be required to submit to initial drug and alcohol testing prior to the first clinical rotation. Further drug testing and/or alcohol maybe required of the student for cause. All Health Sciences students will be tested for the following drug categories: amphetamines/methamphetamines, barbiturates, benzodiazepines, cocaine and metabolites, marijuana metabolites, opiates, phencyclidine, and propoxyphene. This list is subject to change. Testing for additional substances may occur based on clinical affiliation agreement requirements.

8. **Liability Insurance.** SCC shall provide liability insurance coverage covering all acts or omissions of SCC faculty or students who are assigned to the Agency in the amount of \$1,000,000 each incident or \$5,000,000 in the aggregate.

9. **Removal of Students.** In the event the performance or conduct of any SCC student is unacceptable to the Agency, the Agency shall have the right to require SCC to immediately remove such student from the Agency premises. SCC agrees to remove any such student, provided however, any such removal must be in full compliance with any and all applicable laws. SCC and the Agency will meet to review such incidents.

10. **Calendar.** The calendar of the school year will be provided for the Agency, if requested, indicating dates during which the SCC program will be conducted on the Agency premises, and indicating dates, which are designated as holidays and vacation periods.

11. **Agency's Obligations.** The Agency agrees to provide the following:

(a) The Agency will provide a conference room and/or a classroom area, if available and not otherwise being used by the Agency, for faculty/student use.

(b) In cooperation with SCC's faculty, the Agency will provide students with equitable clinical experiences mutually acceptable to the Agency and the SCC faculty. The Agency shall determine where students will be assigned on the Agency premises.

(c) The Agency will retain the responsibility for patient care and will provide the services of professional employees to supervise services in each clinical area where students are assigned for their clinical experience.

(d) The Agency will inform the faculty of any Agency concerns that affect the legal and ethical responsibilities of the SCC student.

(e) The Agency agrees to permit students and course instructors access to patient charts under its standard policies. Provision of this Agreement, however, shall not be considered a guarantee by the Agency that such clinical experience will be available at any particular time and the Agency may terminate any service it desires, as and when it desires, without obligation or damage to SCC.

12. **Confidentiality.** SCC faculty and students may have access to or be provided with protected personal health information (PHI) about patients or employees at the Agency as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Therefore, SCC agrees to:

- (a) Use appropriate safeguards to prevent misuses of PHI
- (b) Make PHI available to individuals as set forth under the HIPAA rules
- (c) Return or destroy all PHI upon termination of this Agreement
- (d) Require SCC students and faculty to agree to all these restrictions
- (e) Report any improper disclosure of PHI immediately to Supervisor

A determination that an SCC faculty member or student has violated the HIPAA rules will be grounds for immediate termination of their service in the Agency. SCC will follow SCC policy for the faculty member or student.

13. **Term of Agreement.** This Agreement shall be for a term of one year from and after the date of its execution, and shall be automatically extended from year to year thereafter until either party gives the other written notice of no less than ninety (90) days, its intention to terminate the agreement. The parties, by mutual agreement in writing, may agree to revise this Agreement at any time. In the event of termination beyond the control of the Agency, the termination shall be effective at the termination date and no further SCC students in that clinical area will be allowed on the Agency's facilities and the College will make every attempt to find alternate clinical experience in order for the student to complete the program in a timely manner. In the event the termination of this agreement is for reasons within the control of the Agency,

all students who are currently enrolled in the program at the Agency's facilities on the date of termination shall be allowed to complete the full program in which they are enrolled, and the termination shall operate only to prevent SCC from assigning any further or new students to the Agency facilities. Notwithstanding any provision herein to the contrary, the Agency shall have the right to immediately terminate this Agreement or to terminate the Agreement as to certain faculty or students in order to preserve the health, welfare, and safety of the Agency employees, patients, or the public.

14. Correction of Problems/Joint Responsibilities. In the event that the Agency believes that any faculty provided by SCC is operating in conflict with the teachings and procedures of the Agency or if disagreements should develop between such faculty and the personnel of the Agency, the Agency may notify SCC of the problem and request SCC to correct the situation. It shall be the responsibility of SCC to correct any such problems within a reasonable time. In the event that an unsafe practice exists which may negatively influence patient care or clinical outcomes, the Agency retains the right to immediately intervene and re-direct patient care. Agency and SCC have joint responsibility for communicating any concerns about the clinical experience arrangements, providing contacts for coordination of assignments, and for insuring evaluation of student competency.

15. The Joint Commission. Southeast Community College students and faculty will adhere to the requirements of The Joint Commission (JC), if the Agency is accredited by JC.

16. Non-Discrimination. Neither SCC nor the Agency shall discriminate against any employee, applicant, or student for employment or participation in the clinical education program because of race, color, religion, sex, age, marital status, national origin, ancestry, veteran status, sexual orientation, disability, or other factors prohibited by law or College policy.

17. Program Evaluation. The Agency may request to meet at least once a year to evaluate the clinical education program.

18. Notices. Wherever herein notices or official communications are required to be given by one party to the other, they shall be deemed effective only when delivered to the appropriate agent of the parties. The agent for SCC shall be the Lincoln Campus Director and for the Agency, an Administrator.

19. Medicare/Medicaid Exclusion. SCC hereby represents and warrants that SCC, its faculty and students are not and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid. SCC hereby agrees to immediately notify the Agency of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that SCC is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that SCC is in breach of this section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

20. Independent Contractor. Southeast Community College is an independent contractor

pursuant to this agreement and its students and faculty shall in no manner be considered employees of the Agency.

21. For Physicians and Allied Health Professionals. Unless this Agreement is renewed, replaced, or superseded by another agreement with the Agency, the clinical privileges necessary to provide the services shall automatically cease and terminate as a result of the expiration or termination of this Agreement. Such automatic termination of clinical privileges shall occur without compliance with the notice, hearing, or any other due process provisions of the Medical Staff Bylaws.

22. Indemnify and Hold Harmless. SCC and the Agency indemnify and hold harmless each other against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorney's fees, arising directly or indirectly out of any violation of Section 11 of this Agreement or Section 18, due to exclusion of SCC or Agency from a federally funded health care program, including Medicare and Medicaid.

**Bellevue Fire Department
211 W 22nd Ave
Bellevue, NE 68005
402-293-3153**

SOUTHEAST COMMUNITY COLLEGE

Print name: _____

Print Name: Dennis Headrick, PhD.

Title: _____

Title: Vice President for Instruction

Signature: _____

Signature: _____

Date: _____

Date: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*36.7
2-12-18

COUNCIL MEETING DATE:	2/12/2018	AGENDA ITEM TYPE:
SUBMITTED BY: Jeff Roberts, Public Works Director	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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Release of Easement

SYNOPSIS:

Request to release an existing easement and right-of-way recorded in Misc. Book 49, Page 264 of the Sarpy County Records lying within Lots 1 and 2 Wolf Creek Replat 3 and within Lot 1, Wolf Creek 4, Sarpy County, Nebraska, more particularly described in Exhibit "A".

FISCAL IMPACT:

\$0

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

\$0

RECOMMENDATION:

Approve the request to release an existing easement and right-of-way recorded in Misc. Book 49, Page 264 of the Sarpy County Records lying within Lots 1 and 2 Wolf Creek Replat 3 and within Lot 1, Wolf Creek 4, Sarpy County, Nebraska, more particularly described in Exhibit "A".

BACKGROUND:

The original easement and right-of-way for sanitary sewer granted to SID 86, Willow Springs, was recorded in Misc. Book 49 at Page 264 was recorded on May 24, 1976 as Instrument Number 49-264A. The requested easement release that is described in Exhibit "A" is no longer necessary or beneficial to the property. The Public Works Department has no objections.

ATTACHMENTS:

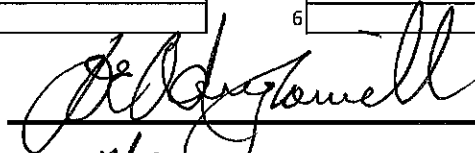
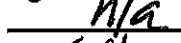
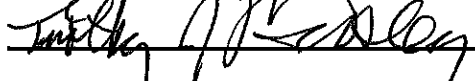
1	Release of Easement	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

Release of Easement

This Release of Easement is made this ____ day of _____, 2018, by the CITY OF BELLEVUE, NEBRASKA, a Nebraska political subdivision (herein the "City").

An "Easement and Right-of-Way" for sanitary sewer granted to Sanitary and Improvement District No. 86 of Sarpy County, Nebraska, (now the "City") recorded in Book 49 at Page 264 of the Sarpy County Records (the Easement).

The Easement impacts the real estate now known as Lots 1 and 2, Wolf Creek Replat 7, is recorded as Instrument No. 2017-31288 of the Sarpy County Records. And Lot 1, Wolf Creek Replat 4, is recorded as Instrument No. 2006-08442 of the Sarpy County Records.

The Easement as it pertains solely to the real estate depicted and legally described on Exhibit "A" attached hereto (the release area) is no longer necessary or required. The City has no objection to releasing the released area from the Easement.

NOW, THEREFORE, in consideration of the above, and for other valuable consideration, the City hereby releases, discharges, rescinds, and cancels all of its right, title and interest in the Easement over Released Area depicted and legally described in Exhibit "A" attached hereto.

ATTEST

CITY OF BELLEVUE, NEBRASKA
a Nebraska political subdivision

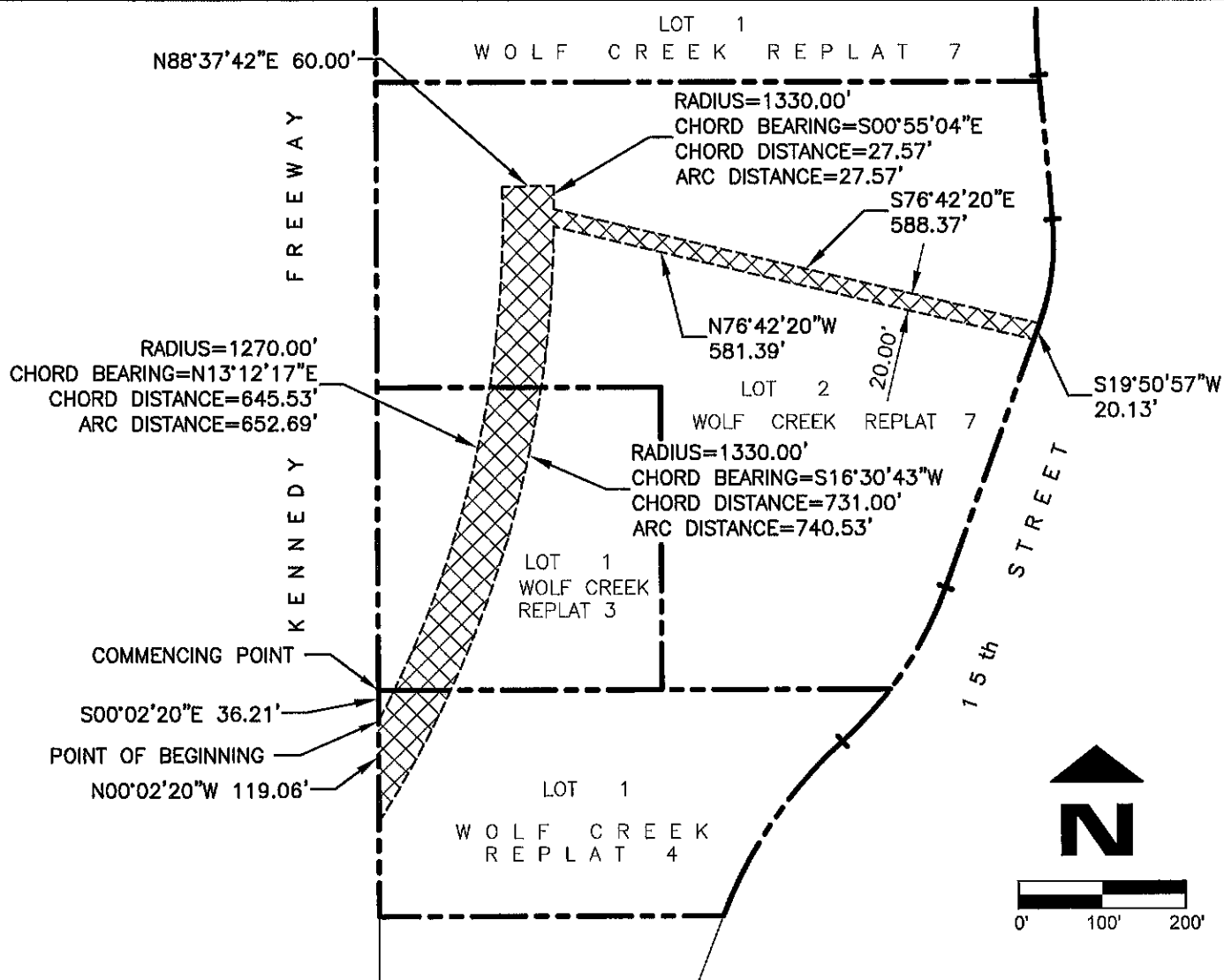
By: _____
Sabrina Ohnmacht, City Clerk

By: _____
Rita Sanders, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rita Sanders and Sabrina Ohnmacht, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

Notary Public



LEGAL DESCRIPTION

THAT PART OF AN EXISTING "EASEMENT AND RIGHT-OF-WAY" RECORDED IN MISC. BOOK 49 AT PAGE 264 OF THE SARPY COUNTY RECORDS LYING WITHIN LOT 2, WOLF CREEK REPLAT 7 AND WITHIN LOT 1, WOLF CREEK REPLAT 4, SUBDIVISIONS IN SAID SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE NW CORNER OF LOT 1 SAID WOLF CREEK REPLAT 4;

THENCE $S00^{\circ}02'20''E$ (ASSUMED BEARING) 36.21 FEET ON THE WEST LINE OF LOT 1, SAID WOLF CREEK REPLAT 4 TO THE WEST LINE OF SAID EASEMENT AND THE POINT OF BEGINNING;

THENCE NORTHEASTERLY ON THE WEST LINE OF SAID EASEMENT ON A 1270.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING $N13^{\circ}12'17''E$, CHORD DISTANCE 645.53 FEET, AN ARC DISTANCE OF 652.69 FEET;

THENCE $N88^{\circ}37'42''E$ 60.00 FEET ON THE NORTH LINE OF SAID EASEMENT;

THENCE SOUTHEASTERLY ON THE NORTH LINE OF SAID EASEMENT ON A 1330.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING $S00^{\circ}55'04''E$, CHORD DISTANCE 27.57 FEET, AN ARC DISTANCE OF 27.57 FEET;

THENCE $S76^{\circ}42'20''E$ 588.37 FEET ON THE NORTH LINE OF SAID EASEMENT TO THE EAST LINE OF LOT 2 SAID WOLF CREEK REPLAT 3;

THENCE $S19^{\circ}50'57''W$ 20.13 FEET ON THE EAST LINE OF SAID LOT 2 TO THE SOUTH LINE OF SAID EASEMENT;

THENCE $N76^{\circ}42'20''W$ 581.39 FEET ON THE SOUTH LINE OF SAID EASEMENT;

THENCE SOUTHWESTERLY ON THE EAST LINE OF SAID EASEMENT ON A 1330.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING $S16^{\circ}30'43''W$, CHORD DISTANCE 731.00 FEET, AN ARC DISTANCE OF 740.53 FEET TO THE WEST LINE OF LOT 1, SAID WOLF CREEK REPLAT 4;

THENCE $N00^{\circ}02'20''W$ 119.06 FEET ON THE WEST LINE OF LOT 1, SAID WOLF CREEK REPLAT 4 TO THE POINT OF BEGINNING.



Job Number: 1681-104-EX2
thompson, dreessen & dornier, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: JANUARY 15, 2018
Drawn By: RJR
Reviewed By: DHN
Revision Date:

EXHIBIT "A"

Book
Page

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	2/12/2018	AGENDA ITEM TYPE:
SUBMITTED BY: Jeff Roberts, Public Works Director	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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Sanitary Sewer Easement

SYNOPSIS:

Request to ratify and approve a permanent 20' sanitary sewer easement lying within Lot 2, Wolf Creek Replat 3, Sarpy County, Nebraska, more particularly described in Exhibit "A".

FISCAL IMPACT:

\$0

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

\$0

RECOMMENDATION:

Ratify and approve a permanent 20' sanitary sewer easement lying within Lot 2, Wolf Creek Replat 3, Sarpy County County, Nebraska, more particularly described in Exhibit "A".

BACKGROUND:

The Sanitary Sewer Easement was recorded on January 24, 2018 as Instrument Number 2018-01819. The original easement and right-of-way for sanitary sewer granted to SID 86, Willow Springs, was recorded in Misc. Book 49 at Page 264 was recorded on May 24, 1976 as Instrument Number 49-264A.

ATTACHMENTS:

1	Sanitary Sewer Easement
2	
3	

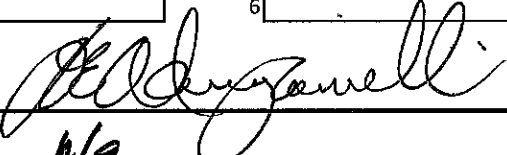
4	
5	
6	


SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



h/a


COUNTER ah C.E. ah
VERIFY ah D.E. ah
PROOF _____
FEES \$ 22.00
CHECK # _____
CHG TD CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2018-01819

01/24/2018 12:02:35 PM

Clay J. Dowling

REGISTER OF DEEDS

COPY



SANITARY SEWER EASEMENT

HOGAN WOLF CREEK NORTH, A NEBRASKA LIMITED LIABILITY COMPANY, and its successors and assigns ("Grantor"), for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby donate, grant and convey unto the CITY OF BELLEVUE, A MUNICIPAL CORPORATION OF THE STATE OF NEBRASKA ("Grantee"), a permanent, perpetual non-exclusive Sanitary Sewer Easement for the right to construct, maintain, operate and replace underground sanitary sewers, facilities and appurtenances thereto over, under, and through the parcel of land described and depicted on Exhibit "A" attached and incorporated herein (the "Easement Area").

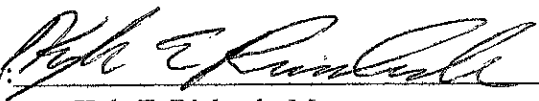
TO HAVE AND TO HOLD, the Grantor and Grantee agree as follows:

- 1) Grantor conveys a permanent, perpetual non-exclusive sanitary sewer easement over, under and through the Easement Area to Grantee, together with the right of access for the purpose of constructing, inspecting, maintaining, operating, repairing, and/or replacing such underground sanitary sewers, facilities and appurtenances thereto.
- 2) No buildings or other structures shall be placed in, on, over, or across the Easement Area by Grantor without the express approval of the Grantee, which shall be determined at the sole discretion of the Grantee.
- 3) Grantor may, following construction of such underground storm sewers, underground drainage structures, facilities, drainage ways, and appurtenances thereto continue to use the Easement Area for all other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed and except as provided herein. Landscaping, road surfaces, street surfaces, parking area surfaces, sidewalks, and trails are expressly permitted on the Easement Area. Any such permitted items or materials placed on or within the Easement Area shall be maintained by Grantor.
- 4) Grantor and its successors and assigns to the ownership of the parcel of real estate on which the Easement Area is located shall have the right to connect to such sanitary sewer without additional charge therefore.

- 5) Grantor warrants that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons.
- 6) Grantee will repair to good condition any and all damage caused by Grantee in exercising its rights of constructing, maintaining, operating and replacing the sewers and related structures.
- 7) This Easement shall be perpetual, run with the land, and be binding upon the successors and assigns of Grantor and Grantee. This Easement may be modified, amended or terminated by written agreement executed by Grantor and Grantee, or their respective successors and assigns.

IN WITNESS WHEREOF the Grantor has executed this Easement as of this 15th day of January, 2018


GRANTOR:
HOGAN WOLF CREEK NORTH, LLC, a
 Nebraska limited liability company

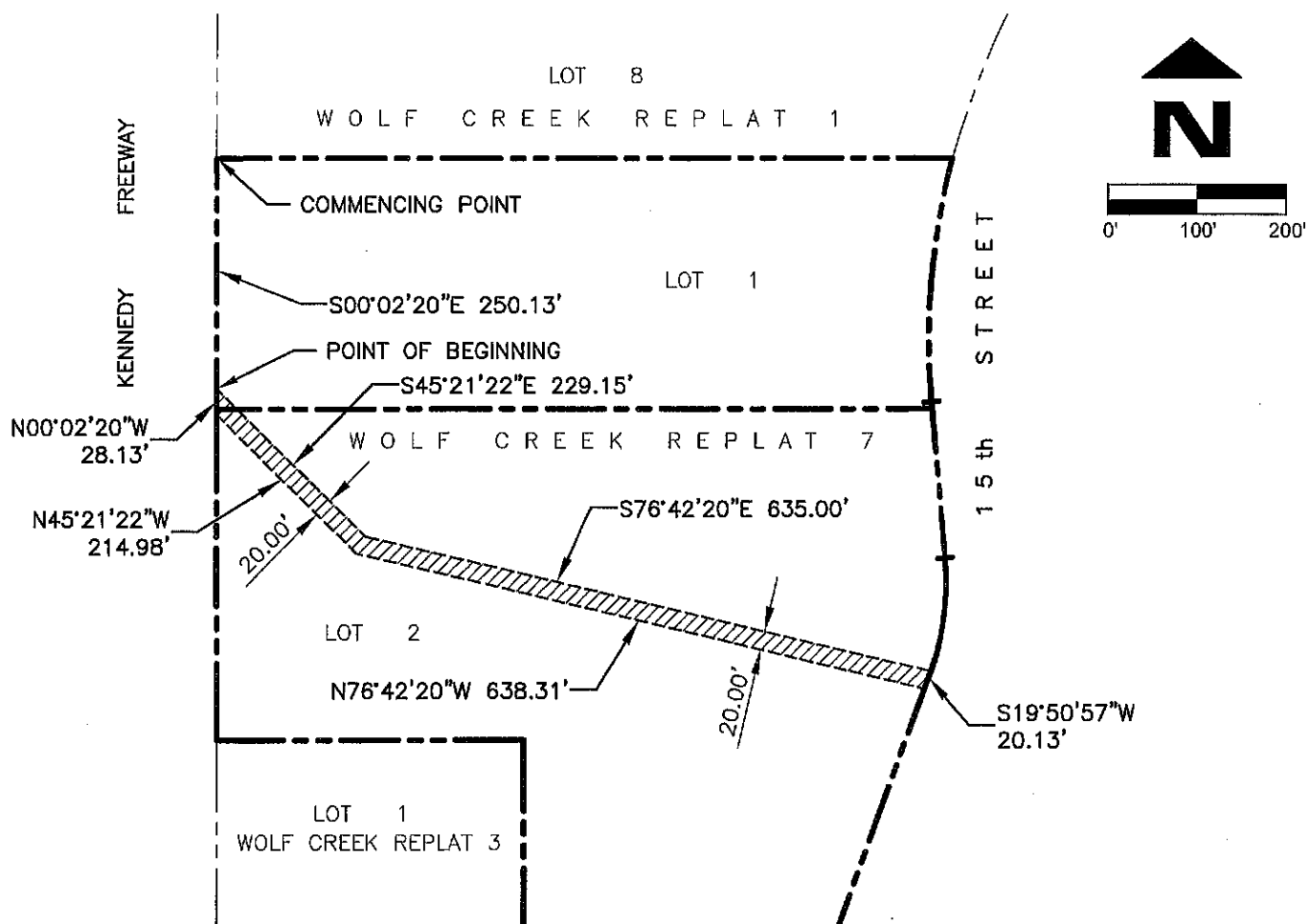
By: 
 Kyle E. Richards, Manager

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

Now on this 15th day of January, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kyle E. Richards, Manager of Hogan Wolf Creek North, LLC, a Nebraska limited liability company, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said entity and who duly acknowledged the execution of the same to be the act and deed of said entity.




 Notary Public



LEGAL DESCRIPTION

A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOTS 1 AND 2, WOLF CREEK REPLAT 7, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE NW CORNER OF SAID LOT 1;

THENCE S00°02'20"E (ASSUMED BEARING) 250.13 FEET ON THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING;

THENCE S45°21'22"E 229.15 FEET;

THENCE S76°42'20"E 635.00 FEET TO A POINT OF CURVE ON THE EAST LINE OF SAID LOT 2;

THENCE S19°50'57"W 20.13 FEET ON THE EAST LINE OF SAID LOT 2;

THENCE N76°42'20"W 638.31 FEET;

THENCE N45°21'22"W 214.98 FEET TO THE WEST LINE OF SAID LOT 2;

THENCE N00°02'20"W 28.13 FEET ON THE WEST LINE OF SAID LOTS 1 AND 2 TO THE POINT OF BEGINNING.



Job Number: 1681-104-EX1
thompson, dreessen & dornier, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: JANUARY 15, 2018
Drawn By: RJR
Reviewed By: DHN
Revision Date:

EXHIBIT "A"

Book
Page

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

7a
2-12-18

COUNCIL MEETING DATE:	1-08-2018	AGENDA ITEM TYPE:
		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 (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Repeal Ordinance #3879 Street Improvement District 2017-1 to 2017-~~6~~4

SYNOPSIS:

On May 08, 2017 City Council Approved Ordinance #3879 creating Street Improvement Districts 2017-1 through 2017-~~6~~4 There were procedural errors on publishing that could potentially make these districts unenforceable if the City were to bond or place special assessments on the property owners.

FISCAL IMPACT:

--

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

Approve Ordinance #3895 repealing Ordinance #3879 Street Improvement District Nos. 2017-1 to 2017-6, inclusive.

BACKGROUND:

The creation of Street Improvement District Nos. 2017-1 to 2017-6 established the districts that would have been improved with sidewalk replacement, curb and gutter, ADA accessible ramps, and all necessary appurtenances. They shall also include curb and gutter replacement, as necessary.

On August 14, 2017 City Council Approved Ordinance #3879 creating Street Improvement Districts 2017-1 through 2017-6. There were procedural errors on publishing that could potentially make these districts unenforceable if the City were to bond or place special assessments on the property owners.

ATTACHMENTS:

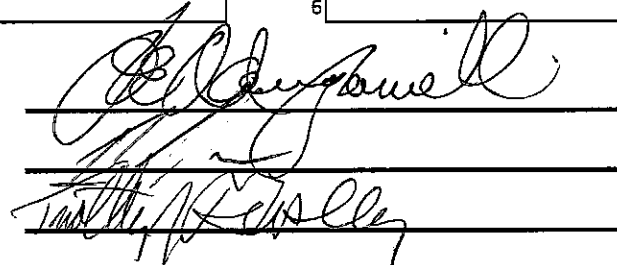
1 Ordinance	4
2	5
3	6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



ORDINANCE RECORD

ORDINANCE NO. 3895

AN ORDINANCE TO REPEAL ORDINANCE NO. 3879, ADOPTED BY THE BELLEVUE CITY COUNCIL ON MAY 8, 2017, CREATING STREET IMPROVEMENT DISTRICT NOS. 2017-1 TO 2017-4 INCLUSIVE IN THE CITY OF BELLEVUE, NEBRASKA.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA as follows;

Section 1. That Ordinance No. 3879, adopted by the Bellevue City Council on May 8, 2017, creating Street Improvement District Nos. 2017-1 to 2017-4 inclusive of the City of Bellevue, Nebraska, is hereby repealed in its entirety.

Section 2. -This ordinance shall become effective after its passage, approval and publication as provided by law.

Adopted by the Mayor and City Council this _____ day of _____ 2018.

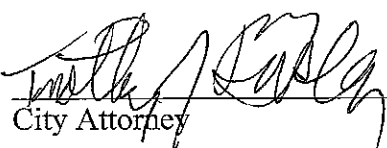
Mayor

ATTEST:

City Clerk

First Reading _____
Second Reading _____
Third Reading _____

APPROVED AS TO FORM:



City Attorney