

## Bellevue City Council Meeting

Monday, March 26, 2018 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION: Pastor Lowell Nelson, Immanuel  
Lutheran Church, 104 Galvin Road North
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, AND ADVISORY  
COMMITTEE REPORTS :
  - a. Approval of Agenda
  - b. Approval of Consent Agenda
    1. \*Approval of the Minutes from the March 12,  
2018, City Council Meeting and the March  
12, 2018, Board of Equalization Meeting
    2. Complete Streets Annual Report
    3. Approval of the Deed of Reconveyance on  
7515 Ira Circle (Finance Director)
    4. Custom Farming Contracts (Finance Director)
      1. Approval of the Eighth Extension to the  
Custom Farming Contract with Justin  
Thoms for the approximately 61 acres  
at 36th Street and Capehart Road
      2. Approval of the Eighth Extension to the  
Custom Farming Contract with Justin  
Thoms for the approximately 62 acres  
at the Bellevue Sports Complex at  
Cunningham Road, West of Harlan Lewis  
Road
    5. Approval of the Retail Services Agreement  
for the annual Maintenance of the AV  
Equipment at the Fire Training Site  
through AVI in the amount of \$5,200 (Fire  
Chief)
6. APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS:
  - a. Proclamation: Designating April 2 - 8, 2018 as  
"National Community Development Week"
  - b. Annual Tree Board Report - Tree Board Member  
David Anson
  - c. Presentation and Acceptance of the 2016-2017  
Annual Audited Financial Statement - Amy  
Shreck, BKD CPAs & Advisors
8. LIQUOR LICENSES: None
9. ORDINANCES FOR ADOPTION (3rd reading):
  - a. Ordinance No. 3889: Relative to the City of  
Bellevue Cemetery's compliance to State  
Statute (Administration/Public Works  
Director/Parks Superintendent)
    1. Resolution No. 2018-11 Adoption of the  
Cemetery Rules

10. ORDINANCES FOR PUBLIC HEARING (2nd reading):

- a. Ordinance No. 3902: Amending the Zoning Ordinance regarding Household Pets (Planning Director)
- b. Ordinance No. 3903: Rezoning Lot 2, Wolf Creek Replat 7, from BG to RG-20-PS, with Site Plan approval, for the purpose of multi-family residential development. Applicant: Wolf Creek Apartments, LLC General Location: South 15th Street, South of Cornhusker Road (Planning Director)

11. ORDINANCES FOR INTRODUCTION (1st reading): None

12. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

- a. Show Cause Hearing on the Proposed Condemnation of the Structure located at 2611 Harrison Street (Chief Building Official)
  - 1. Resolution No. 2018-09: Condemning the structure located at 2611 Harrison Street and Ordering it to be Torn Down and Debris Removed by April 30, 2018
- b. Show Cause Hearing on the Proposed Condemnation of the Structures located at 15006 South 20th Street (Chief Building Official)
  - 1. Resolution No. 2018-10: Condemning the structure located at 15006 South 20th Street and Ordering it to be Torn Down and Debris Removed by April 30, 2018

13. RESOLUTIONS: None

14. CURRENT BUSINESS:

- a. Approval of an Agreement for Engineering Services between the City of Bellevue and HDR Engineering, Inc. for the Quail Creek Basin Capacity Evaluation Project, not to exceed \$10,000 (Public Works Director/Wastewater Operations Manager)
- b. Approval to Purchase All-in-One Computers from Dell in the amount of \$42,903.19 - replacing 23 City Department and 8 Library Lab Computers (Fire Chief)
- c. Approval to Purchase a New Medic Unit from North Central Emergency Vehicles in the amount of \$219,534, a MX-PROR3 Stretcher and Stair PRO Model 6252 from Stryker for \$10,016.42, and Three Inspection Trips totaling \$2,000 for a grand total of \$231,550.42 (Fire Chief)
- d. Approval of the Agreement with the Greater Bellevue Area Chamber of Commerce for Economic Development Consulting Services in the amount of \$12,000 per year (Administration)
- e. Approval of the Agreement with the Sarpy County Economic Development Corporation for Economic Development Consultation Services in the amount of \$15,000 per year



(Administration)

- f. Approval of an Agreement with WatchGuard Video, to purchase Nine In-Car 4RE Video Camera Systems with Body Cameras in the amount of \$60,149.62 WatchGuard is the sole source provider of this equipment and this matches our existing equipment (Acting Police Chief)

15. ADMINISTRATION REPORTS - Comments must be limited to items on the current Reports

16. PUBLIC REQUESTS TO BE HEARD

17. CLOSED SESSION: None

18. ADJOURNMENT

# MINUTE RECORD

\*56.1  
3.26.18

Bellevue City Council Meeting, March 12, 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 12<sup>th</sup> day of March, 2018, at 6:08 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 two public places, the designated method for giving notice, and was also given to the Mayor and all members of the City Council. A copy of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice are hereby attached to these minutes. All proceedings shown hereafter were taken while the convened meeting was open to the public.

## **Pledge of Allegiance and Invocation**

Mayor Sanders led the Pledge of Allegiance. Pastor Elvin Torres, New City Church, currently meeting at Golden Hills SDA, 305 Golden Boulevard 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 Preister, seconded by Moudry, 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 5b.3, Acknowledgement & Authorization for a Settlement of Potential Litigation, be removed from the Consent Agenda and handled after the Claims.

**Motion** was made by Cook, seconded by Moudry, to approve the consent agenda as amended which included approval of the Minutes of the February 27, 2018, meeting and the acknowledgement of receipt of the Minutes from the February 22, 2018, meeting of the Planning Commission. 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 Claims**

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

## **Acknowledgement & Authorization for a Settlement of Potential Litigation**

**Motion** was made by Shannon, seconded by Cook, to open for public hearing.

Council discussion ensued. City Attorney Patrick Sullivan advised this is an employment matter and should be kept confidential. Mr. Shannon called to question.

Roll call vote on the motion was as follows: Shannon, Cook, and Moudry voted yes; voting no: Hansen, Preister, and Burns. Tie vote. Mayor Sanders voted no to break the tie on the grounds this is a personnel matter. Motion failed.

**Motion** was made by Burns, seconded by Preister, for the protection of the public interest and for the prevention of needless injury to the reputation of an individual, to go into Closed Session at 6:30 p.m. to discuss this agreement and the potential litigation which is imminent as evidenced by claims associated with said agreement. Roll call vote on the motion was as follows: Hansen, Shannon, Preister, and Burns voted yes; voting no: Cook and Moudry. Motion carried.

In addition to the Mayor and City Council, the following individuals were included in the Closed Session: Joe Mangiamelli, Patrick Sullivan, Molly Miller, and David Stukenholtz.

**Motion** was made by Preister, seconded by Burns, to return to open session at 6:58 p.m. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

**Motion** was made by Preister, seconded by Burns, to acknowledge and authorize the Settlement Agreement. Roll call vote on the motion was as follows: Hansen, Preister, Burns, and Moudry voted yes; voting no: Cook and Shannon. Motion carried.

## **SPECIAL PRESENTATIONS:**

### **Proclamation: Remembering 2017 as a year of Historic Opportunities in the City and Praising the Public Works Department for their Hard Work, Dedication, and Perseverance**

Mayor Sanders read the proclamation and presented it to Public Works Director Jeff Roberts.

### **Presentation from Felsburg, Holt, & Ullevig on 36th Street: Cornhusker Road to Highway 370**

Kyle A. Anderson and Mark Meisinger with Felsburg, Holt, & Ullevig reported on the progress of the feasibility study being done on this part of 36<sup>th</sup> Street.

# MINUTE RECORD

Bellevue City Council Meeting, March 12, 2018, Page 2

## LIQUOR LICENSES:

### CTMARCO Inc. dba "Pharaoh's Bar and Grill" - Application for a Class "I" Liquor License at 910 Fort Crook Road South and Charles Marco as Manager

The application of CTMARCO Inc., dba "Pharaoh's Bar and Grill," for a Class "I" Liquor License at 910 Fort Crook Road South and Charles Marco as Manager, was presented for Council consideration.

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 the application of CTMARCO Inc., dba "Pharaoh's Bar and Grill," for a Class "I" Liquor License at 910 Fort Crook Road South and Charles Marco as Manager to the Nebraska Liquor Control Commission, 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.

### Approval of Pharaoh's Bar and Grill as a Keno Satellite Location

Mr. John Hassett was present to answer any questions.

**Motion** was made by Cook, seconded by Shannon, to approve the request. 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. 3901: Compensation Ordinance (Third Reading)

Ordinance No. 3901, an ordinance of the City of Bellevue, Nebraska, classifying the employees of the City; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance no. 3828; and providing for an effective date, was read by title only for the third and final reading.

**Motion** was made by Preister, seconded by Burns, that Ordinance No. 3901 be adopted. Mayor Sanders asked "Shall Ordinance No. 3901 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. 3901 passed and adopted.

### Ordinance No. 3902: Amending the Zoning Ordinance regarding Household Pets (First Reading)

Ordinance No. 3902, an ordinance to amend Sections 5.07.04, 5.08.04, 5.09.04, 5.10.04, 5.11.04, 5.12.04, 5.13.04, 5.14.04, and 5.15.04, Ordinance No. 3619, Bellevue Zoning Ordinance, relating to the keeping of household pets; 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 first time and scheduled for public hearing at the Council meeting on March 26, 2018.

### Ordinance No. 3903: Rezoning Lot 2, Wolf Creek Replat 7, from BG to RS-20-PS, with Site Plan approval, for the purpose of multi-family residential development. Applicant: Wolf Creek Apartments, LLC General Location: South 15th Street, South of Cornhusker Road (First Reading)

Ordinance No. 3903, an ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about South 15<sup>th</sup> Street and Cornhusker Road, more particularly described in Section 1 of the ordinance and to provide an effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on March 26, 2018.

## PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

### Public Hearing on the Request from SID 208, Sunrise (Phases III and IV), for Approval to expend \$30,350 for Park Improvements

Mayor Sanders opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the request. No one in the audience came forth to speak in support of or in opposition to the request. Mayor Sanders declared the public hearing closed.

### Resolution No. 2018-08: Approval for SID 208, Sunrise (Phases III and IV), to expend \$30,350 for Construction of specified Park Improvements

**Motion** was made by Preister, seconded by Moudry to approve Resolution No. 2018-08. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, March 12, 2018, Page 3

**Public Hearing on the Final Plat of Lots 1 through 28 and Outlots A through D, Falcon Pointe**  
**Applicant: Charleston Homes General Location: Southwest corner of 48th Street and Capehart**  
**Road**

Mayor Sanders opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the request. No one in the audience came forth to speak in support of or in opposition to the request. Mayor Sanders declared the public hearing closed.

**Motion** was made by Shannon, seconded by Hansen, to approve the final plat. 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 Falcon Pointe Subdivision Agreement**

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

**RESOLUTIONS: None**

**CURRENT BUSINESS:**

**Adoption of the Strategic Planning Report**

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

**Discussion on the Reuse of Champions Baseball Village Property for Redevelopment Purposes**

Lengthy Council discussion.

**Motion** was made by Preister, seconded by Shannon, to authorize the City Administration to compose a plan with a timeline for the property and bring it back to the City Council. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

**Request for Permission to Purchase Two 2018 Chevrolet Colorado trucks for Building Maintenance from Beardmore Chevrolet in the amount not to exceed \$49,000 (\$24,500 each)**

**Motion** was made by Preister, seconded by Shannon, to approve the request.

Council discussion.

Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, and Burns voted yes; voting no: Moudry. Motion carried.

**Amendment No. Two to Agreement for Engineering Services between the City and HDR Engineering Inc. for the Sanitary Sewer Replacement and Force Main Project in the amount of \$15,370**

**Motion** was made by Preister, seconded by Shannon, to approve Amendment No. Two. 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 Proposal from Felsburg, Holt, and Ullevig to develop a Budgetary Number for the establishment of a Railroad Quiet Zone along the UPRR Mainline Corridor in the amount of \$12,000**

**Motion** was made by Burns, seconded by Cook, to approve the proposal.

Council discussion.

Roll call vote on the motion was as follows: Hansen, Cook, Preister, and Burns voted yes; voting no: Shannon and Moudry. Motion carried.

**ADMINISTRATION REPORTS:**

Mayor Sanders asked if there were any questions for Mr. Mangiamelli or any of the Directors on the reports presented. There were no questions.

**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."

# MINUTE RECORD

Bellevue City Council Meeting, March 12, 2018, Page 4

**Mr. Brian Hanson** said he has an issue with vehicle purchasing and the City should be watching it's spending.

**Mrs. Melinda Bailey** stated she is saddened and outraged with what has happened within the Bellevue Police Department. She reviewed the Department's "Core Values" as outlined on their website. She feels there are integrity issues within the City's Administration. There is no transparency or accountability. She thinks Council should demand answers and said they need to reconsider the vote on the settlement agreement.

**Mrs. Stacy Cvitanov** requested Council reconsider the settlement agreement. These funds are to prevent possible litigation, but there has been nothing presented to justify the settlement.

**Mrs. Molly Ducker** stated the private investigator substantiated all of the allegations brought forth by Sgt. Ducker. She also requested the Council reconsider the settlement agreement.

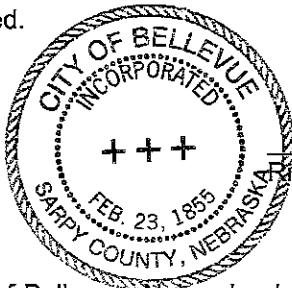
Mayor Sanders asked for additional comments from the public. No one came forward to speak. Mayor Sanders closed the public requests to be heard section of the meeting.

**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 8:08 p.m. the meeting adjourned.

  
Sabrina Ohnmacht, City Clerk



\_\_\_\_\_  
Rita Sanders, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on March 12, 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.

  
City Clerk

# MINUTE RECORD

Bellevue Board of Equalization, March 12, 2018, Page 1

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rita Sanders at the Bellevue City Hall at 5:45 p.m. on the 12<sup>th</sup> day of March, 2018. Present were Council Members John Hansen, Paul Cook, Pat Shannon, Don Preister, and Jim Moudry. Thomas Burns was absent at roll call, arriving at 5:56 p.m.

Notice of this meeting was given in advance thereof by publication in the Bellevue Leader, the designated method for giving notice, and was also given to the Mayor and all members of the Board of Equalization and a copy of the affidavit of publication and the Member'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.

## Open Meetings Act

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

## Public Hearing to Consider the Levy of Liens for Non-Payment of Costs Associated with the Demolition and Removal of a Structure on Properties within the City of Bellevue

Mayor Sanders opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the proposed liens. No one came forward. Mayor Sanders closed the public hearing.

## Resolution No. BOE 2018-01

Motion was made by Shannon, seconded by Moudry, to table the Resolution until the first meeting in July.

Board discussion.

Roll call vote was as follows: Shannon voted yes; Hansen, Cook, Preister, Burns, and Moudry voting no. Motion failed.

Motion was made by Cook, seconded by Preister, to approve Resolution BOE No. 2018-01: Levying Liens on the listed properties for Non-Payment of Costs associated with the Demolition and Removal of a Structure.

<u>Name</u>	<u>Legal Description &amp; Parcel #</u>	<u>Service Address</u>	<u>Amount</u>
Sylvia Jones	Lot 16 Hillside Subdivision 9A -- 010474536	2008 Avery Road	\$10,180.00
9th Street Apartments LLC	Lot 1B1 Butterfields Subdivision -- 010749853	12814 South 9th Street	\$61,651.00
Big John's Car Wash LLC	Lot 8B2 Southdale -- 010750142	12709 South 28th Avenue	\$15,018.00

At 6:00 p.m., Mr. Shannon recused himself from the vote on the Resolution.

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

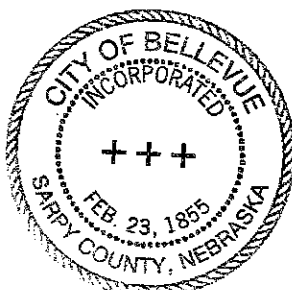
At 6:03 p.m., Mr. Shannon returned to his seat.

## Adjournment

There being no further business to bring before the Board, on motion made by Moudry, seconded by Cook, at 6:03 p.m., the meeting adjourned.

  
Sabrina Ohnmacht, City Clerk

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Rita Sanders, Mayor



\* 56.2  
3.26.18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	March 28, 2018	AGENDA ITEM TYPE:
SUBMITTED BY:  Chris Shewchuk, Planning Director <i>CMS</i>		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input checked="" type="checkbox"/>

SUBJECT:

Complete Streets Annual Report

SYNOPSIS:

The attached report includes activities undertaken by both City staff and the Citizen Complete Streets Advisory Panel to further advance complete streets principles within the city.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

No action is required by the City Council; the report is for informational purposes only.

BACKGROUND:

Ordinance No. 3610, which established the City's Complete Streets Policy, requires an annual report from the City Administrator to the City Council showing the progress made in implementing complete streets.

ATTACHMENTS:

1 Complete Streets Annual Report

2

3

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5

6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with Ordinance No. 3610, the City Administrator is required to provide the City Council with an annual report showing the progress made in implementing complete streets. During 2017, Complete Streets activities were conducted by city staff (Planning and Public Works Departments) and the Citizens Complete Streets Advisory Panel.

City staff activities conducted to further the Complete Streets program include:

- Staff attendance at Citizens Complete Streets Advisory Panel meetings
- Participation in various MAPA committees including the Coordinated Transit Committee and others
- Worked with Metro on reviewing the Route 95 express service
- Continued work on the design of 36<sup>th</sup> Street improvements with final design officially beginning in January 2018.
- Membership on the MAPA Transportation Technical Advisory Committee and attendance at monthly meetings
- American Heroes Park Phase 5 – Construction completed for paving the large parking lot serving the BJSA football fields. Sidewalks were constructed around the lot, up to the 911 Memorial, and to the lake trail. The next phase of construction in mid to late 2018 will include trails from the lake to the north nature trail and a connection to Haworth Park.
- Ashford Hollow North Subdivision – Construction completed for the installation of 5' sidewalk on the north side of Raynor Parkway and a 10' trail on the south side which continues south on 42<sup>nd</sup> Street until it ties into an existing trail.
- Fairview South 2 Subdivision – Construction is continuing. Design includes trail connections in the subdivision.
- Lion's Gate Subdivision – Construction began and is continuing. Design includes trail connection along South 48<sup>th</sup> Street in addition to trails throughout a proposed park area.
- Falcon Pointe Subdivision - preliminary plat includes trail connection along South 48<sup>th</sup> Street in addition to trails throughout a proposed park area.
- Constructed 66 ADA curb ramps during the annual overlay and concrete projects.
- The Street Department constructed 20 ADA curb ramps as part of their routine maintenance work.
- Constructed the sidewalk connection between 21<sup>st</sup> and 23<sup>rd</sup> Streets along the south side of Cornhusker Road.
- Constructed/reconstructed a total of 532 linear feet of sidewalk along Lincoln Road and improved the pedestrian crossing configuration at the intersection of Lincoln Road and Bellevue Boulevard South.
- Constructed approximately 1730 linear feet of sidewalk and 15 ADA curb ramps along High Meadows Lane and along 39<sup>th</sup> Street south of Harrison utilizing CDBG funding.
- Participated in the Traffic Safety Workshop through MAPA
- Continued conversation with Heartland B-cycle regarding Bellevue locations
- Added signage at the intersection of Capehart Road and Scarborough Drive reminding motorists of the pedestrian right-of-way
- Attended meetings regarding the Highway 34/75 bike path and bridge trail



- Attended sessions at a state-wide planning conference regarding complete streets and connectivity in cities

In 2018, it is the intent of City staff to continue working with the Citizen Complete Streets Advisory Panel and others involved in transit planning to implement complete streets principles wherever possible, including road improvement projects and new subdivisions.

Ordinance No. 3610 includes performance measurements to judge the effectiveness the Complete Streets program. These measurements include:

- The miles of bicycle routes created—No new routes were signed in 2017; however, this is an on-going project and new routes will be signed as determined by the CCSAP. In addition, inter-local agreements were approved with the NRD and neighboring jurisdictions regarding the Highway 34/75 bridge trail. This is the first step in providing a bicycle trail connection between Bellevue and Cass County.
- New linear feet of pedestrian accommodation—The Cedar Grove Phase I and Ashford Hollow North subdivisions have installed sidewalks along both sides of streets within these new subdivisions; as infrastructure improvements are installed in Fairview South 2, Liberty, Spring Ridge, Lion's Gate, Belle Lago, and Cedar Grove Phase II, new sidewalks will be installed on all streets. Additionally, the City Council approved sidewalk districts for the city, which is the first step in constructing sidewalks in existing areas of town which are currently lacking them.
- Increase in use of public transportation, bicycling and walking—The total monthly ridership statistics for the Bellevue 95 Express in 2016 and 2017 are attached. Metro saw an overall decline on their Express riderships. The Bellevue 95 Express did see months with increases, and overall fared better than the average ridership of all Metro express routes. Staff will continue to meet with Metro and monitor the performance of the Bellevue Express route.
- The miles of connection added between trails—the Trailside Apartments and Ashford Hollow North subdivision added approximately 2/3 of a mile of trails on Raynor Parkway connecting the existing Raynor Parkway trail (near Twin Creek Cinema) with existing trails along the west branch of the Papio Creek and 48<sup>th</sup> Street. Approximately ¼ mile of trails is being added in the Fairview South subdivision connecting Pilgrim's Landing and Fairview South 2. Approximately ¼ mile of trail will be added along 48<sup>th</sup> Street for the Lion's Gate Subdivision. This will connect to existing trail to the south, adjacent to the Cedar Grove Subdivision.
- The increased efficiency of traffic flow through the use of sophisticated traffic control devices, turn lanes, traffic circles and the leveling or decrease of transportation-related accidents—the Public Works Department continues to make improvements in the

vicinity of Cornhusker Road, Highway 75, and 15<sup>th</sup> Street to increase the efficiency of traffic flow in this area with the addition of a right-turn lane from Cornhusker to northbound Highway 75 and completion of the Kennedy Freeway on and off ramps at Cornhusker Road.

The activities of the Citizens Complete Streets Advisory Panel follow. The report includes a summary of accomplishments and available meeting minutes. The Committee meets quarterly.



## ***Bellevue Citizen Complete Streets Advisory Panel (CCSAP) 2017 Report***

As required by Bellevue Complete Streets Ordinance 3160, this report is made by the CCSAP to be a part of the annual City Administrators required report.

***Our CCSAP mission:*** To provide that transportation improvements are planned, designed, and constructed to encourage walking, bicycling and transit use while promoting safe and efficient operation for all users.

CCSAP Accomplishments for 2017 include:

- Continued conducting CCSAP work meetings with recorded and posted minutes. Available minutes are attached.
  - Initiated and coordinated bike lane safety marking discussions with Offutt AFB on roads for military.
  - Compiled and submitted the 2017 CCSAP Report to the City Council.
  - Provided feedback on the Live Well Omaha commuter bicycle map update.
  - Participated in discussions with the Papio-Missouri River NRD regarding the proposed locations of fix-it stations along the Keystone Trail.
  - Participated in discussions with Heartland B-cycle regarding potential Bellevue locations.
- CCSAP members performed 80 hours of professional service:
- Total year contribution of labor is \$1,931
  - Total cumulative contributions value is \$36,495

CCSAP volunteers:

Donna Dostal, Public Transportation  
John Perrin, Safety  
Lisa Pietsch, Education  
Tara Baumgartner, Safety  
Mike Wagster, Offutt Liaison, Safety

Supported by:

Don Preister, Councilman  
Tammi Palm, Land Use Planner  
Jeff Roberts, Public Works Director  
Dean Dunn, Public Works Engineering Manager

**Citizen Complete Streets Advisory Panel Meeting**  
**March 15, 2017**

The CCSAP held a regular meeting at the Planning Department conference room at 4:00 p.m. on March 15, 2017. Present were John Perrin, Lisa Pietsch, Tara Baumgartner, Mike Wagster, Lynn Rollins, City Administrator Joe Mangiamelli, and Land Use Planner Tammi Palm.

Tim Millard was present to discuss a concern he had regarding access from the Marv Holubar Trail to the Keystone Trail. Mr. Millard mentioned a cyclist has to go on 36<sup>th</sup> Street and use the bridge over the Papio Creek. He stated the roadway narrows considerably on the bridge and this is a dangerous situation. Discussion about current conditions ensued. City Administrator Magiamelli indicated there has been discussions regarding a Capital Improvement Plan between the city and Sarpy County to widen and improve 36<sup>th</sup> Street between Highway 370 and Cornhusker Road. He mentioned this is an item which would be addressed as part of this process. CCSAP did place Share the Road signs in the area a couple of years ago to remind drivers to be aware of cyclists in the area. Millard also mentioned the City of Omaha has an app which will allow citizens to report unsafe areas or advise of maintenance issues. Tammi Palm mentioned the Public Works Department is presently working with Sarpy County GIS on software which has a similar capability.

Lisa Pietsch initiated discussion regarding the fix-it station the Papio-Missouri River NRD plans to install near the Culver's trailhead. She had spoken to Eric Williams (NRD) in regards to possible placement of the fix-it station and where it would be most convenient. There was also discussion regarding the placement of a bench near the fix-it station.

The group discussed the trail signage near the Culver's trailhead. The plexiglass on the existing sign is weathered and worn, making the information difficult to see. Lisa mentioned she had spoken to Eric Williams (NRD) about ownership of the signs. There was discussion the signs may have been erected or purchased by the Rotary Club. Tammi stated she would follow-up with Eric Williams regarding ownership. Several members commented the bicycle club or other organization would be interested in replacing the worn plexiglass if they were granted permission to do so.

Tara Baumgartner stated she had concerns with the lack of sidewalks and crosswalks near Bellevue University. She mentioned she frequently sees students and others crossing Galvin Road or walking along Harvell Drive without the proper infrastructure, making this area unsafe for pedestrians. Tammi stated she would follow up with the Public Works Department. She mentioned this is the time of year striping starts, so it would be a good time to visit the issue of crosswalks. City Administrator Mangiamelli indicated it is important to keep these issues on the city's radar so we can keep them in budget and planning discussions. Tim Millard mentioned ModeShift Omaha is developing an assessment tool for Safer Road Crossings, and indicated it may be beneficial for Bellevue to work with them.

The group thanked Lynn Rollins for his years of service on CCSAP. Lynn's term expires next month. John Perrin will be requesting to take his place. Tammi indicated she would request acknowledgement of Mr. Perrin's nomination on the March 27, 2017 City Council agenda. She requested Mr. Perrin email her with his intent to be appointed. Tammi stated there is still an opening on the CCSAP, so if any members know of someone interested, to have them contact her.

The group agreed to meet again in May, and continue meeting the second Wednesday at 4:00 p.m.

Meeting adjourned at 4:35 p.m.

Tammi Palm  
Land Use Planner

## Citizen Complete Streets Advisory Committee

May 10, 2017 4:00 p.m. regular meeting

In attendance: Lisa Pietsch, John Perrin, Tammi Palm (Planning), and Dean Dunn (Public Works)

Public Works Engineering Manager Dean Dunn was in attendance to provide a summary of current street projects and answer questions from the panel. The recent amendment to the sidewalk provisions of the Subdivision Regulations was discussed. John indicated the new 5' minimum requirement was a victory for complete streets. The new standard was discussed. Dean and Tammi commented this standard has been applied to some of our newly platted subdivisions through the Subdivision Agreement process. These subdivisions include: Fairview South 2, Liberty, and Lions Gate.

Dean provided an update to the 36<sup>th</sup> Street widening project. Construction is set to begin in 2019. The first phase (Bline Avenue to Sheridan Road) is projected to take two construction seasons, with the second phase of the project (Sheridan Road to Platteview Road) projected to take two construction seasons also. The project will include a 10' wide trail along the west side of 36<sup>th</sup> Street, with a 5' wide sidewalk along the east side of the road.

Dean discussed some of the overlay projects which will be going on this summer. He indicated there is also a sidewalk project for northwest Bellevue near Gilder Elementary School. Dean stated sidewalks will be constructed along High Meadows Lane from 42<sup>nd</sup> Street through the neighborhood to Gilder Elementary. Tammi mentioned this is good timing, as OPS is making some upgrades to Gilder and doing an addition to the school. One of the items the school is addressing is their drop off and pick up configuration on the property. They are reconfiguring the northern end of the property so as to make a safer situation for parents and students which are coming and going.

Tammi brought up the discussion of crosswalks near Bellevue University. In March, Tara had initiated discussion as to this topic since she's noticed many students trying to cross Galvin Road and Harvell Drive to get to shopping areas near the university. This situation and Tara's email were discussed with Dean. Dean indicated mid-block crossing would be a safety hazard. He mentioned the geometric layout of the Galvin Road/Harvell Drive intersection does not lend itself to a safe crosswalk. He utilized the GIS map to show the group the specific engineering obstacles. Dean stated there are no effective crossing opportunities and timing would be an issue. He mentioned pavement markings and/or signage at this intersection would provide pedestrians with a false sense of security. Dean stated he has been working with Bellevue University to find alternate crossings and safe routes for students to the surrounding neighborhoods. These routes were discussed. Dean indicated the Public Works Department will continue to look for solutions to this problem in future projects.

The American Heroes Park area was discussed. Dean summarized the work which has been done already at the park, to include the trails. He stated this summer the parking lot area will be

paved. Dean mentioned a connection south to Haworth Park is planned. There was discussion regarding a bicycle learning area for possibly Haworth Park. Lisa and John described a vision which includes a small area with a track where children could learn to ride safely and responsibly. Haworth Park was being discussed in the bicycle community as an appropriate area due to the space which is there and the proximity to the trails.

The committee members thanked Dean for his attendance and information.

Lisa provided an update to the kiosk repair and possible port-o-potty placement at the Culver's trailhead. As far as the kiosk repair, she indicated funding may be available from Kiewit. This is being pursued. Logistics of the port-o-potty near the Culver's trailhead was discussed. John mentioned the city is constructing permanent bathroom facilities at Banner Park. He suggested perhaps the city could move this port-o-potty to the Culver's location once they were no longer needed at Banner Park. Discussion also followed regarding communication with the NRD as well as the city in regards to placement and permission.

Next meeting will be July 12, 2017 at 4:00 p.m. at the Planning Department Conference Room.

## **CCSAP Meeting Minutes**

### **July 12, 2017**

The Citizen Complete Streets Advisory Panel held a regular meeting on Wednesday July 12, 2017 at 3:45 p.m. in the Planning Department conference room. Present were members John Perrin and Tara Baumgartner. Tammi Palm, Planning Department, was also present.

Lisa Pietsch had brought forth items for discussion in a previous email. Tammi went through the items with those present:

1) There was discussion regarding the intersection of Capehart Road and Scarborough Drive. Lisa mentioned this intersection has walk signals which conflict with green lights. Thus, creating a situation where cars are in the intersection at the same time pedestrians and cyclists are trying to cross. She inquired if signage could be placed to remind motorists to yield to pedestrians. Tammi reported she had discussed this with the Public Works Department. They had agreed to place signage in the intersection by the end of the week. It was discussed that motorists should be yielding to pedestrians no matter what; however, signage may be a good reminder of that. John mentioned the intersection of 10<sup>th</sup> Street and Cornhusker Road is similar, and signage may be a good idea there as well. Tammi stated she would discuss with Public Works.

2) Conversation was had regarding a possible B Cycle location and the fix-it station near the Culver's trailhead. Tammi provided a history of these items for the panel members. She mentioned she had contact with Eric Williams at the NRD back in October 2016 regarding placement of the fix-it station, but had not heard back from him since that time. Tammi stated Ben Turner of Heartland B Cycle had contacted her at the beginning of the year regarding B Cycle Dash, which would be a cheaper option. Tammi told Ben we were interested and requested more information, but has not heard from him in recent months. She said she would contact him and request a meeting with city staff and panel members to get more information on B Cycle Dash.

Tara expressed concerns with lack of sidewalks along Bellevue Boulevard. She indicated this area is unsafe to walk in as a result. She inquired as to whether or not the city could fund sidewalk installation. Tammi indicated the Public Works Department is currently in the process of forming sidewalk districts throughout the city so this can be accomplished (is currently on the City Council agenda for approval). The concept of sidewalk districts was discussed. John mentioned it would not be a good idea for the city to fund sidewalks, as that is typically the responsibility of the homeowner. If the city funded some sidewalks but not all, that would be seen as problematic by homeowners which had paid for their sidewalk installation.

Tara mentioned the idea of allowing panel members to participate via conference call. She said this would be a convenient way for panel members to be a part of the meeting if they were unable to attend in person. Tammi stated this was possible. She indicated she would need to know in advance if a panel member wanted to participate via phone so the appropriate accommodations could be made.

Next meeting: September 13 at 3:45 p.m.



## **CCSAP Meeting Minutes**

### **September 13, 2017**

The Citizen Complete Streets Advisory Panel held a regular meeting on Wednesday September 13, 2017 at 3:45 p.m. in the Planning Department conference room. Present was member John Perrin. Tammi Palm, Planning Department, was also present.

Tammi and John discussed the meeting with B Cycle. Last month, Ben Turner from Heartland B Cycle presented information regarding the new B Cycle Dash product to interested CCSAP members and City Administrator Joe Mangiamelli. B Cycle Dash is much more cost-effective than traditional B Cycle. The Dash product would also provide more flexibility in location. Tammi indicated she had a conversation with Joe Mangiamelli regarding funding. He indicated this is something the city could look at the possibility of funding with the next budget cycle. Unfortunately, the 2017-18 FY budget has already been completed. Tammi indicated she believed NRD grant funding was again a possibility if the city could provide a match. B Cycle Dash would be approximately one-fourth of the cost of the traditional B Cycle bikes and equipment.

Discussion occurred regarding the proposed Highway 75/34 bike trail. John and Tammi both attended the information meeting in Bellevue last month spearheaded by Julie Harris. The purpose of the meeting was to organize support for the project as public hearings occur throughout the local level in Sarpy and Cass Counties.

Tammi mentioned the Daniell Trail is closed through the Two Springs development. The city recently published a plan/timeline for cleanup of the area from last summer's storms.

Lisa had mentioned via email the CCSAP website fee is due. Last year the Bellevue Bicycle Club paid the approximately \$20 annual fee. Lisa was once again going to see if this was something BBC would fund. John inquired about the website and its content. It was agreed the group should have a discussion regarding this. Tammi stated the website is a great tool to reach the community.

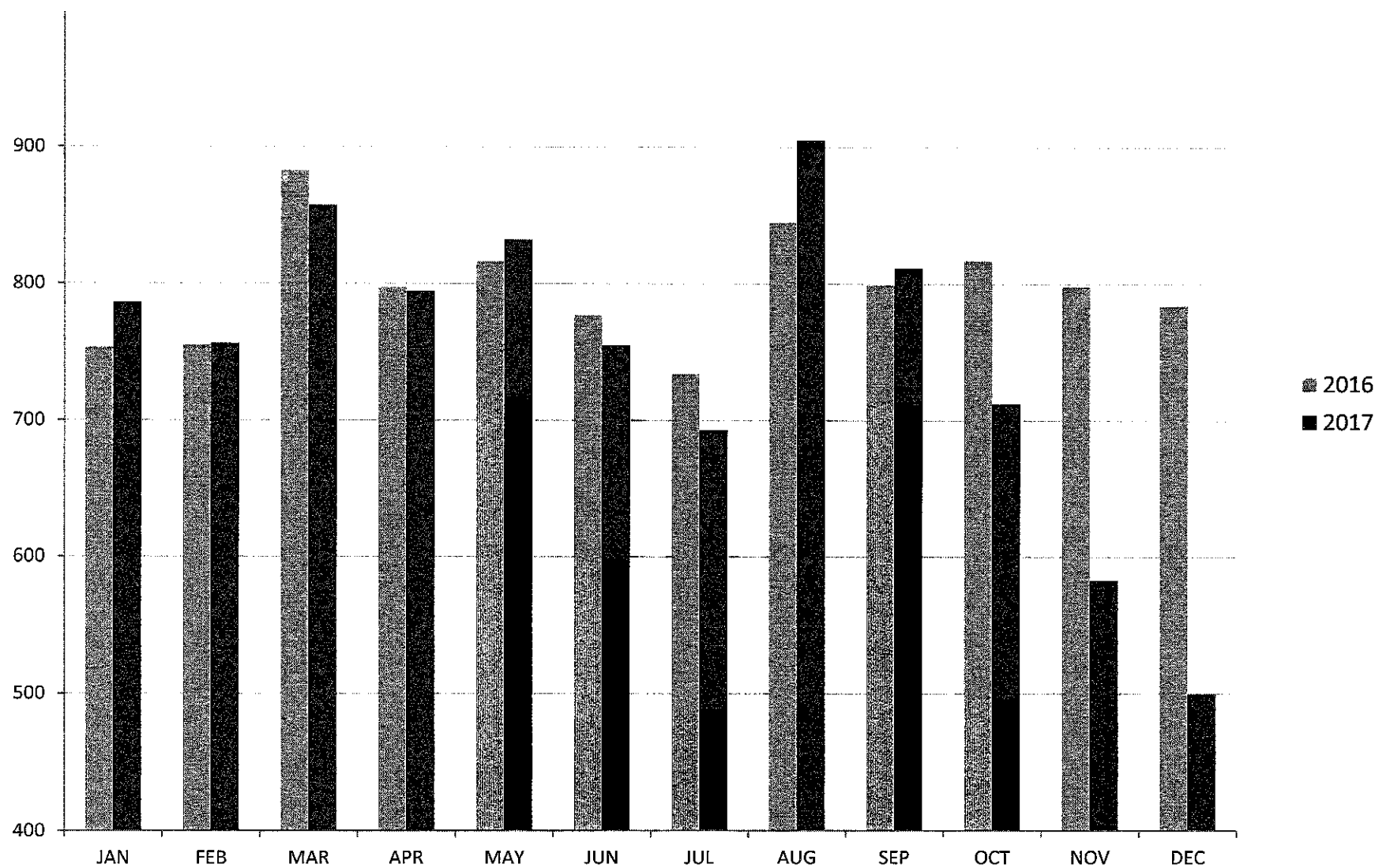
Next meeting: November 8, 2017 at 3:45 p.m.

95 Express Avg Ridership	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2016	38	36	38	38	39	35	37	37	38	39	38	36	449
2017	36	38	37	40	36	34	35	39	41	32	28	25	421
% Change	-5.3%	5.6%	-2.6%	5.3%	-7.7%	-2.9%	-5.4%	5.4%	7.9%	-17.9%	-26.3%	-30.6%	-6.2%

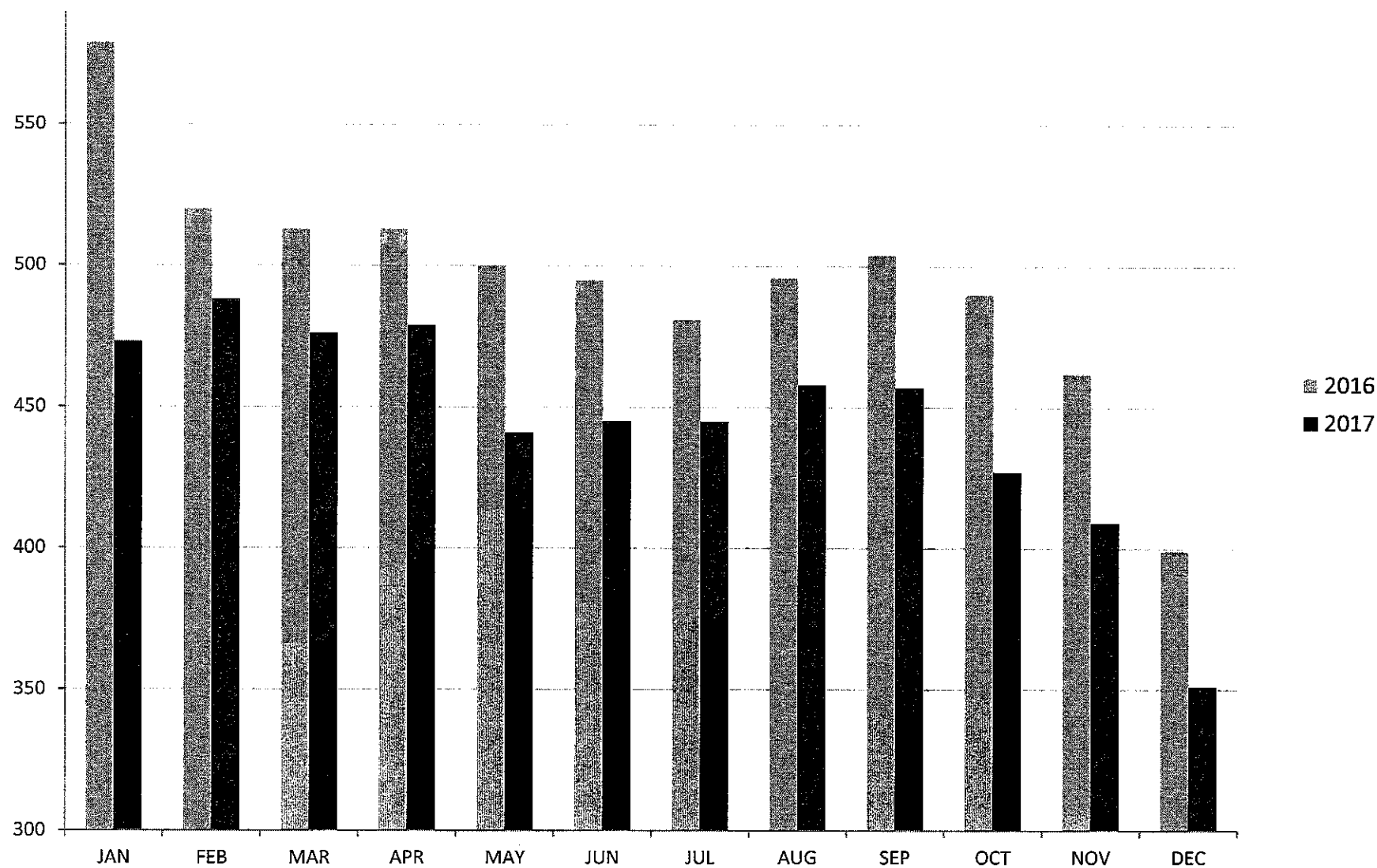
95 Express Total Ridership	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2016	753	755	883	797	816	777	734	845	799	817	798	784	9,558
2017	786	756	857	794	832	755	693	905	811	712	583	500	8,984
% Change	4.4%	0.1%	-2.9%	-0.4%	2.0%	-2.8%	-5.6%	7.1%	1.5%	-12.9%	-26.9%	-36.2%	-6.0%

All Express Avg Ridership	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2016	579	520	513	513	500	495	481	496	504	490	462	399	5,952
2017	473	488	476	479	441	445	445	458	457	427	409	351	5,349
% Change	-18.3%	-6.2%	-7.2%	-6.6%	-11.8%	-10.1%	-7.5%	-7.7%	-9.3%	-12.9%	-11.5%	-12.0%	-10.1%

## Bellevue Express - Total Monthly Ridership



## All Express Routes - Average Weekday Ridership



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\* 56.2  
3-26-18

COUNCIL MEETING DATE:	3/26/18	AGENDA ITEM TYPE:	
SUBMITTED BY:  Rich 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 documents to release the CDBG Housing Rehabilitation Deed of Trust at 7515 Ira Circle

SYNOPSIS:

On January 17, 2008, the City of Bellevue executed a Deed of Trust on the property at 7515 Ira Circle to secure a CDBG Housing Rehabilitation Loan in the amount of \$21,122.00 made to Jessie Blankenship. The owner has sold the property. The Deed of Reconveyance will be filed at Sarpy County Register of Deeds Office following receipt of loan payoff and approval.

FISCAL IMPACT:

The City will receive the payoff amount for the loan which is \$3,589.46

BUDGETED ITEM: ☐ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☒ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

The loan repayment will be place in the CDBG Housing Reuse Fund for use on future housing projects.

PROJECT NAME, CALENDAR AND CODING:

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

RECOMMENDATION:

Approve the Deed of Reconveyance.

BACKGROUND:

As part of the CDBG Housing Rehabilitation Assistance Program, the City of Bellevue filed a Deed of Trust with Sarpy County for rehabilitation work completed on the property owned by Jesse Blankenship at 7515 Ira Circle.

The property owner has sold the house. As part of the loan agreement, the owner will pay the remaining balance of the loan, \$3,589.46. Upon receipt of the repayment amount, the Deed of Reconveyance will be filed to release the City's Deed of Trust that was filed with Sarpy County.

ATTACHMENTS:

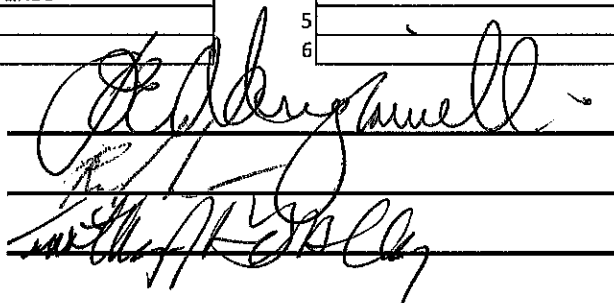
1	Deed of Reconveyance	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



REQUEST TO RECONVEY

TO: Patrick J. Sullivan, Successor Trustee,

You are hereby requested to execute a Deed of Reconveyance to Jessie Blankenship, a single person, for the reason that payment in full has been made on the note secured by the Deed of Trust recorded the 17<sup>th</sup> day of January, 2008, as Instrument No. 2008-02136 of the Mortgage Records of Sarpy County, Nebraska.

Dated this \_\_\_\_ day of March 2018

City of Bellevue, Nebraska

By:

\_\_\_\_\_  
Rita Sanders, Mayor

STATE OF NEBRASKA

)

)

COUNTY OF SARPY

)

On this \_\_\_\_ day of March , 2018, before me, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Rita Sanders, Mayor of the City of Bellevue, Nebraska, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of the City.

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

\_\_\_\_\_  
Notary Public

### DEED OF RECONVEYANCE

WHEREAS, the undersigned Successor Trustee, Patrick J. Sullivan, Attorney at Law and member of the Nebraska State Bar Association, of 1246 Golden Gate Drive, Suite 1, Papillion, County of Sarpy, State of Nebraska, as Successor Trustee under the Deed of Trust executed by Jessie Blankenship, a single person, Trustor, in which City of Bellevue, Nebraska, was named as Beneficiary, and recorded on January 17, 2008, as Instrument No. 2008-02136 of the Mortgage Records of the Register of Deeds of Sarpy County, Nebraska, has received from, the City of Bellevue, Nebraska, Beneficiary thereunder, a written Request to Reconvey, reciting that all sums secured by such Deed of Trust have been fully paid and that such Deed of Trust and the Note secured thereby have been surrendered to the undersigned, as Trustee, for cancellation;

NOW THEREFORE, in accordance with such request and the provisions of such Deed of Trust, the undersigned, as Trustee, does hereby reconvey, without warranty, to the person or persons entitled thereto, namely Jessie Blankenship, a single person, the estate now held by the Trustee thereunder, to-wit:

**Lot 76, Chandler Hills, An Addition to the City of Bellevue, as surveyed, platted, and recorded in Sarpy County, Nebraska.**

IN WITNESS WHEREOF the undersigned has executed this Deed of Reconveyance at Papillion, Nebraska, on March \_\_\_, 2018.

---

Patrick J. Sullivan, Successor Trustee

\*56.4.1  
3.26.18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	03/26/2018	AGENDA ITEM TYPE:
SUBMITTED BY:  Finance Director/City Attorney	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:

Extension of Capehart Custom Farming Contract for 2018

SYNOPSIS:

This agenda item provides for an Eighth Extension to the Contract with Justin Thoms for Custom Farming to plant and harvest soybeans on the approximately 61 acres at 36th and Capehart Road in an amount not to exceed \$15,159.51 (\$13,781.37 plus 10% contingency). The number of tillable acres continues to decline as the city puts the land to its intended use.

FISCAL IMPACT:

The net farming income estimate of \$16,000 will help defray holding costs of the land.

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-23-4225 Revenues  
10-23-6525 Expenditures

RECOMMENDATION:

Approve the Eighth Extension to the Contract with Justin Thoms for Custom Farming approximately 61 acres at 36th and Capehart Road in an amount not to exceed \$15,159.51 and to waive Council Policy 4 requiring solicitation of bids for goods and services costing more than \$10,000.

BACKGROUND:

The City has been producing net revenues from the properties while it continues to sell and plan development of the sites. The city owns land that is held for future economic development and amenities for residents such as parks and recreation. An income stream can be achieved during the incubation period by custom farming the land. The contractor has been an excellent steward of the land.

ATTACHMENTS:

- 1 Eighth Extension-61 Acres
- 2 Bid for Capehart Farm 61 Acres
- 3

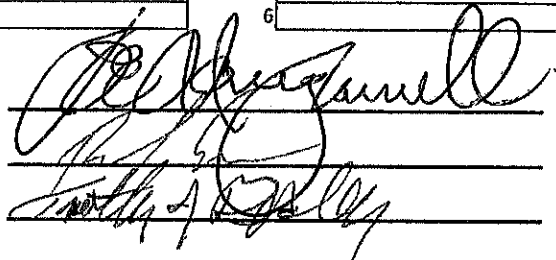
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SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





### **Eighth Extension to the Contract**

This Custom Farming Contract for the Capehart Farm property located at 36<sup>th</sup> and Capehart Road, Bellevue, Nebraska, originally dated April 8, 2009, and extended on February 12, 2010, and further extended on February 14, 2011, on January 23, 2012, on November 26, 2012, on February 10, 2014, on March 9, 2015, on March 14, 2016, and on March 13, 2017, shall be further extended from January 1, 2018, to December 31, 2018, at the rates and charges specified on the attached Attachment "A", which is hereby made a part of this contract.

DATED this \_\_\_\_\_ day of March 2018.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

CUSTOM OPERATOR

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(if corporation, partnership or LLC)

The bids below are given with the rough estimate of 61 acres of Soybeans for the Capehart farm. 03/12/2018

Operation	Unit	Rate	Total Billed	Notes
Spring/Fall field prep/maintenance; Push back and trim fallen trees Repairing water erosion Field cultivating rough areas	Hr	\$100.00	\$300	This is the amount not to exceed.
Fertilizer & application. (\$36 +\$7app)	Acre	\$43	\$2,623.00	150lbs MAP – Crop removal Rate
Soybean Seed – (\$38 seed+\$17.5 app)	Acre	\$55.50	\$3,385.50	Roundup Ready 1
Pre-emerge Soybean herbicide application of 7.5oz Verdict, 2oz Zidua, 1pt of Glyphosate, 12oz of 2-4-D/6 (\$30 + \$6.75 app)	Acre	\$36.75	\$2,241.75	This is needed to get the Roundup resistant Mairstail, Morning glory.
Post spraying of Soybeans; Flexstar GT 3.5pt, Select max 9oz, Roundup 1pt, aditives (\$24.17 + \$6.75 app)	Acre	\$30.92	\$1,886.12	Roundup is no longer effective primary form of weed control, Flexstar GT is now the primary herbicide and roundup is a secondary.
Combine	Acre	\$34	\$2,074.00	
Hauling to local elevators (estimated 150bu/acre for corn, 50bu/acre for soybeans)	Bu	\$.22	\$671.00	
Mowing of waterways and the 9 acres along 40 <sup>th</sup> street once in the summer.	Hr	\$100	\$600	
		<b>Estimated TOTAL:</b>	<b>\$13,781.37</b>	

Any additional spraying for Aphids, Rust, etc will be the cost of the chemical plus \$6.50 application

Contact Justin Thoms at 402-658-1929 with any questions.

- Is 61 acres correct for the current tillable acres? Last year was bid at 70 acres, after the construction silt fence was installed some acres were lost. I only billed last year for the amount of ground my equipment showed. My planter and sprayer showed about 65 acres and the combine showed 61. I believe that 61 acres is the correct amount since my combine is usually the most accurate.

- Are items in this table meant to cover his costs or does it also include some profit? What does the original agreement say about splitting the price received for selling the soybeans. What share does he receive vs. the city? Expected revenue (given the 50 bushels per acre estimate and a price for soybeans of \$10.50/bushel) would be \$32,025 dollars. Subtracting the NTE cost of \$15,159.51 would give a net income of \$16,865.49. The bid provided is for the expenses to grow the crop and maintain the ground. The City gets 100% of the sale of the soybeans and retains 100% control and 100% of the risk. There is no splitting of the sale of the soybeans. The bid is for the expenses and services.

#56.4.2  
3.26.18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	03/26/2018	AGENDA ITEM TYPE:
SUBMITTED BY:  Finance Director/City Attorney	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:

Extension of Bellevue Sports Complex Custom Farming Contract for 2018

SYNOPSIS:

This agenda item provides for an Eighth Extension to the Contract with Justin Thoms for Custom Farming to plant and harvest soybeans on the approximately 62 acres at the Bellevue Sports Complex at Cunningham Road, west of Harlan Lewis Road, and in an amount not to exceed \$14,511.79 (\$13,192.54 plus 10% contingency).

FISCAL IMPACT:

The net farming income estimate of \$18,000 will help defray holding costs of the land.

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-23-4225 Revenues  
10-23-6525 Expenditures

RECOMMENDATION:

Approve the Eighth Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres at the Bellevue Sports Complex in an amount not to exceed \$14,511.79 and to waive Council Policy 4 requiring solicitation of bids for goods and services costing more than \$10,000.

BACKGROUND:

The City has been producing net revenues from the properties while it continues to sell and plan development of the sites. The city owns land that is held for future economic development and amenities for residents such as parks and recreation. An income stream can be achieved during the incubation period by custom farming the land. The contractor has been an excellent steward of the land.

ATTACHMENTS:

- 1 Eighth Extension-62 Acres
- 2 Bids for Sports Complex 62 Acres
- 3

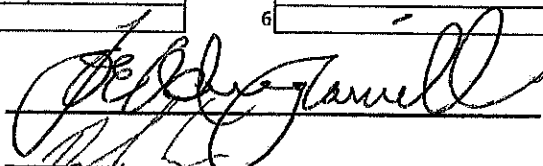
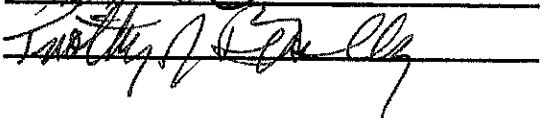
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SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

### **Eighth Extension to the Contract**

This Custom Farming Contract for the 62 acre parcel located at the Bellevue Sports Complex, Bellevue, Nebraska, originally dated February 12, 2010, and extended on February 14, 2011, and further extended on January 23, 2012, on November 26, 2012, on February 10, 2014, on March 9, 2015, on March 14, 2016, and on February 13, 2017, shall be further extended from January 1, 2018, to December 31, 2018, at the rates and charges specified on the attached Attachment "A", which is hereby made a part of this contract.

DATED this \_\_\_\_\_ day of March 2018.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

CUSTOM OPERATOR

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(if corporation, partnership or LLC)

The bids below are given with the rough estimate of 62 acres of Soybeans located at the Bellevue Sports Complex. 03/12/2018

Operation	Unit	Rate	Total Billed	Notes
Spring/Fall field prep/maintenance; Push back and trim fallen trees Repairing water erosion Field cultivating rough areas	Hr	\$100.00	\$100	This is the amount not to exceed.
Fertilizer & application. (\$36 +\$7 app)	Acre	\$43.00	\$2,666.00	150lbs MAP – Crop removal Rate
Soybean Seed – (\$38 seed+\$17.5 app)	Acre	\$55.50	\$3,441.00	
Pre-emerge Soybean herbicide application of 7.5oz Verdict, 2oz Zidua, 1pt of Glyphosate, 12oz of 2-4-D/6 (\$30 + \$6.75 app)	Acre	\$36.75	\$2,278.50	This is needed to get the Roundup resistant Mairstail, Morning glory, and waterhemp.
Post spraying of Soybeans; Flexstar GT 3.5pt, Select max 9oz, Roundup 1pt, adtitives (\$24.17 + \$6.75 app)	Acre	\$30.92	\$1,917.04	Roundup is no longer effective primary form of weed control, Flexstar GT is now the primary herbicide and roundup is a secondary.
Combine	Acre	\$34	\$2,108.00	
Hauling to local elevators (estimated 150bu/acre for corn, 50bu/acre for soybeans)	Bu	\$.22	\$682	
Mowing of waterways	Hr	\$100	\$0	None at this farm
		<b>Estimated TOTAL:</b>	<b>\$13,192.54</b>	

Any additional spraying for Aphids, Rust, etc will be the cost of the chemical plus \$6.50 application

Contact Justin Thoms at 402-658-1929 with any questions.

- Are items in this table meant to cover his costs or does it also include some profit? What does the original agreement say about splitting the price received for selling the soybeans. What share does he receive vs. the city? Expected revenue (given the 50 bushels per acre estimate and a price for soybeans of \$10.50/bushel) would be \$32,550.00 dollars. Subtracting the NTE cost of \$14,511.79 (\$13,192.54 plus 10% contingency) would give a net income of \$18,038.21. The bid provided is for the expenses to grow the crop and maintain the ground. The City gets 100% of the sale of the soybeans and retains 100% control and 100% of the risk. There is no splitting of the sale of the soybeans. The bid is for the expenses and services.

\* 56.5  
3.26.18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	3/26/2018	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:

Maintenance agreement for AV equipment at the Training Site

SYNOPSIS:

This agreement services all the projectors and audio equipment at the Training Site

FISCAL IMPACT:

Budgeted Item \$5,200.00

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approve agreement

BACKGROUND:

There is no increase in price from last year and we divide the total and pay ~~per~~ quarterly.

ATTACHMENTS:

1	Retail Service Agreement
2	
3	

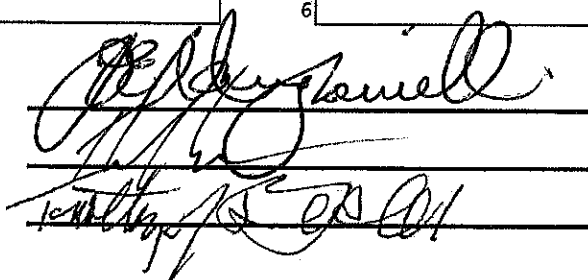
4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



# Retail Sales Agreement



AVI Systems Inc., 5055 S 111th St Omaha, NE, 68137-2339 | Phone: (402)593-6500, Fax: (402)593-8500

Proposal Number: 864937  
Prepared For: Bellevue Fire Department  
Attn: Steve Betts

Proposal Date: March 04, 2018  
**Bellevue Fire - Pro Support Renewal**  
Support Coverage Dates : 5/1/2018 - 4/30/2019  
**NOTE** - Support to be invoiced quarterly.

Prepared By: Guy Sauer  
Phone: (402)384-4569  
Email: guy.sauer@avisystems.com

## BILL TO

Attn: Steve Betts  
Bellevue Fire Department  
City Of Bellevue 211 W. 22nd Avenue  
Bellevue, NE, 68005  
Phone: (402)293-3153  
Email: sbetts@bellevue.net  
Customer Number: 1146

## SITE

Attn: Steve Betts  
Bellevue Fire Department  
City Of Bellevue 211 W. 22nd Avenue  
BELLEVUE, NE, 68005  
Phone: (402)293-3153  
Email: sbetts@bellevue.net

## COMMENTS

Support Coverage Dates : 5/1/2018 - 4/30/2019  
**NOTE** - Support to be invoiced quarterly.

## PRODUCTS AND SERVICES SUMMARY

Equipment	\$0.00
Integration	\$0.00
PRO Support	\$5,200.00
Shipping & Handling	\$0.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$5,200.00</b>

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

## INVOICING AND PAYMENT TERMS

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Customer and AVI have agreed on the payment method of CASH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems  
NW8393 PO Box 1450  
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

## TAXES AND DELIVERY

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Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

## AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

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Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](http://www.avisystems.com/AVITermsOfSale.pdf) (which can be found at [www.avisystems.com/AVITermsOfSale.pdf](http://www.avisystems.com/AVITermsOfSale.pdf)) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

## AGREED AND ACCEPTED BY

---

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**AVI Systems, Inc.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

## SERVICES TO BE PROVIDED

### INTEGRATION SERVICES

#### INTEGRATION SCOPE OF WORK

##### A. SUMMARY – PRO SUPPORT COVERAGE FOR THREE TRAINING ROOMS

#### Equipment list

Model Number	Equipment Description	Serial Number	Equipment Type
PTD4000U	Projector	SH8230109	Video - Projector
KX-DP603	PTZ Camera	TBD1	Video - Camera
KX-DP603	PTZ Camera	TBD2	Video - Camera
PANJA	8" Wireless Touch Panel	TBD3	Control - Touch Panel
PMD305	Marantz Cassette/CD player	NA3	Video - Broadcast Product
XV-S45	DVD Player	NA4	Video - Broadcast Product
VHS	S-VHS Player	NA5	Video - Broadcast Product
HV5000-XG	Document Camera	TBD5	Video - Camera
SM680	SmartBoard - wall mounted	TBD6	Interactive Whiteboard
Screen	In-Ceiling electric Screen	NA6	Video - Projection Screen
PCS2	Power Current Sensor	NA7	Control - Infrastructure
ST6000	TV tuner	NA8	Video - Switch, Router, Proc
P/2 DA1	VGA Distribution Amp	TBD7	Audio - Conf, Dist, DSP, Mic

P/2 DA1	VGA Distribution Amp	TBD8	Audio - Conf, Dist, DSP, Mic
PGF310X	Projector	707911419	Video - Projector
Screen	In-Ceiling electric Screen	NA9	Video - Projection Screen
XV-S45	DVD Player	NA10	Video - Broadcast Product
VHS	S-VHS Player	NA11	Video - Broadcast Product
KX-DP603	PTZ Camera	TBD9	Video - Camera
PCS2	Power Current Sensor	NA12	Control - Infrastructure
P/2 DA1	VGA Distribution Amp/Line Driver	TBD10	Audio - Conf, Dist, DSP, Mic
P/2 DA1	VGA Distribution Amp/Line Driver	TBD11	Audio - Conf, Dist, DSP, Mic
PANJA	5" Touch Panel	TBD12	Control - Touch Panel
XGF315X	Projector	801912393	Video - Projector
Screen	In-Ceiling electric Screen	NA13	Video - Projection Screen
XV-S45	DVD Player	NA14	Video - Broadcast Product
VHS	S-VHS Player	NA15	Video - Broadcast Product
KX-DP603	PTZ Camera	TBD13	Video - Camera
PCS2	Power Current Sensor	NA16	Control - Infrastructure
P/2 DA1	VGA Distribution Amp/Line Driver	TBD14	Audio - Conf, Dist, DSP, Mic
P/2 DA1	VGA Distribution Amp/Line Driver	TBD15	Audio - Conf, Dist, DSP, Mic
PANJA	5" Touch Panel	TBD16	Control - Touch Panel
PG-C45X	Projector	TBD17	Video - Projector
DVD-V3650	DVD/VCR Player	NA17	Video - Broadcast Product
MA-606	EV Mixer/Amplifier	TBD18	Audio - Amp or Speaker
P/2 DA1	VGA Distribution Amp/Line Driver	TBD19	Audio - Conf, Dist, DSP, Mic



P/2 DA1	VGA Distribution Amp/Line Driver	TBD20	Audio - Conf, Dist, DSP, Mic
APD4	EV Antenna Distribution Unit	NA18	Audio - Conf, Dist, DSP, Mic
MR3000	EV Wireless Receiver	NA19	Audio - Conf, Dist, DSP, Mic
MR3000	EV Wireless Receiver	NA20	Audio - Conf, Dist, DSP, Mic
MR3000	EV Wireless Receiver	NA21	Audio - Conf, Dist, DSP, Mic
MR3000	EV Wireless Receiver	NA22	Audio - Conf, Dist, DSP, Mic
ST6000	Marantz TV Tuner	NA23	Video - Switch, Router, Proc
SM-820	FBX Feedback Suppressor	NA24	Audio - Conf, Dist, DSP, Mic
SM-820	FBX Feedback Suppressor	NA25	Audio - Conf, Dist, DSP, Mic
SM-820	FBX Feedback Suppressor	NA26	Audio - Conf, Dist, DSP, Mic
AXB-TCR	AMX Television Controller	NA27	Control - Infrastructure
PT3	Protocol Translator	NA28	Control - Infrastructure
MediaPro 384DP	Video Conference Station	TBD21	Video Conf - Infrastructure
PR-1208 PreciS	Video Router	TBD22	Video - Switch, Router, Proc
PR-1208 PreciS	RGBHV Router	TBD23	Video - Switch, Router, Proc
DVS150	Video Scaler	TBD24	Video - Switch, Router, Proc
DVS150	Video Scaler	TBD25	Video - Switch, Router, Proc
PCS2	Power Current Sensor	NA29	Video - Switch, Router, Proc
Axcent3	Panja controller	NA30	Control - Infrastructure
AXB-VOL3	Volume Controller	NA31	Audio - Conf, Dist, DSP, Mic
AM16/12	Matrix mixer - audio	TBD26	Audio - Conf, Dist, DSP, Mic
A-903MK2	Mixer/Amp	TBD27	Audio - Conf, Dist, DSP, Mic
A-903MK2	Mixer/Amp	TBD28	Audio - Conf, Dist, DSP, Mic
A-903MK2	Mixer/Amp	TBD29	Audio - Conf, Dist, DSP, Mic
ST-MX3	Audio Mixer	TBD30	Audio - Conf, Dist, DSP, Mic

ST-MX3	Audio Mixer	TBD31	Audio - Conf, Dist, DSP, Mic	
ST-MX3	Audio Mixer	TBD32	Audio - Conf, Dist, DSP, Mic	
ST-MX3	Audio Mixer	TBD33	Audio - Conf, Dist, DSP, Mic	
ST-PD5	Power Distributor - Linear	NA32	Control - Infrastructure	
Smart 1500	Universal Power Supply	NA33	Control - Infrastructure	
EW135G3-A	SENNHEISER WIRELESS		Audio - Conf, Dist, DSP, Mic	
EW112G3-B	SENNHEISER WIRELESS LAVALIER		Audio - Conf, Dist, DSP, Mic	
EW112G3-B	SENNHEISER WIRELESS LAVALIER		Audio - Conf, Dist, DSP, Mic	
EW112G3-B	SENNHEISER WIRELESS LAVALIER		Audio - Conf, Dist, DSP, Mic	
GA3	SENNHEISER GA3 RACK MOUNT		Rack or Mount	
GA3	SENNHEISER GA3 RACK MOUNT		Rack or Mount	
GA3	SENNHEISER GA3 RACK MOUNT		Rack or Mount	
GA3	SENNHEISER GA3 RACK MOUNT		Rack or Mount	
DMPS-300-C	DigitalMedia™ Presentation System 300		Switcher/Controller	qnty 3
TPMC-9-B	Isys® 9 Tilt Touch Screen, Black Smooth; includes TPS-6X-IMCW & PW-2407WU		Touch panel	qnty 3
DM-RMC-100-C	DigitalMedia 8G+™ Receiver & Room Controller 100		Digital Media Receiver	qnty 3
DM-MD6X4	6x4 DigitalMedia™ Distribution Center		Digital Media Router	qnty 1
PW-4818DU	48V Power Pack for PoDM		Power Supply	qnty 3
Nexia TC	8 wide-band TrueSound™ AEC inputs, 2 mic/line inputs, 4 mic/line outputs & Codec Interface. DSP for teleconferencing applications.		Audio mixer/processor	qnty 3
FG515	AC-RK, ACCESSORY RACKMOUNT KI		Rack mount HW	qnty 1
FG2105-90	NI-900, NETLINX INTEGRATED CON		AMX interface	qnty 11
5-8	8 SPACE (14") READY-TO-ASSEMBLE RACK FRAME, 20" DEEP		8 rack space equipment rack	qnty 3

SUA750RMI1U	APC Smart-UPS 750VA USB RM 1U	UPS	qnty 3
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## SYSTEM SUPPORT

### SYSTEM SUPPORT SERVICES TO BE PROVIDED

#### System Recertification

- Provides services to perform two on-site scheduled recertification sessions per year using AVI Systems' "System Recertification Checklist and Record". Tentative month of 1st Recert visit: [Month] Tentative month of 2nd Recert visit: [Month]

#### Training

- Provides unlimited on-site operator training to assure any new and/or existing system users understand the system functionality.

#### Asset Tracking

- Provides informational management of the system's individual electronic components
- Provides reporting of description, model, serial numbers, in-service dates, and physical location

#### Systems Support

- Provides Priority Support by phone (within 2 business hour response time on 5x9 basis)
- Provides Priority Support onsite (within 8 business hour response time on a 5x9 basis, Mon – Fri / 8am – 5pm local time) to perform troubleshooting to localize and diagnose faults where the onsite location is within 60 miles of an AVI Systems Service Center
- Provides repair or replacement of faulty equipment - excluding Obsolete Equipment (defined below)
- Provides materials and repair parts - excluding Consumables (defined below)
- Provides Software Updates
- Provides Loaner Equipment including table top projectors and flat screen monitors under 50"
- Provides for recycling of equipment covered in a system or consumables with no additional fees
- Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

### SYSTEM SUPPORT DEFINITIONS

**System** – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables and Obsolete Equipment.

**Priority Support** – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work and will be provided within 2 hour or 8 hour response times as indicated within the Agreement.

**Recertification** – Means AVI Systems personnel performing the necessary cleaning, adjustments, functional tests, and replacement of parts to keep the equipment in good and efficient operating condition. Any repairs or operating instructions will be done at this time.

**Remote Diagnostics** – Means a service whereby remote calls made to communications and terminal equipment via Customer provided analog line or IP connection to determine network and/or board-level failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

**Consumables** – Means parts such as recording media, batteries, projection lamps and diskettes. Consumables are parts that are not included under this Agreement.

**Obsolete Equipment** – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

**Loaner Equipment** – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

**Software Updates** – Defined as revisions of existing software which provide maintenance to correct software errors and are provided at no charge by the manufacturer. Software and features which require additional licensing are not included under this Agreement.

## SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

## PRODUCTS AND SERVICES DETAIL

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### PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement – 3 training rooms Support Coverage Dates : 5/1/2018 - 4/30/2019 <b>NOTE</b> - Support to be invoiced quarterly.	1.0000	\$5,200.00	\$5,200.00

### AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

**1. Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.

**2. Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

**3. Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are

provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI's know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal Regulations.

**4. Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

**5. Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

**6. Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI.

**7. Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

**8. Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

**9. Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

**10. General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

**11. Indemnification** – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

**12. Remedies** – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.



**13. Limitation of Remedies for Equipment** – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

**14. Limitation on Liability** – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

**15. No Consequential Damages** – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

**16. Acceleration of Obligations and Default** – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

**17. Choice of Law, Venue and Attorney's Fees** – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

**18. General** – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

**19. Confidentiality**. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

**20. Nonsolicitation** - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

**21. Price Quotations and Time to Install** – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to



give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

**22. Price Quotations** – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

# MINUTE RECORD

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## CLAIMS FOR MARCH 26, 2018

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### MAYOR

BELLEVUE CHAMBER OF COMMERCE	LEGISLATIVE RECEPTION	50.00
CENTURY LINK	MONTHLY SERVICE-2018-2-22	28.87
SUBMARINE BIRTHDAY BALL	HEARTLAND OF AMERICA BIRTHDAY BALL	80.00
US BANK VOYAGER FLEET SYSTEMS	US BANK/VOYAGER FUEL	266.81
		<hr/>
		\$ 425.68

### CITY ADMINISTRATOR

GREATER BELLEVUE AREA CHAMBER OF COMMERCE	MEMBERSHIP RENEWAL	450.00
CENTURY LINK	MONTHLY SERVICE-2018-2-22	168.97
LEAGUE OF NEBRASKA MUNICIPALITIES	LEAGUE LUNCHEES-BLOOD, CRAWFORD	50.00
U.S. CELLULAR	MONTHLY SERVICE	132.06
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		\$ 801.03

### CITY COUNCIL

DON PREISTER	REIMBURSE FOR INTERNET AND MAPA SUMMIT	128.55
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		\$ 128.55

### LEGAL

ADAMS & SULLIVAN, PC	RETAINER-FEB 2018	5,850.00
ADAMS & SULLIVAN, PC	COB VS BPOA, FOP #59	4,288.35
ADAMS & SULLIVAN, PC	COB VS DIEGO	206.25
ADAMS & SULLIVAN, PC	COB - EMPLOYEE 2017-102	1,676.80
ADAMS & SULLIVAN, PC	COB - EMPLOYEE 2017-104	206.25
ADAMS & SULLIVAN, PC	COB - EMPLOYMENT MATTERS	495.00
ADAMS & SULLIVAN, PC	COB - LITIGATION MATTERS	82.50
ADAMS & SULLIVAN, PC	COB - REDEVELOPMENT PROJECT	528.00
ADAMS & SULLIVAN, PC	COB VS ABBOTT AND BPOA	783.75
ADAMS & SULLIVAN, PC	COB - BPOA AND EMPLOYEE 201	3,552.50
ADAMS & SULLIVAN, PC	COB - EMPLOYEE 2017-101	1,320.00
ADAMS & SULLIVAN, PC	COB - EMPLOYEE 2017-103	503.75
ADAMS & SULLIVAN, PC	COB - EMPLOYEE 2018-105	453.75
ADAMS & SULLIVAN, PC	COB - EMPLOYEE 2018-106	41.25
MARK A KLINKER	RETAINER-MAR 2018	500.00
WOODS & AITKEN, LLP	LEGAL SERVICES-FEB 2018	6,022.82
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		\$ 26,510.97

### CABLE ADVISORY

U.S. CELLULAR	MONTHLY SERVICE	66.02
CENTURY LINK	MONTHLY SERVICE-2018-2-22	130.48
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		\$ 196.50

### CITY CLERK

INDOFF	OFFICE SUPPLIES	28.40
CENTURY LINK	MONTHLY SERVICE-2018-2-22	140.10
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		\$ 168.50

# MINUTE RECORD

## CLAIMS FOR MARCH 26, 2018

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### FINANCE/RISK MANAGEMENT/SAFETY

BELLEVUE PRINTING COMPANY	GENERAL RECEIPTS BOOKS	698.40
AMAZON.COM, LLC	OFFICE SUPPLIES	35.26
CENTURY LINK	MONTHLY SERVICE-2018-2-22	255.11
HANEY SHOE STORE	SAFETY BOOTS-J HAMBY	191.99
INDOFF	CREDIT-STORAGE BOXES	(71.48)
NATIONAL SAFETY COUNCIL	MEMBERSHIP RENEWAL-J JENNINGS	395.00
THE CURE	FIRST AID SUPPLIES	172.07
U.S. CELLULAR	MONTHLY SERVICE	66.02
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		1,742.37

### LIBRARY

CENGAGE LEARNING, INC	BOOKS	348.68
AMAZON.COM, LLC	OFFICE SUPPLIES	522.79
CENTURY LINK	MONTHLY SERVICE-2018-2-22	96.23
DILLONS CUSTOMER CHARGES	SUPPLIES	41.48
INGRAM LIBRARY SERVICES	BOOKS	3,512.30
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	141.22
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	17.16
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-3-08	116.79
NEOFUNDS BY NEOPOST	POSTAGE METER REFILL	700.00
OCLC INC	ONLINE CATALOGING	1,261.16
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-23	1,731.75
RECORDED BOOKS	AUDIO BOOKS	112.60
RUFF WATERS	AQUARIUM MANAGEMENT	65.00
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		\$ 8,667.16

### ADMINISTRATIVE SERVICES

ALEGENT HEALTH OHS/EAP	FTFF PHYSICAL SCREENS	190.00
AMAZON.COM, LLC	OFFICE SUPPLIES	28.60
CENTURY LINK	MONTHLY SERVICE-2018-2-22	255.57
EXCEL PHYSICAL THERAPY	FTFF PHYSICAL SCREEN	50.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	78.00
J P COOKE COMPANY	NAME PLATE	22.50
MAX I WALKER	UNIFORM PURCHASE-J HULL	287.56
OMAHA WORLD HERALD CO	LEGAL AD	9.84
ONE SOURCE	BACKGROUND CHECKS	44.00
U.S. CELLULAR	MONTHLY SERVICE	72.78
US BANK VOYAGER FLEET SYSTEMS	US BANK/VOYAGER FUEL	1,962.84
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		\$ 3,001.69

### PUBLIC WORKS

INDOFF	OFFICE SUPPLIES	301.47
CENTURY LINK	MONTHLY SERVICE-2018-2-22	115.48
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-3-08	8.82
NEBRASKA IOWA SUPPLY CO	FUEL	8,653.99
NEUMAN EQUIPMENT COMPANY	REPLACE POWER RESET SWITCH	108.00
SARPY CO REGISTER OF DEEDS	RECORDING FEE-WAIVER	10.00
US BANK VOYAGER FLEET SYSTEMS	US BANK/VOYAGER FUEL	61.55
U.S. CELLULAR	MONTHLY SERVICE	609.19
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		\$ 9,868.50

# MINUTE RECORD

## CLAIMS FOR MARCH 26, 2018

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### PARKS

A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	664.00
AMERICAN FENCE STORE	GALVANIZED TUBING	49.54
CAMPGROUND AUTOMATION SYSTEMS	ONLINE RESERVATIONS-CAMPGROUND	550.00
CARROTHERS CONSTRUCTION CO, LLC	SWIMMING POOL RENOVATION-CASCIO	201,014.10
CENTURY LINK	MONTHLY SERVICE-2018-2-22	86.61
DXP ENTERPRISES, INC	DISPOSABLE GLOVES	31.22
EQUIPMENT TECHNOLOGIES, INC	FORD F550 BOOM TRUCK	64,163.60
GALVIN GLASS	SKID STEER WINDOW	100.60
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	85.47
MENARDS	GARAGE DOOR REMOTE, PAINT SUPPLIES	171.83
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-3-12	972.78
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-23	3,736.11
OMAHA PUBLIC POWER DISTRICT	DAMAGED CABLE-PAYNE DR	254.60
U.S. CELLULAR	MONTHLY SERVICE	206.34
US BANK VOYAGER FLEET SYSTEMS	US BANK/VOYAGER FUEL	2,317.98
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	26.84
WESTLAKE ACE HARDWARE	UTILITY LOCK, HOSE	48.48
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		\$ 274,480.10

### RECREATION

BPS/LIED CENTER	MEN'S LEAGUE ENTRY FEE	600.00
CENTURY LINK	MONTHLY SERVICE-2018-2-22	125.10
DILLONS CUSTOMER CHARGES	CONCESSION SUPPLIES	39.80
INDOFF	OFFICE SUPPLIES	39.30
LUIS SANCHEZ	REFUND GRADUATION PARTY DEPOSIT	350.00
MITY-LITE, INC	WALNUT TABLES	293.83
NEB DEPT OF HEALTH & HUMAN SERVICES	SWIMMING POOL PERMIT	40.00
U.S. CELLULAR	MONTHLY SERVICE	50.25
US BANK VOYAGER FLEET SYSTEMS	US BANK/VOYAGER FUEL	23.15
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		\$ 1,561.43

### BUILDING MAINTENANCE

APOLLO REFRIGERATION & HEATING	CHANGE FILTERS	194.00
ATLAS COPCO COMPRESSORS, LLC	AIR FILTER, FILTERS	25.90
BELLEVUE VACUUM	VACUUM BAGS	39.95
BIG RED LOCKSMITHS	KEYS	10.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES	93.11
CENTURY LINK	MONTHLY SERVICE-2018-2-22	9.62
CONTINENTAL FIRE SPRINKLER CO	ANNUAL TESTING OF BACKFLOW	125.00
CONTROL MANAGEMENT	FIELD CONTROLLER REPLACEMENT	11,604.00
ECHO GROUP, INC	CLAMP METER	165.90
HILLYARD	JANITORIAL SUPPLIES	128.12
IDEAL PURE WATER COMPANY	BOTTLED WATER	19.50
JACKSON SERVICES, INC	DOOR MATS SERVICE	204.88
MAX I WALKER	UNIFORM PURCHASE-G ZIMMER	293.89
MENARDS	INDOOR CORD, MAGNET, LED, COMPACT REFRIGERATOR, GYPSUM, BATTERIES, SUPPLIES	385.41
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METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-3-12	818.54
OMAHA DOOR & WINDOW COMPANY	STEEL PARTITIONS FOR BATHROOMS	1,808.96
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-23	1,544.26
OVERHEAD DOOR COMPANY	REPAIR FLEET GARAGE DOOR	270.50

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## CLAIMS FOR MARCH 26, 2018

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### BUILDING MAINTENANCE (cont'd)

S & W FENCE COMPANY	REPAIR DAMAGE KEYPAD AND POST	1,200.00
SUPPLYWORKS	JANITORIAL SUPPLIES, VACUUM CLEANER	1,439.09
TRICO MECHANICAL SERVICES	AC MAINTENANCE-BAE	795.49
U.S. CELLULAR	MONTHLY SERVICE	24.26
WESTLAKE ACE HARDWARE	PULLEY, PEST CONTROL, BATTERIES	48.45
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		\$ 21,248.83

### CEMETERY

NEBRASKA CEMETERY ASSOCIATION	RENEW MEMBERSHIP-T ADDISON	40.00
CENTURY LINK	MONTHLY SERVICE-2018-2-22	9.62
METROPOLITAN UTILITIES DIST	MONTHLYSERVICE-2018-3-08	89.57
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-23	1,117.04
U.S. CELLULAR	MONTHLY SERVICE	50.25
US BANK VOYAGER FLEET SYSTEMS	US BANK/VOYAGER FUEL	83.10
WESTLAKE ACE HARDWARE	CABLE, TAPE MEASURE, CHARGER	32.97
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		\$ 1,422.55

### STREETS

ASPHALT & CONCRETE MATERIALS	ASPHALT	1,566.49
AMAZON.COM, LLC	HVAC KIT	202.96
CENTRAL SALT	DE-ICING SALT	13,209.50
CENTURY LINK	MONTHLY SERVICE-2018-2-22	86.61
IDEAL PURE WATER COMPANY	BOTTLED WATER	35.00
IMSA	MEMBERSHIP RENEWAL-B RIGGS	270.00
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	6,778.61
MAX I WALKER	UNIFORM PURCHASES- MULTIPLE EMP	5,003.90
MD SOLUTIONS, INC	BRACKET, CHANNEL POSTS	342.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-3-07	1,006.63
MOBOTREX	LED BALLS	1,844.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-23	3,274.32
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET SERVICE-2018-2-25	76,392.25
READY MIXED CONCRETE COMPANY	CONCRETE	2,068.01
U.S. CELLULAR	MONTHLY SERVICE	229.91
US BANK VOYAGER FLEET SYSTEMS	US BANK/VOYAGER FUEL	7,969.45
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	26.84
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		\$ 120,306.48

### FLEET MAINTENANCE

911 CUSTOM, LLC	LED LIGHTS, REFLECTOR ASSY, EMERGENCY LIGHTS	3,807.00
AA WHEEL & TRUCK SUPPLY, INC	CRANK ASSY	12.73
ALLIED ELECTRONICS, INC	ELECTRICAL SUPPLIES	76.82
ALLIED OIL & TIRE COMPANY	ANTIFREEZE, OIL	2,977.45
APACHE CAMPER CENTER	VENT DOME-PO123	77.27
AUTO VALUE PARTS - SOUTH OMAHA	AUTO POLY V-BELT, PARTS, OIL	244.43
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	1,904.73
BAUM HYDRAULICS CORP	PARTS, BEARINGS, WIPERS	256.00
BAXTER CHRYSLER DODGE JEEP	OIL SWITCH, HEATER HOSES, SEAT CUSHIONS, VALVE, LUBRICANT, RADIATOR	565.10
BAXTER CHRYSLER DODGE JEEP RAM	LUBRICANT, TIRE MODULE	189.83
BAXTER FORD	RESERVOIR	286.84
BEARDMORE CHEVROLET	SEALS, HOSES	12.58

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## CLAIMS FOR MARCH 26, 2018

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### FLEET MAINTENANCE (cont'd)

CAPE TRUCK ACCESSORIES	FLOOR MATS	218.00
CENTURY LINK	MONTHLY SERVICE-2018-2-22	67.36
CORNHUSKER INTERNATIONAL TRUCKS	FAN CLUTCHES, SENSOR, CARTRIDGES	3,795.75
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-FEB 2018	6,776.89
CROSS-DILLON TIRE	TIRES, TIRE REPAIR	1,060.50
CUMMINS CENTRAL POWER	FILTERS	73.72
EDWARDS CHEVROLET-CADILLAC	HARNESS, GASKETS, SEALS	211.06
EDWARDS NISSAN KIA	TIRES SENSOR UNITS, KEY MASTER	131.32
FACTORY MOTOR PARTS CO	WIRE ASSEMBLY, OIL, BRAKE LINING, THERMOSAT, SENSOR, PARTS	955.19
FARM PLAN	REAR RECEIVER HITCH	121.99
FORCE AMERICA, INC	PILOT VALVE CONTROL	278.74
GCR TIRES & SERVICE	TIRES	665.22
HOSE & HANDLING, INC	RETURN HOSE FOR ST62	39.40
INTERSTATE BATTERIES	BATTERIES	764.99
J & J SMALL ENGINE SERVICE	SEAL GREASE, CASTER, AIR FILTER	83.66
JACKS UNIFORMS & EQUIPMENT	CODE 3 FLASHER	58.66
JEBRO, INC	SERVICE FEE FOR USED OIL DISPOSAL	68.40
JIM HAWK TRUCK TRAILERS	AIR BRAKE TUBING, CARTRIDGE, BRAKLEEN, DRUM, CLEVIS ASSY	937.50
KIMBALL MIDWEST	BRAIDED SPLIT LOOM	162.69
KRIHA FLUID POWER CO	FITTINGS, COUPLERS	470.92
LINE X OF OMAHA	BED LINER-REC 5	410.00
LIONS AUTOMOTIVE, I NC	REPAIR FRONT CUSHION-PA573	285.00
MATHESON TRI-GAS INC	WELDING SUPPLIES	206.04
MAX I WALKER	UNIFORM PURCHASE-MULTI EMP	978.21
MENARDS	OUTDOOR RUG, GALV NIPPLES, BRASS VALVE, SUPPLIES	132.64
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-3-07	118.92
NAPA AUTO PARTS	FITTINGS, FILTERS, WIRE, FUSES, PARTS	2,461.16
NEBRASKA ENVIRONMENTAL PRODUCTS	WASHER NOZZLE	54.61
NEBRASKA IOWA INDUSTRIAL FASTENERS	PLOW BOLTS, LOCK NUTS, DRILL BITS, TERMINALS, HEAT SHRINK, PARTS	2,274.15
NMC EXCHANGE LLC	WIPER ARM FOR PA403	69.47
NORTHERN TOOL & EQUIPMENT	GLASS BEAD SAND FOR SAND BLASTER	30.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-23	1,334.26
O'REILLY AUTOMOTIVE PARTS	MINI BULBS, BATTERIES	179.85
P&M HARDWARE	FILTERS, SEAL, CASTER KIT	752.33
POWERPLAN	BREATHERS, FILTERS	731.80
QUALITY TIRES, INC	MOWER TIRE	30.95
ROGER'S TOWING	TOW CHARGE	80.00
SERVICE EXPRESS CO	HOOR METER	52.06
SPARTAN MOTORS USA, INC	COOLANT LEVEL SENSOR	101.26
SWAN ENGINEERING	TARP TIES	21.60
TDV DISTRIBUTING	CHAIN LUBE	198.00
TERMINAL SUPPLY CO	SECONDARY LOCKS, PLUG CONNECTORS	207.99
TITAN MACHINERY	PARTS FOR PA554	2,058.62
TOOL SHED	IMPACT SOCKET, CUTOFF WHEEL	192.31
TOYNE, INC	DOOR AJAR LIGHT	130.82

# MINUTE RECORD

## CLAIMS FOR MARCH 26, 2018

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### FLEET MAINTENANCE (cont'd)

TURFWERKS	PARTS FOR PA410	402.45
U.S. CELLULAR	MONTHLY SERVICE	69.86
US BANK VOYAGER FLEET SYSTEMS	US BANK/VOYAGER FUEL	281.27
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	154.80
WINTER EQUIPMENT COMPANY, INC	PLOW MARKERS	621.22
WOODHOUSE FORD SOUTH	JUMPER, LIGHT FOR LICENSE PLATE HOLDER, CLIPS, FUEL PUMP ASSY	1,218.63
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		\$ 43,193.02

### SOLID WASTE

MARIA GOMEZ	REIMB FOR DUPLICATE TRASH PAMENTS	398.13
WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEES-FEB 2018	153,698.69
		<hr/>
		\$ 154,096.82

### PLANNING

CHRISTOPHER SHEWCHUK	REIMB TRAINING EXPENSES	234.45
CENTURY LINK	MONTHLY SERVICE-2018-2-22	28.87
INDOFF	OFFICE SUPPLIES	41.24
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-3-08	7.98
NEBRASKA PLANNING & ZONING	RENEW MEMBERSHIP-2018, CONFERENCE	335.00
OMAHA WORLD HERALD CO	LEGAL AD	17.22
TAMMI PALM	REIMB TRAINING EXPENSES	234.45
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		\$ 899.21

### PERMITS & INSPECTIONS

MAX I WALKER	UNIFORM PURCHASE- MINCER, SCHROEDER	587.09
CENTURY LINK	MONTHLY SERVICE-2018-2-22	48.12
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-3-08	10.64
U.S. CELLULAR	MONTHLY SERVICE	201.59
US BANK VOYAGER FLEET SYSTEMS	US BANK/VOYAGER FUEL	595.28
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		\$ 1,442.72

### POLICE/CODE ENFORCEMENT

CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-FEB 2018	3,035.41
AMAZON.COM, LLC	DEFENSE TARGETS, FACE MASKS	347.84
CENTURY LINK	MONTHLY SERVICE-2018-2-22	913.75
CULLIGAN OF OMAHA	BOTTLED WATER	457.80
DILLON BROTHERS H-D BUELL	3-WAY KEY CAP, BRAKE PAD, FRONT SKIRT, FRONT TIRE	723.30
DON'S PIONEER UNIFORMS	TACTICAL VEST	659.97
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-MAR 2018	649.99
FEDERAL EXPRESS CORPORATION	FEDEX GROUND SERVICES	56.70
INFOSAFE SHREDDING	SHREDDING SERVICE	120.00
LP POLICE	POLICE MONTHLY PLAN	104.95
MENARDS	SUPPLIES	21.16
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-3-08	194.16
MILLER DISTRIBUTORS, INC	BATTERIES	222.55

# MINUTE RECORD

## CLAIMS FOR MARCH 26, 2018

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### POLICE/CODE ENFORCEMENT (cont'd)

OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-23	306.46
PHYSIO-CONTROL CORPORATION	QUARTERLY AED MAINTENANCE	594.00
ROGER'S TOWING	TOW CHARGE	80.00
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	SARPY IT SERVICES-APR/JUN 2018	6,895.26
SETCOM CORP	WIRELESS MIC'S	945.43
SHELL SUPER STORE	CRUISER WASH	3.75
SOUTHERN CARLSON, INC	PRESSURE SOAP WASHER REPAIR	223.02
SPRINT	MONTHLY SERVICE	125.22
TRI-TECH FORENSICS, INC	STORAGE BOXES	223.05
U.S. CELLULAR	MONTHLY SERVICE	3,426.59
US BANK VOYAGER FLEET SYSTEMS	US BANK/VOYAGER FUEL	12,751.64
WESTLAKE ACE HARDWARE	CLEANING SUPPLIES	40.31
		<hr/>
		\$ 33,122.31

### FIRE & RESCUE

ADAM HARRIS	REMBURSE FOR SAFETY BOOTS	114.95
AIRGAS USA, LLC	MEDICAL SUPPLIES	226.20
AMAZON.COM, LLC	OFFICE SUPPLIES, TONER, BOOTS	845.01
ANDERSON FORD	2018 FORD EXPEDITION JEA11739	38,054.00
ANDERSON FORD	2018 FORD EXPEDITION JEA11740	38,054.00
ARROW INTERNATIONAL	MEDICAL SUPPLIES	440.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,589.55
CENTURY LINK	MONTHLY SERVICE-2018-2-22	250.21
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-FEB 2018	508.24
DOROTHY BALASH	AMBLANCE REIMBURSEMENT	310.00
FIREGUARD	EXTINGUISHER MAINTENANCE	116.75
GREAT PLAINS UNIFORMS	NAME TAGS, BADGES	1,737.50
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	319.99
MAX I WALKER	UNIFORM CLEANING	5.75
MENARDS	SUPPLIES	49.39
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-3-7	4,100.83
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-23	8,931.95
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	SARPY IT SERVICES-APR/JUN 2018	2,714.24
SHRED-IT USA	SHREDDING SERVICE	144.00
TED'S MOWER SALES & SERVICE	BLADE SHARPENING	150.00
U.S. CELLULAR	MONTHLY SERVICE	896.94
US BANK VOYAGER FLEET SYSTEMS	US BANK/VOYAGER FUEL	5,867.75
		<hr/>
		\$ 108,427.25

### NON-DEPARTMENTAL/CONTRACTS

CLARITUS, INC	POSTAGE METER RENT	542.00
CENTURY LINK	MONTHLY SERVICE-2018-2-22	702.58
LOCKTON COMPANIES, LLC	COMMERCIAL, EXCESS LIABILITY, PACKAGE PREMIUM	80,941.00
LOCKTON COMPANIES, LLC	WELLNESS CONSULTING FEE-MAR 2018	1,650.00
LOCKTON COMPANIES, LLC	BOND ENDORSEMENT PREMIUM	1,283.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-3-12	98.29
NE-DEPARTMENT OF REVENUE	FEB 2018 SALES TAX PAYMENT	2.59
		<hr/>
		\$ 85,219.46



# MINUTE RECORD

## CLAIMS FOR MARCH 26, 2018

PAGE 8

### INFORMATION TECHNOLOGY

CDWG GOVERNMENT	20 BLUETOOTH MOUSE	365.60
COMPUTER CABLE CONNECTION	PATCHES CORDS FOR 1500 WALL ST	325.00
GRAYBAR ELECTRIC	SERVER FRAME	3,309.56
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-23	72.86
ONE CALL CONCEPTS	LOCATES FOR IT	3.03
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	SARPY IT SERVICES-APR/JUN 2018	24,217.50
TESSCO	COPPER PLUGS, POWER WIRE	155.09
TJ CABLE	LOCATES FOR IT	750.00
WESTLAKE ACE HARDWARE	SCREWS, WASHERS, KEYS, FLASHLIGHT	55.89
		<hr/>
		\$ 29,254.53

### WASTEWATER

CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-FEB 2018	727.24
CENTURY LINK	MONTHLY SERVICE-2018-2-22	48.49
HDR ENGINEERING, INC	SANITARY SEWER REPLACEMENT	5,682.43
MAX I WALKER	UNIFORM PURCHASE-MULTI EMP	1,620.07
MENARDS	SUPPLIES	69.40
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-3-08	786.39
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-23	3519.37
U.S. CELLULAR	MONTHLY SERVICE	2,326.11
US BANK VOYAGER FLEET SYSTEMS	US BANK/VOYAGER FUEL	455.3
		<hr/>
		\$ 15,234.80

### ECONOMIC DEVELOPMENT- LB840

SARPY CO ECONOMIC DEV CORP	2017 ANNUAL INVESTMENT	10,000.00
		<hr/>
		\$ 10,000.00

### COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-2-23	85.24
		<hr/>
		\$ 85.24

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	REIMB EXPENSES	1,487.81
OMAHA WORLD HERALD CO	LEGAL ADS	37.31
SARPY CO REGISTER OF DEEDS	RECORDING DEEDS	34.00
		<hr/>
		\$ 1,559.12

### BELLEVUE CITY MUNICIPAL BUILDING-1500 WALL ST

AVI SYSTEMS	CABLES AND CONNECTORS-1500 WALL ST	41,115.62
CAPITAL BUSINESS SYSTEMS, INC	MOVE AND SETUP COPIER	285.00
COMPUTER CABLE CONNECTION	MATERIAL AND LABOR TO INSTALL CABLES	1,905.34
J P COOKE COMPANY	NAME PLATE HOLDERS	150.10
		<hr/>
		\$ 43,456.06

<b>TOTAL CLAIMS FOR MARCH 26, 2018</b>	<b>\$ 996,520.88</b>
<b>TOTAL PAYROLL FOR MARCH 9, 2018</b>	<b>\$ 957,345.45</b>

# PROCLAMATION

7a  
3.26.18

Designating April 2 - 8, 2018 as  
"National Community Development Week"  
In Bellevue, Nebraska

**WHEREAS**, the week of April 2 - 8, 2018, has been designated as National Community Development Week by the National Community Development Association to celebrate the Community Development Block Grant (CDBG) Program; and

**WHEREAS**, the CDBG Program provides annual funding and flexibility to local communities to provide decent, safe and affordable housing, a suitable living environment, and economic opportunities to low- and moderate-income people; and

**WHEREAS**, the CDBG Program has assumed increasing importance as an instrument for meeting pressing community development needs in affordable housing, job creation and retention, human services, capital improvements, and public infrastructure; and

**WHEREAS**, over the past five years, our community has received a total of \$1,475,724.00 in CDBG funds to meet the needs of low and moderate income persons in our community; and

**WHEREAS**, the City of Bellevue will join the State of Nebraska, the City of Omaha, the City of Lincoln and the City of Grand Island as well as other communities in celebrating Community Development Week in a ceremony on April 2, 2018; and

**NOW, THEREFORE BE IT RESOLVED**, that the City of Bellevue designates the week of April 2 - 8, 2018, as

**"National Community Development Week"**

in recognition of the importance of the Community Development Block Grant Program and urge Congress and the Administration to recognize the outstanding work being accomplished locally and nationally by the Community Development Block Grant Program and the importance of this program to the community of Bellevue, Nebraska, and the Nation.

Dated this 26<sup>th</sup> of March, 2018.

\_\_\_\_\_  
Rita Sanders, Mayor

76  
3.26.18



City of Bellevue, Nebraska  
2017 Tree Board Report

## Tree Board Contributions

Bellevue Tree Board volunteers have performed many varied services to increase and enhance our community trees, including;

- Retained certification as a Community Arboretum by the Nebraska Statewide Arboretum (NSA) of the Nebraska Forest Service, NFS
- Conducted Bellevue's Emerald Ash Borer Response Plan (EAB Plan) that is now part of the City Master Plan, as unanimously adopted by the City Council
- Inspected all City owned ash and other trees for their condition with report to Parks Dept. for follow up—no ash trees needed to be removed—130 remain
- Responded to Council and Citizen requests for inspections and advised them
- Re-certified by the Arbor Day Foundation as a Tree City, USA
- Coordinated action on the Council approved Bellevue, City Tree Plan
- Accepted \$700 from Green Bellevue for new plants at the Eastern Nebraska Veterans Home bio-retention gardens; the largest project of its kind in Nebraska, which naturally filters and prevents 5 million gallons of annual storm water run-off eroding into Quail Creek (total grant funding is over \$120,000)
- Volunteers tended the Veterans' Home Rain Garden with weeding and replanting
- Celebrated Arbor Day at the Log Cabin, Bryan Jr. High, and Bellevue East with students doing 3 tree plantings with ceremonies, plus planted three Park trees
- Continued inventory assessment of more than 2033 trees on city-owned property
- Refreshed the city tree inventory on both Sarpy and Bellevue web sites
- Continued hazardous tree response with Parks staff
- Participated and recognized at the annual Tree City, USA conference in Lincoln
- Conducted 8 regular Tree Board planning meetings with minutes recorded
- Inspected and summarized dying and dangerous trees for Code Enforcement
- Tree Board's certified arborist's conducted city tree inspections for city staff
- Supported the Bellevue and Midlands Community Foundation, Parks Foundation for donations to our parks
- Participated in workshops, conferences and continuing education about trees
- Partnered with library staff supporting their efforts with books and children's programs, plus, maintained their butterfly gardens

- Maintained membership in the Alliance for Community Trees (ACTrees) and participated in their webinars about tree care
- Created then conducted presentation/display on invasive species and provided information on EAB at Sarpy Earth Day
- Donated mulch, valued at \$4,500, by Kimball Tree Service, TB member
- Continued conducting the flood study on Haworth Park; arborists are making further recommendations
- Collaborating with Fontenelle Forest, Game & Parks and Nebraska Forest Service staff, on area-wide oak forest revitalization, including Jewell Park
- Removed 500 invasive TOH, along Lincoln Road, 1,000 total removed with Green Bellevue grant of \$400
- Authored and sent media releases on Arbor Day and tree planting projects
- Encouraged Bellevue University to become a Tree Campus, USA
- Continued to monitor and assess diseased trees in Bellevue Cemetery
- Collaborated with UNL County Extension Office certified arborist's, alerting citizens to Emerald Ash Borer (EAB) updates and misinformation
- Conducted an Invasive Species Town Hall education meeting with Fontenelle Forest that was filmed and repeatedly shown on public access TV
- Continued promoting park sites for storm water management plans and low maintenance vegetation to reduce city mowing cost saving tax funds
- Remained available to the Mayor and Council for projects and recommendations
- Proposed a plan be created for city property to protect all natural assets and mitigate damage resulting from prolonged drought and excessive rain
- Maintained a Green Bellevue \$1,000 grant funded, tree tag project, to name label 60 park trees across the city for public awareness
- Continued the Jewell Park restoration process to revive this dying park
- Conducted tree assessment and advised staff after the city tornadoes, including planning for removal and restoration of vegetation along Daniel trail
- Filmed an education clip for BTV on the tornado damage to trees
- Conducted a National Forest Service staff tour of tornado damage
- With a \$3,500 ReTree grant, volunteers planted 44 city park trees
- Total 9 year new trees planted on city property from grants and volunteers, 1,025

A total of 450 hours of service performed @ \$25	\$ 11,300
A total of 1285 miles driven by volunteers @\$.54	\$ 694
Total grant funds received and spent	\$ 9,100
Total financial contributions	\$ 0
Total 2017 financial contribution to Bellevue	\$ 21,094

continued---

Total of previous 8 years' contributions	\$335,016
Cumulative 9 year financial contribution to Bellevue	\$357,110

**Cumulative total contributions to city trees & community well being: Priceless!**

In service to Bellevue and trees; the Bellevue Tree Board,

Mary Anna Anderson, Certified Arborist: Nebraska Arborist's Association (NAA) & International Society of Arboriculture (ISA); UNL Extension Horticulturist (retired)

Dave Anson, Founder/Manager, The B.I.G. Garden (retired)

Holly Hofreiter, Master Naturalist, Biologist

Jo Sempek, Stoltenberg Nursery Owner

Thomas Bentley, Landscape Architect

Craig Kimball, Certified Arborist, owner, Kimball Tree Service

Joanne Langabee, Certified Master Gardener and Master Naturalist

Tom Mruz, Gardener, Tree Planter

Don Preister, Bellevue City Council

Brian Madison, Parks Superintendent

Supported by:

Todd Addison, City of Bellevue Parks Department

Jim Keepers, Gretna Tree Board

Graham Herbst, NE Forest Service Arborist/Educator

plus, other professional tree, nursery and landscape people

Our gratitude and respect goes out to each of these dedicated public servants.

## Bellevue Tree Board Meeting Minutes

January 10, 2017

Present: Joanne Langabee, Todd Addison, Holly Hofreiter, Brian Madison, Thomas Bentley, and Craig Kimball

Minutes from the December 13<sup>th</sup> 2016 meeting were approved with Holly Hofreiter making motion and second by Joanne Langabee.

### Spring Planting/Arbor Day Plans:

Three sites have been picked for tree planting; Bryan Jr. High, Sarpy County Museum, and the Bellevue East Park-Freeman Park. Sarpy County Museum or one of the historical sites was suggested because of the 150<sup>th</sup> Nebraska statehood celebration. Where the trees will be planted on each site and the species of tree will need to be determined. Coordination and communication with schools and teachers will need to be done so students can plant the trees and participate. Green Bellevue will be contacted to supply the trees.

### Introduction of Brian Madison, the new Parks Superintendent

We introduced ourselves to Brian, giving him some information about ourselves. He responded in telling us about himself. Brian grew up traveling from place to place because his father was in the Air Force. His father retired and moved to Canton, Ohio and Brian enlisted in the Air Force from there in 1992. The Air Force trained him as a dental lab technician. Finding he wanted a job where he connected more with people, he went into medical readiness which is emergency management in the hospital setting. He worked in training and managing for emergency situations overseas and stateside. As he made rank he became a First Sergeant where he was responsible for the welfare and conduct of 320 men and women. He retired from Offutt Air Base in 2014 after 22 years of service. After retirement he went into human services, working as a business development and career counselor at National American University and then for the Center for Preparedness Education which is a joint endeavor between University Nebraska Medical Center and Creighton University, working with response organizations doing emergency simulation exercises to prepare for disaster response. His strengths are in leadership and management where he likes to empower others to do their work. Communication and safety are top concerns in his management style. He is currently working on his Arborist certification. We did not ask him for his birth date, but he did say he was a Capricorn.

Report from Parks Department: Todd Addison

EAB

They are not treating any of the trees. They will take additional trees down but are waiting to see how much money is in the budget for replacement trees. Some of the parks will look bare if all the ash trees are removed and it would be reassuring to citizens if we can plant or promise replacement trees. We need to keep the public informed.

Trees were trimmed and some cut down at Leawood Oaks Park. In Jewel Park they will cut down as many as they can safely get to and will hire out the rest as budget allows.

Tree City USA Application

The Tree City USA application is in after long hours of work by Todd and others. They are planning to change the system of tracking things to make it easier to record data in the future. The city spent 3 times the amount it spent last year according to the data for 2016. Todd will forward the results to all tree board members. Going over the numbers makes you aware of the great amount of work that was done in 2016. For example 189 tree stumps were ground up. \$390,000 was spent on tree related issues. Landscaping, cement work, and trees were planted at the entrance at Hero's Park.

Fall 2017 Tree Planting

The grant money and other funds will be spent on trees to be planted this fall. Joanne suggested that we plant trees in the parks where trees have been cut down and it was decided that the tree board will make that a recommendation. If we plant the replacement trees in the fall they will require less care than spring planted trees, especially since they will be in so many different locations. Todd will supply the maps as to where trees have been cut down. We need to write an article about the tree replacement to inform the public and future articles to let them know as trees are planted.

Park Department Winter Activities

Todd reported that the winter is when training takes place in the department as well as snow and ice removal/management. The basics such as where parks are, and equipment use are taught and reviewed. There are also classes on tree and turf care. For example park personnel that handle chemicals have to have 4 different certifications.

Todd suggested that for the February meeting we meet at Goldenrod Park Offices, tour the facility, meet and greet the employees, and learn about equipment, and safety. It was agreed and so our February 14<sup>th</sup> meeting will be there.

Respectfully submitted by Holly Hofreiter

PLEASE NOTE: February meeting location was changed from Parks Office to Council Chamber

February 14<sup>th</sup> meeting 10:00 am at Council Chamber

Agenda

Select meeting facilitator and minutes writer

Approve January minutes

Arbor Day program update--Don

Parks update, TOH and Ash removal and other

Fall planting, grants for tree purchases--NFS, Mutual of Omaha volunteers, etc.

Jim Keepers, Gretna Tree Board, requested we do a joint project--any interest or suggestions?



## **Bellevue Tree Board Meeting Minutes February 14, 2017**

**Present:** Don Preister (phone), Mary Anna Anderson, Dave Anson, Joanne Langabee, Craig Kimball, and Tom Bentley.

Minutes from the January 2015 meeting approved with Tom Bentley making motion and second by Joanne Langabee.

### **Arbor Day:**

Tree planting locations have been determined for the 2017 Arbor Day recognition on Friday, April 28. Locations as follows;

- Bellevue East environmental studies class to install within Freeman Park. To be first on the schedule
- The Sarpy County Historical Society historic bank in coordination with Ben Justman.
- Bryan Middle School with Don Preister to coordinate the details.

### **Parks Department Update:**

Tabled until March meeting due to absence from department representative.

### **Fall Tree Planting:**

Fall tree planting to be accomplished through grant awards. Grants to be submitted by the Parks Department. Don Preister to meet with Parks Superintendent Brian Madison on potential grant opportunities. Preference is to replenish areas of removals within Bellevue – primarily within city parks.

### **Joint Project Opportunity:**

Question posed by Jim Keepers, Arborist, of Gretna's Tree Board whether the municipalities within Sarpy County can come together for a joint project effort, with the Sarpy County Earthday event on April 30 being a suggested opportunity. Request to ask for a representative from the 5 municipalities as well to discuss what actions and outcomes are succeeding for tree sustainability in the communities as well as common issues. Thought for the joint meeting to take place in March.

Tom Bentley is to identify the appropriate individuals from LaVista and Springfield as Gretna, Papillion, and Bellevue are identified contacts.

A suggestion to have a list of starter questions and discussion points in order to get the conversation moving.

March Tree Board meeting to further determine the logistics and set actions to arrange the meeting.

**DIY Auto Follow Up:**

Joanne Langabee met with Adam Loftus. While his preference was for further removals, the removals and clean up of remaining trees was acceptable. Thank you to Craig Kimball for the work performed and that time slated as volunteer action to be submitted for recording 2017 aggregate Tree Board contribution.

Concern was expressed of the unkept parcel immediately east of the DIY location. Vegetation is not maintained and suggestion of past animal keeping or temporary encampment present. Dave Anson to identify ownership of the parcel. Brian Madison or Bellevue Code Enforcement to be contacted to see if there is an avenue in which clean up of the parcel can take place under City jurisdiction. An opportunity to enhance the parcel for pollinator landscape suggested.

**Tree Board Annual Report to City Council:**

Don Preister has prepared the annual report of Tree Board contributions for delivering to the City Council at the March 13 meeting. Holly Hofreiter to deliver the report in the public meeting.

**Summer 2017 Potential Projects:**

Potential projects to take place in Summer 2017 were discussed. They included:

1. Pollinator Gardens: Identification of grant applications meeting the topic. Would be applied for by the City and potential Tree Board / Green Bellevue commitment to participate in the site identification, installation and/or establishment efforts. Golden Hills Park cited as a potential location if such a grant was pursued. Suggested focus be placed on existing gardens which are sustaining and well kept and

look to enhance through pollinator plantings. Key to success would involve and identified and committed method of maintaining – emphasizing volunteer efforts rather than City committed forces.

Everet Park drainage swale identified as an additional candidate with emphasis on sustaining by methods other than chemical weed management.

**Tree Identification Continuation:**

GPS identification of Bellevue public trees for the inventory to resume in June. Two remaining tree markers also yet to be installed upon identifying the best specimen and location to place the completed markers.

**EAB Alternative Viewpoint:**

Craig Kimball presented an alternative regarding pro-active removals in management of EAB. In a recently attended conference, the notion of the speaker addressed the concern with excessive pre-infestation of Ash. The viewpoint being as EAB moves through a region, the pre-cutting of Ash results in a reduced quantity which the EAB would progressively work its way through. Fewer Ash leading to an acceleration of the spread. Alternative consideration to limit pre-infested removals as a mean to control the rate in which EAB advances through the community and whether that can be beneficial to budgeting and progressive removal rates as Ash succumb to the infestation.

No action taken on this presented viewpoint; however, is of merit to share with City Departments as we continue to learn the available resources (fiscal and labor) to manage the Ash tree removals.

**Next meeting, March 14, 2017, 10:00 am. Meeting Agenda Items:**

- Set times for Arbor Day activities for April 28
- Establish objectives and potential agenda for Sarpy County 5 community joint meeting of commonalities and sharing of differences pertaining to sustaining respective urban tree canopies.
- Earth Day participation update and preferences of Tree Board involvement.

- Parks Department Update (ToH, Ash, other)
- Fall Planting Update
- Grants related to pollinators further discussion
- Parcel ownership east of DIY Auto on Fort Crook and Cornhusker update on identified ownership and extents.

## Tree Board Meeting Minutes – March 14<sup>th</sup> 2017

Present at Meeting- Todd Addison, Brian Madison, Don Preister, Joanne Langabee, Holly Hofreiter, Mary Anna Anderson, guest-Clyde Anderson, Craig Kimball, Dave Anson

Meeting opened with a presentation by Brian on the City Parks Department. A slide show introduced the Department and a new Park's Motto- "Beautiful Parks make a beautiful city". The motto was created by Tim Bashus, member of Parks Department staff. The slide show was followed by a tour of the building and equipment. We were introduced to some of the staff – Karen Chandler and Alex Marshall. Alex and Todd talked about the equipment it's care and uses. The parks department cares for 700 acres of parks and green spaces, 100 buildings, 4 pools, 26 playgrounds and the city ball parks.

Brian asked about the Tree City signs and where they were, Don was going to help him find them. It was thought one should go on 13<sup>th</sup> and Fort Crook and the other on Cornhusker by the Bellevue city signs.

Mary Anna passed around sheets for attendance and hours, so members could update their hours.

### Arbor Day Programs

Joanne will finish coordinating things with Historical Society and Bellevue East. Historical Society wanted to replace a hackberry tree that had been lost in front of the log cabin. There was discussion as to where the old tree was- Todd will e-mail a picture of grounds to confirm the place where the old tree was so we don't plant it in the same place. Ben will coordinate with Todd as to where to plant the new hackberry. Need to check with Alan or Jo to see if they have a hackberry and if they can get trees. Need to clarify who will dig the hole by hand at the log cabin. School staff will take care of where to plant the trees on school property and see that the holes are dug.

Friday the 28<sup>th</sup> of April is the date we are going to confirm with the schools. That Friday there are school groups that will be visiting the log cabin between 9:00 and 9:30 am. Joanne will try to set up a time later that morning at Bellevue East with Cindy. Don will contact Bryan High school and set up a time that afternoon. Don will get the proclamation to the Mayor. Dave will instruct the students on how to plant the tree.

Sarpy 5 city meeting- Don will see about having it in LaVista/Papillon and check with contacts and set up the meeting.

Earth Day April 30<sup>th</sup> Sunday 12 to 4 pm Lied Center

We will have a table on EAB. Don will inform Brittney we will have a table. We should have a list of trees to replace ash trees. Mary Anna will call Graham for list and get other handouts from the extension office. Craig and Mary Anna will be there to answer questions about EAB as certified arborists.

Brian asked about the Parks Department having a table also. Possibly have the Parks Table and the TB table together. Parks could have NRD trail system and other brochures. Todd will get them together. Don will get Brian the contact information and ask Brittany if we can have our tables together.

#### Parks Update

Parks staff took down a large elm tree and pine at Willow Springs Park and ash trees at Heber and Gilbert parks. Two of the ash trees had carpenter ants in them.

Todd will contact Graham Herbst and see when the best time is to cut/slash/ treat to kill the trees of heaven.

Parks staff cleared and chipped the entire trail at Kramer Nature Trail. Could that be counted in costs of tree maintenance in Tree City application next year? The board thought it could. It was mentioned that now the trail was wide enough for vehicles, we might need to put up some barriers to block access. Brian mentioned that people are having camp fires on the small beaches that are a fire hazard. He suggested that a red flag system /signs be put up to warn people not to have fires.

Brian mentioned concerns about squatters, drugs and other problems at Haworth. He suggested having a host there; he had someone that was a possibility. We could do other things such as security cameras, and electricity to make the park more attractive to campers.

#### Fall Tree Planting-Late September

It was requested that the grants for trees go through the Parks staff. Possible grants could come from OPPD, NRD, Retree Nebraska, and Nebraska Forest Service. Don and Dave will help Brian with looking into grants.

Fall planting is best for the trees to acclimate to site with less care than spring transplanting. Tree lists of trees available were given out.

It works well when we have groups to plant the trees. The Park staff will dig holes and groups plant. Possible groups to help – Mutual of Omaha employees, volunteers from the base, and families might also want to help.

#### Pollinator Garden Grant

Brian reviewed the application and past grant awarded sites. The Monarch grant is a big grant with matching funds and a big project to undertake. We need to have a site picked out with the research done as to the site's feasibility. The landfill is a possibility that we can check into as a site for future grants. Need to find out all the regulations and soil type etc. Possible consultants – Kent Holm, Bob Henderson, and Jim Locklear. Todd added that a specific group would have to be in place to care for the prairie in the spring until it is mature because of non-native thistles and volunteer trees. The parks staff would not have the time with their other responsibilities.

Craig reported he completed the DIY Garage project- everyone commented on the great job and that it looked nice. It was mentioned that property in same area owned by different owners could use a cleanup. David reported that the adjoining property belongs to SAC Federal Credit Union. They may not realize how unkempt their property has been. A contact should be made by Parks Staff to Code Enforcement for follow up cleaning.

Two tree tags still needed to be put in. Joanne said one was a tulip tree label and could go at Heber Park on one of the tulip trees there. Dave and Joanne will see that both labels are placed this spring.

We are on the list of Tree City USA certified cities. Don, Joanne and Holly are interested in going to the ceremony on the 5<sup>th</sup> of April. Anyone else that is interested please contact Don to coordinate rides etc.

Joanne Langabee would like pick up of garden waste at the Triangle and Everett when she starts the spring garden cleanup. She will let Todd know when she starts.

Graham Herbst of the Forest Service has completed a program on EAB and it will be shown on channel 17 at different times. We could advertise the program at our Earth Day table.

This is the last meeting of the season. Our next meeting will be this summer on the second Tuesday in August. We will discuss and coordinate the fall tree planting.

Please let Todd and Brian know of any webinars/workshops about issues that might concern them for training. It was mentioned that the Forest Service listserve was a good resource for notice of webinars and workshops. Contact Eric Burg, [eberg2@unl.edu](mailto:eberg2@unl.edu)

Respectfully submitted, Holly Hofreiter

Tree Board notes- Assessment Meeting, Thursday, June 29, 2017

Present: Tree Board Members: Don Preister, Tom Bentley, Mary Anna Anderson, Holly Hofreiter,  
Guests: Brian Madison, Jeff Roberts, John Fech

Objective: To discuss and view the damage from the tornados to Daniel Trail near Two Springs Park.

Issues discussed:

The response from the Streets Department and Parks Department after the storm was quick, organized and thorough. Danger/Caution signs were posted at Daniel Trail early Saturday morning. The crews have worked nonstop to clear away debris and trees/tree waste in areas hit by the tornado.

Do we have to worry about separating the ash tree waste from the other tree waste when storm waste is brought to collection areas? As long as the waste stays in the 5 Nebraska county quarantine area and also the Iowa quarantine counties it doesn't need to be a concern.

Cedar Island collection area is full and now closed as a drop off site. There was some thought of burning the tree waste but the pile at Cedar Island is too large to have a controlled burn according to the fire department. The Haworth collection site is not yet full and as of now will be open until Sunday. The waste was moved into smaller piles but it was thought that burning green limbs would create a lot of smoke and burn for a long time. There was a concern of the smoke interfering with air traffic flow at Offutt Air Base.

The city is looking into bids from larger tree companies that have grinders to grind the tree waste and haul it away. Hughes Tree company, River City, Dudley's Dew Right and one other are the four companies they are getting bids from. Cedar Island will have room after material is processed and removed. Some of the mulch might be offered free to the public, but that hasn't been decided. As of now the public is allowed to take some wood from the Haworth site. The city has been using mulch on the trails of Kramer but that work is mostly finished.

With future increase of tree waste due to EAB, the city might look into a grant to buy a grinder.

Todd and Mark from the Parks Department are keeping careful track of the trees they remove and trim for the Tree City USA annual report. It will also be useful information when we think about replacing trees and tree health condition.

Brian wanted input from us about the damage and the need to cut down some trees that didn't have visible damage to get equipment into area. We traveled to the site. There was considerable visible damage to trees. We saw that a lot of work had already been done in the neighborhoods and at Two Springs Park. One large tree had been removed for the drainage area along Daniel Trail to prevent future flooding. It will take a lot of man hours to clear the rest of the trail and along the drainage creek. John and Mary Anna brought up the fact that trees have internal damage from storms that can cause problems years later. Internal damage is caused from compression, tension, and torsion. Things like



sudden limb drop can happen years later or have bowl wash out and root separation. Trees suffer stress from the nearby trees being lost and also are more susceptible to storm damage in the future.

Since there is probably internal damage to all the surviving trees that we cannot see, it is not a concern to cut down trees that have no visible damage at this time. Brian will not cut down a tree with no visible damage unless he has to in order to get equipment in to do the necessary work. Brian has to find out just how much clean up he should do at this time. If he leaves some, and later has a request to remove it, the city may lose money because Fema funding most likely will not be available.

We need to discuss what to do with the area in the near future and beyond because it will be quite bare without all the trees. Do we plant something there or not – if so what, because it needs to be low maintenance as well as public friendly.

The public needs to be kept informed about what is happening and why. Don will work with John, Graham, Brian and create a PSA and additional educational information to be released on media, social media, BTV .

Respectfully submitted by Holly Hofreiter

Tree Board Meeting    August 8, 2017    Minutes

Present: Tree Board- Don Preister, Dave Anson, Brian Madison, Craig Kimball, Holly Hofreiter

Guest- Tom Mruz, Jeff Roberts

Don called the meeting to order.

Brian Madison asked if he was a voting member of the tree board. Don said it depended on his interpretation of the ordinances. It is his choice. Brian is now a voting member of the tree board.

Dave moved and Holly seconded the motion to approve the March board meeting minutes. The minutes were unanimously approved. Brian moved and Holly seconded the approval of notes from the June assessment meeting. The motion passed unanimously.

Don passed around the paper to record volunteer hours and travel time.

Brian and Don have looked for the Tree City USA signs and haven't found them. Jeff suggested Brian look in the jeep. If we cannot locate them we will request a new one be made before the next awards ceremony. Don mentioned we also have a Rose City sign that should be posted. It was suggested it might be posted at Everett Park. Joanne was to be consulted on issue.

On Arbor Day trees were planted in spite of the rainy cool weather. The sites were the Log Cabin with St. Mary's grade school, Bellevue East High School, and Bryan High School in the afternoon. Dave Anson talked with the students at each site and showed them how to properly plant a tree. Students then helped to fill the dirt in around the new trees. Mayor Sanders joined us at Bellevue East to read the proclamation and tree poems were recited. The mayor helped to plant the tree afterwards on school grounds. All the young trees are doing well.

The Sarpy County 5 city tree board's meeting was put on hold for awhile. We are waiting to hear from Gretna.

Earthday table presentations went well. All participants felt it was very worthwhile. Many people wanted information on EAB. It was a good time to talk with the public on different issues. Craig Kimball had a slide show and we also had many pamphlets on Trees and tree issues. Craig suggested we have a bigger tree board sign or banner for next year. Brian had a table for the Parks Department and felt it went well. Next year he would like an additional person at the table if he is speaking. Thanks to everyone that helped at the tables this year.

Tree City USA Ceremony was attended by Holly and Joanne. We enjoyed the speakers, getting the award, and our oak tree. A more complete report will be given next meeting. Unfortunately our oak tree did not make it. Holly will see if we can get another one.

Spring clean up at the parks went well. Parks Dept did a good job with bringing mulch to the garden sites and help with debris removal. Joanne can report more at the next meeting. Fall clean up needs yet to be organized.

We have two more tree tags to place. The trees chosen for tagging are no longer there. The tulip tree is one tree we are looking for. Tom has about 500 waterproof tags (from Green Bellevue) that can be attached to tree branches and the tree name written on. We can use them to label young trees in the parks when we assess the trees for EAB this fall. Dave will connect with Tom to get the labels. Dave suggested that we take a tree inventory of our young trees and keep track of their health etc. Holly and Joanne will be doing the ash tree assessment soon and this can be done at the same time. Dave said he would help and if Mary Anna can help she would be a valuable resource. We could also look at the diversity of trees in our parks at the same time.

Clean up on Daniel Trail is progressing, although not as fast as some of the neighbors would like. The parks department has to keep up with all of their regular work as well. Brian put public service announcements on doors and talked to many neighbors about the project. Brian thought it would take another month and half to two months to finish clearing the area. Groups have volunteered to help but the liability issues are too great to take at this point. Perhaps groups that want to help can help with the future planting on Daniel Trail. It was mentioned that Blackhawk Park was also hit hard by the storm.

River City had the lowest bid by far to clean up at Cedar Island and Haworth. The cost to take care of tree waste at both sites about \$28,000. There was older tree waste (over a year old) at Cedar Island that has started to decompose and is difficult to put in grinders. In the future they have to make sure it isn't older than a year before disposal. Cedar Island will open up when they are finished grinding and Haworth is closed. Some people are still trying to leave tree waste at Haworth. The site at Two Springs Elementary to collect storm debris from the community was not used as expected and that closed early.

The city parks department is using an area next to Kramer Park to put mulch. If we need mulch- we are welcome to use it- by permission of Brian if anyone asks.

EAB- We will do another ash tree assessment in our parks late August or the first part of Sept. Dave, Holly, Joanne and maybe Mary Anna will set times and do it. Then we will recommend to Brian what trees to cut down this year.

Tree of Heaven- Don brought up the vote to partner with Fontenelle Forest on their Oak Savannah restoration. Some of the board voted online- the rest of our members voted yes. It unanimously passed to partner with them. Fontenelle Forest is reapplying for the \$90,000 grant for the reforestation of the Oak Savannah and hopes that having more partners will help to acquire the grant a second time. The 3 year grant will start in 2018.

An issue that needs to be addressed is the invasion of alien species that compete with the young oak trees. Neighboring areas that have tree of heaven threaten the success of the project. We addressed the issue at Jewel Park last fall. Ailantus trees were treated last fall with a 50% plus kill success. The hack and squirt method was used. Dave brought up the problem of large adult trees on private property that produce seeds that quickly replenish the number of trees killed. The property owners do not understand the issue and want to know who will pay for cutting the trees down. Some claim that they are walnut trees. Tree companies don't want to deal with them because their branches snap and break

easily. Wake Robin along Lincoln Blvd is another area of high population of Ailantus trees. We should also consider removal of trees on city property along other streets.

Tom said Fontenelle Forest had discovered that rubbing the bark of the trees all around the trunk with bark oil and chemicals was more effective than the hack/squirt method. The chemicals were over the counter and gloves and foam brushes are easier to use. The method has to be done earlier in the fall, before the tree goes into dormancy to be most effective. Everyone is checking calendars for Wed Oct 4<sup>th</sup> and/or Thursday Oct 5<sup>th</sup> for kill dates this fall. Tom Mruz will help organize it.

Kramer Park mulching was done this past winter. Boy scouts are helping to maintain it. There are other parks that have been adopted like Washington Park by Kiwanis Club. Brian will get a list to us. Don suggested we try to get other parks adopted not on the list.

Fall Tree Planting- We need to contact Retree Nebraska for trees. They are going to give us as many trees as they can- maybe 50. We need find out what trees they have available and decide what species we want. For example we may not want to plant Burr oaks / red oaks because of oak wilt. It spreads by root system. Craig mentioned that it is hard to contain because only a third of the tree's root system is under the drip line. The disease can be transferred from equipment to other trees if equipment is not cleaned. Check with Mary Anna and maybe Graham on what species would be best to plant that will survive long term. Don will check with Eric on supply of trees. Dave suggested that we do a few parks well rather than spread our resources and volunteers over several parks. Dates were set for tree planting- Wed Sept 27, rain date Thurs., Sept 28. Volunteers need to be contacted. Maybe volunteers from Mutual of Omaha would be able to help this year.

Jeff inquired about the tree of heaven kill and how successful it was- Dave answered 50% plus were killed. He added that the trash clean up in Jewel park encouraged the property owners nearby to care more about the park and keep it cleaner. The residents still complain about the dog park and the dog droppings that are not cleaned up by owners. Sometimes the trash barrels have been taken, making clean up difficult by pet owners. Maybe faux cameras could be installed to help people to follow the rules.

Dave also brought up Waldruff and Hidden Hills residents complain about a ditch in their area filled with broken concrete where trash builds up. However, the ditch is not city property. Also there is property off Cole road that has an Ailantus trees and Dave thought it belonged to the city. Jeff said it did, but it wasn't a property that the city chooses to maintain at this time.

The Pollinator Garden grant did not go through. Nancy Scott did work with several groups of all ages to make milk weed seed balls to be distributed along the Nebraska annual bike ride. Ten thousand balls were released.

New Business- Unfortunately Jo Sempek needs to resign the Tree Board. We are sorry to see her leave- we have enjoyed her presence and her expertise that she has contributed. Jo- Thank you for all your work that you have done. Don will contact her to see if she can stay on until we find a replacement.

Don asked Tom Mruz if he would like to join the Tree Board. Tom said he would consider it and let us know.

Don said that we need to discuss and plan succession of Board members on the board. We are putting that on the Sept. agenda

The meeting was adjourned. We will meet Tuesday, September 12 at 10:00am in the Council Chambers.

Respectfully submitted, Holly Hofreiter

#### Proposed Agenda for September Board Meeting

Approve August minutes

Record volunteer hours/miles

Reports/Updates

Fall City parks/gardens clean up

September Tree Planting, finalizing and sending details to Retree NE

TOH removal

EAB Update

Young Tree Assessment

Tree City USA –ceremony summary and 2017 report for December

Parks update and needs

New Business- Tree Board Succession Plan

Set next meeting date/adjourn

## September 12 Tree Board Meeting Minutes

Present: Tree Board members-Dave Anson, Joanne Langabee, Thomas Bentley, Brian Madison,

Mary Anna Anderson, Holly Hofreiter, Don Preister, Tom Mruz

Guests: Jeff Roberts

August Minutes were approved- moved by Dave and seconded by Mary Anna. The sheet was passed around to members to record hours volunteered and miles driven. Mary Anna has them through March of 2017. If you have volunteered since March, please e-mail those hours to her. The hours and miles are used to apply for grants and reports.

### Reports/Updates

Tree City USA –ceremony summary and 2017 report for December - Holly Hofreiter and Joanne Langabee attended the ceremony last April. The speakers were informative. If anyone would like to read the program book to compare statistics with other communities, look for recommended trees to plant and how to care for trees, Joanne and I have a copy. We are a relatively young Tree City compared to some surrounding communities. It was brought up that the # of trees we have planted should be updated with Retree Nebraska so they can add it to their totals to reach their goal of million trees .

Tree Assessments in city parks. Thanks goes to Joanne, Mary Anna, Holly and Dave for their time and sharing their expertise to assess the trees. In addition, Dave helped to trim some of the trees and Joanne tallied all the results that were gathered on spreadsheets and maps.

### Ash Trees-

Most of the ash trees are still in good health; some need dead branches removed. Only a few trees need to be removed. The ash trees are circled on the maps with blue marker and numbered for each park. The numbers correspond to the numbers on the spread sheet under each park name with comments on each tree. Note : Golden Rod Park-tree # 3 is GPS marked as #102. If we described limbs that needed to be removed, they could be a safety risk. (Library, Thompson Park, possibly Baldwin)

### Trees needing Attention- not ash-

The maps show locations of older trees by species. Trees that need attention this year are on the spreadsheet and most have GPS locations. Since most of the ashes are ok, this year the park's crews could concentrate on other trees that need attention. Stonecroft Park has many dead trees- in some cases the whole area of dead trees was under one GPS #. Concern for willows being a hazard at Willow Springs east Park and cottonwoods near homeowners fences, cox?cable not buried at Leawood Oaks park were mentioned. There is a small tree that has the trunk broken off at waist high at Southwoods Park that is a safety issue for kids and needs to be removed.

## Young Tree Assessment-

### New Trees in Parks since 2011

The spreadsheet lists new trees in parks. Many were not on the maps and they were written on the maps in red pen and given a GPS number. We hope to update the maps and add all the new trees with the GPS locations if possible this winter. Brian and Don will check into this and let us know or let us know who to contact. Brian asked that we map out Heroes Park and Haworth before he does anything so all the information is ready at one time. Don asked about soil sample results from American Heroes Park. Brian will ask Jeff. They are planning on digging deep and amending the soil. The islands at the parking lot will be planted later.

Many of the new trees need attention. Joanne and Holly suggested that the yellow cylinders be removed and replaced with wire cages. The yellow cylinders do protect the tree when it is young. When the cylinders become tight on the tree they hold in moisture, insects and keep the tree trunk from getting sunlight. Other things needed- weeds, mulberry trees, poison ivy and suckers should be removed from tree bases and mulch added to all the tree bases in a donut shape around the tree. Deer damage was very apparent at Banner Park, even with the cylinders the deer just went above them. Holly suggested that the trees be protected with large tall cages, mulch and stakes- like the ones seen on Fort Crook Rd. Dave said that he talked with someone in Omaha Parks and they cost about \$8.00 a tree. He said that it was nice because you could move the cages side to side to remove suckers and weeds. They were tall enough to keep the deer and rabbits out and they allowed the trees to grow more than year before they need to be replaced. Holly wanted to make a motion that the tree protection be added at the same time of the new trees are planted, but after discussion, Brian just said he would make sure all the materials were available at tree planting sites so volunteers can add it after planting the tree.

Joanne reported that McCann Park and College Heights Park had lost all the new trees that were planted. Dave mentioned that they were both dump sites. Mary Anna said that depending on how they were capped there might be chemicals leaking and compacted soil. It was suggested that we get the soil tested before we plant any more trees at those parks. Dave also mentioned that McCann Park also has a high deer population.

Joanne noted that many of our parks like Swanson Park have a good mix of new and old trees. Some of our parks have mostly old trees and need young trees. The Thoughts on Parks spreadsheet has notes on each park. The following parks were chosen to plant new trees this September.

Dowding Park- 6 trees- 2 Kentucky Coffee, 2 Catalpa and 2 Hackberry

Southern Oaks Park- Dave mentioned it was not sheltered from the wind- we need to plant tough trees - 5 trees- 2 Kentucky Coffee and 2 Elm hybrid, 1 Hackberry

Leawood Oaks- It was mentioned that it has a thick canopy so we need understory trees. Mary Anna suggested buckeyes, yellowwood, and dogwood. We were going to do 5 of each but Don mentioned we should do more diversity so we added tulip trees. 16 trees- 4 buckeyes, 4 yellow wood, 4 dogwood and 4 tulip trees

Stonecroft Park- Thomas B. asked if the drainage ditch made it a wet area and if was a windy area. Joanne said the ditch was very deep so the soil was drier and the area was protected. Mary Anna suggested London plain tree, elm –vanguard variety, and maple. 15 trees – 5 each London Plain tree, maple sp. and elm- vanguard variety.

Other parks would wait. Casio and Gilbert Parks had planned construction. Gemini would have trees added on Arbor day next spring.

42 trees will be planted on Wed. September 27<sup>th</sup> starting at 9:00am. We will meet in the parking lot of Stonecroft Park.

Brian will let ReTree know what trees we would like and fill out paper work.

Brian will work with his staff to decide where trees will go, have holes dug, and water, mulch, materials for protection available.

Don will contact volunteers he knows to help and if we know of anyone we can let them know when and where.

TOH removal-

Tom M. asked what method of application we thought would be easier- spray bottles or paint brushes. It was brought up that the brushes wear out fast and the spray bottles may be easier and faster.

Tom M. is helping to organize and he needed to know how many chemical resistant gloves to order. He wondered if the park's dept. had any. Dave said to use disposable blue nitrol gloves, and change them between sites. It would be safer than trying to wash them. The chemical doesn't completely come out. Harbor Freight carries medium weight-also Northern Tool. They carry different sizes. Don mentioned to use the orange garbage sacks to dispose of them. Joanne offered to carry the spray bottles after the first site in her truck. Jewel Park, along Lincoln Rd., Dowding Park, and the hill off the First Presbyterian Church's parking lot are the areas that need to be worked on. Volunteers will meet on Wed. October 4<sup>th</sup> at 9:00 am at Chapps School, and will start at Bellevue Blvd.

Fall City parks/gardens clean up

Joanne said she didn't do much clean up in the fall. She feels that it is important to leave the plants for wildlife. She does cut down the grasses because it is more difficult to do in the spring. Tom Mruz said to use a electric hedge trimmer. He said Joanne could use his in the spring. Joanne said she would leave the grasses if the trimmer would work.



#### Parks Update/Needs

Brian said his crews had worked solid for two weeks in July and he has dedicated two days a week since to clean up on Daniel Trail. Last Friday it was reported on social media site that the Trail was now open. Apparently a group of people had cleared the rest of the sidewalk and said it was open. The Mayor and Brian had to report that it was still closed because of safety/liability factors. The public response was negative. Brian is doing what he can to get the work done but he has other city parks that also need work. He no longer has his summer crew. He also has FEMA guidelines he has to follow. It is all adding up to a difficult situation.

#### New Business- Tree Board succession Plan

Don asked if Tom Mruz would take Jo Sempek's place on the board. He said he would. Welcome Tom! We are glad to have you on the board. Don tabled the rest of the discussion on succession until the next meeting.

Don officially adjourned the meeting. Our next meeting will be October 10.

#### Agenda for October 10<sup>th</sup>

Approve Sept. meeting minutes

Record volunteer hours/minutes

Report on tree planting

Parks Update

Plan Tree Board Succession

Set next meeting date/adjourn

## Tree Board Minutes October 10, 2017

Tree Board Members present: Don Preister, Mary Anna Anderson, Holly Hofreiter, Joanne Langabee, Craig Kimball and Brian Madison

Please note items in bold require action by members. Thanks!

Meeting was called to order by Don. Volunteer hours were recorded. A motion was made by Mary Anna to approve the minutes and Joanne seconded it. **Those not present please vote electronically.**

### Tree Planting

Tree Planting went well. Trees were in good condition, we received most of the species of trees we asked for, and we had a good number of experienced volunteers. Trees were planted efficiently in all four parks. It was good that Park staff dug holes as we planted because of previous rain. Even though mulch and fencing and stakes were purchased, they were not available as we planted. **Park staff would do that later. Brian said he would check to make sure it was done.** Don mentioned a resident adjacent to Leawood Park was upset because she was unaware of the tree planting and when she asked questions of the park staff, she felt the response was disrespectful. Don later talked with her, answered her questions and felt she was more accepting of things. Brian got one complaint that the trees were planted in an open area used for play at Stonecroft Park. Otherwise, comments were positive. Joanne brought up the fact that we should do the tree assessment in June-Don thought maybe in May. If we did it earlier we wouldn't have such a rush to get trees, volunteers and set up for planting.

### Parks Update

Brian said the clean up at Daniell Trail was continuing. Starting next Monday they are renting and borrowing heavy equipment from Sarpy County for the week. Sarpy County is also giving the parks department county staff to run the borrowed equipment. There will be two crews working for 4 day periods, ten hrs. per day on clean up. Joanne asked about what they were going to plant after the clean up and wondered if she and Holly could walk the trail- Brian said not without him. Brian said the trail was clear but the trees from the path to resident property were not. He didn't consider the area safe. Holly mentioned that the sooner restoration planning could start, the sooner we could look for grants. It is a blank slate and has many options. The tree board has people with different areas of expertise that all could help in the planning. Brian said that it was impossible to plan until the cleanup was done because of root and tree trunks, slope of land and areas around the drainage ditch. Brian said the projected finished date for the cleanup was the week before Christmas. Holly mentioned getting input from people in the neighborhood on what should be planted. Brian said most of the people were more concerned about trees with broken limbs hanging over their property at this time. Perhaps in the new year we could tour the property and start planning the restoration.

Don asked about the soil sample results for American Hero's Park. There was a difference in the tree health planted in different areas of the park. There is also concrete waste buried from the old Kramer plant that might be having a negative impact on the trees. McCann and College Heights Parks also have

soil tests being done. **Brian said he would ask Jeff about the soil test results. Don said he could also look into the results.**

It was brought up that the yellow cylinders on many of the young trees were tight and needed to be removed. Also suckers, poison ivy, mulberry seedlings need to be removed around base of young trees and many needed more mulch. This could be done when they were in the parks for other reasons if time. Brian acknowledged that and Joanne said he could find information on that in the tree assessment report. Aspen park young trees are especially bad. The suckers come back every year at Fort Crook and Chandler. Joanne mentioned that some trees are prone to suckering. Brian would do most of that work later after Daniell Trail cleanup was finished and as he had time. Holly mentioned that we could get volunteers to help with the young trees. The mulberry seedlings were a problem because you have to get the root completely out. If they could not be pulled or dug out, only as a last resort, they would have to be sprayed or they will come back. But if you apply chemicals the desired tree needs to be protected with a screen and use as little of chemicals as possible. Perhaps it could be done as we assess the trees late spring. Although the suckers can be cut anytime, Mary Anna said German research had found that tree pruning should be done in the summer instead of winter because the trees made a healing layer in the summer, keeping out disease. The fungus and other diseases can attack in the winter through the open cuts. She confirmed this with Mark Harrell, retired arborist. Oaks are the exception because of the picnic beetle- the cuts should be covered in white water base paint. (Dark colors absorb too much heat)

**The TOH kill will be Wed., October 25<sup>th</sup> at 9:00am. Meet at Chapps School parking lot and will start at Bellevue Blvd. The alternative date will be Thurs., October 26<sup>th</sup>.** Tom Munz will have all the equipment. **Please let Don know if you are coming or not.**

Brian mentioned that Tru Green wanted to meet with him concerning the cities' ash trees and he would meet with them to let them know that the city was not treating any of the trees.

**Joanne asked for mulch to be delivered for the trees at Bellevue West. Brian said to let him know the week before.**

Future Plans for parks

Property around the Vet home will be a regional park. Brian will be drawing up the plans for it to present this February. There is over a hundred acres of property between 36<sup>th</sup> and 40<sup>th</sup> streets and north.

Swanson Park future plans are for a larger bike trail area.

Tree Board succession

Don brought up the fact that in the past we have waited for a vacancy on the board and then filled it. Maybe a more proactive approach was needed. Mary Anna suggested that we ask people to help on the board to get them interested and then asking them to take a position. That way they know more about what is involved and we know more about their background. **Joanne was planning on asking Deb**

**Worchek , who recently retired from Fontenelle Forest if she would be interested. Don said he would look up the terms of everyone on the board and when they go off and send it to everyone or bring it to the Nov. meeting.**

Another issue is what months we meet. Perhaps we should meet August thru April because of needing to plan the fall tree planting. If people could not be there for the meeting we could set up a phone call in system for people to join us.

We now are meeting at Golden Rod Park at the Park's Dept building if it works for everyone. **Please let Don know if it doesn't work for you.**

**Our next meeting will be on Tuesday, November 14<sup>th</sup> at Golden Rod Park, Parks Dept. building.**

Don adjourned the meeting and set the agenda for Nov.

Respectfully submitted, Holly Hofreiter

November 14<sup>th</sup> Agenda

Call the meeting to order

Approve the Oct meeting minutes

Volunteers update hours

Parks Update

Update on Soil sample results- College Heights, McCann and American Heroes Park

Objectives/Goals for winter projects

Tree Plan, Response plan, finish up GPS

Tree Board Succession Planning- terms of members

New Business

Next meeting date /agenda set/ adjournment



## Tree Board Minutes for November 14, 2017

Members Present: Mary Anna Anderson, Thomas Bentley, Tom Mruz, Don Preister, Joanne Langabee, Holly Hofreiter, Dave Anson, Brian Madison

Guest Volunteers: Deb Woracek, Nancy Scott

Don called the meeting to order. Mary Anna had a sheet of volunteer totals she passed around for everyone to check. **If you were not at the meeting and/or need to report hours, please email them to Mary Anna. ([manders@cox.net](mailto:manders@cox.net))** Thanks!

Since we had two new volunteers at the meeting everyone introduced themselves. Deb Woracek is working part time at Fontenelle Forest as a naturalist, she has worked at Gifford Farm and as a floral designer in Old Towne. She is a Master Naturalist. Deb has lived most of her life in the area and has a son. She resides just behind the log cabin in Bellevue.

Nancy Scott is a horticulturist, worked in Lincoln as an arborist, she has illustrated a text book, and has an extensive garden of woody plants. She resides in the Two Springs area.

Joanne made a motion to approve the October meeting minutes and Mary Anna seconded it.

## Parks update

The parks department has finished putting wood chips on the playground areas in the parks. The wood chips are special commercial woodchips that have to be purchased. For safety reasons they have to be smooth and uniform size.

At Everett Park they have just finished pouring the concrete for the splash pad.

At Dowding park deer destroyed a new tree we had planted and the crew pulled it out. The question was brought up about deer protection by Dave. Certain parks have a high concentration of deer and the new trees need to be protected. It was thought that the new trees would have 6ft tall, 6ft wide, 4X4 inch wire circles around them. This was not done because of budget restraints. Dave said even if the diameter of the wire circle could be 4 ft and 6 ft tall it would be much better than what we have now. There was smaller wire protection put on the new trees the same as the department had done in the past. That was not protecting the trees adequately and needed to be removed sooner as the tree grew, and could not be reused as easily. **Brian would talk to Jeff about getting the taller wire fencing.** Brian noted that the controlled hunt at Jewel Park may be helpful.

Don brought up that the trees would need a good watering. It has been dry. The trees did get plenty of water when they were planted. **Now we have had a dry spell and the new trees need to be watered before the ground freezes.**

Don and Brian did not get an update on the soil samples for College Heights, McCann and American Heroes Parks. Don had emailed Jeff and he had not replied, **so Don will resend the email for next meeting.**

Brian reported that the crews were ahead of schedule with the cleanup at Daniel Trail. They are working hard and doing a good job. They are dumping the waste next to the VA property. They will contract out the removal of approximately 3,055 cubic yards of tree waste.

Two Springs –Daniel Trail – What is the next step after clean up?

Brian wants to keep the board in the loop about what is going on at Daniel trail. Phase 1 is basically complete. Phase 2 – They will not have to pull as many trees as they thought. There are mostly branches that need to be trimmed. The drainage ditch has to be worked on. The soil may need to be amended in areas. Since clean up is progressing, neighbors want to know what the city is planning. One of the neighbors, Mr. Jefferson is helping to post information from Brian and the city to keep neighbors informed. Brian wants our input as how to move forward.

One of the concerns is erosion. Nancy stated that many homeowners have drains for run off that lead to the ditch. Now there is little vegetation to absorb that water and to stop erosion. Drainage is important. Plants can be planted to stabilize the drainage and slow down the drainage coming from the homes. Maybe some of the trunks and limbs could be left also. Brian stated that they had not removed the root balls to help with the erosion and had planted a hybrid grass mix from the NRD to help also with erosion and to help keep invasives from taking over. Steve Rodie, landscape architect from UNO was mentioned as a possible resource to help with the design of the drainage ditch. **Tom Bentley knows Steve and said he would contact him and work with him, city engineers and Brian on solutions to the drainage ditch.**

Invasives were another concern. Nancy said there already was mustard, Asian honeysuckle and Ailantis along the path. Dave agreed that there are negative aspects to the invasive species. Nancy said we need to cut out the bad plants on the snags and leave the snags. She said to get the statewide arboretum involved as they have many 3 ft tall trees that could be planted. Dave warned about the deer destroying such young trees. Nancy suggested rain gardens along the ditch. Property owners could also plant rain gardens on their properties. Steve Rodie from UNO was a good resource to ask about plantings around the drainage ditch. He has done well with many projects in the area.

Money is an issue. FEMA will only pay for clean up and making it safe. If we wait to leave some of the trees and limbs until later, FEMA will not pay for them to be removed if it is needed. John Fech has been contacted for telling which trees might have internal damage so those can be taken care of. Brian has no idea how much FEMA will pay for. They just have to wait for the check. How much restoration and what type of restoration we end up doing, will depend on money. Dave wondered if the neighbors would help fund it. That will have to be discussed at a neighborhood meeting. Grants can be applied

for. Holly noted that much of the grant money available would be for a more natural, wild native area. The neighbors may not want that. **We all need to look into possible funding.**

The neighbors need to have input. Brian felt we needed to have a plan in place before talking to the neighbors. Tom Mruz felt that the neighbors needed to have a timeline so they know what to expect. A possible timeline might be a neighborhood meeting in Jan/Feb; with educational meetings before; in spring we need to look at soil amendment, and immediate/future ground cover. Dave felt that if the neighbors were not in on the first meeting they would not be as supportive. Holly noted the neighbors need to have options presented with the approx costs of each. Volunteers from the neighborhood and others will be needed to take care of plantings for at least two years after planting. It was added that maybe a few neighbors could be at the first meeting and then present it to a neighborhood meeting. Mr. Cook, the councilman for their ward needs to be a part of the meetings. **Brian would plan out the phase 4 restoration time line, check with others from the administration and bring back the plan at the next meeting.**

There was a concern that the neighbors don't know enough about invasive species, rain gardens and the complexities that will have to go into the restoration. Maybe some informative educational meetings should be offered first and then discuss the restoration. **Joanne offered to look into getting some flyers/info on invasive species from the invasive species project in Lincoln.** Maybe Jeanine Lackey, Land Stewardship director, Fontenelle Forest would give a presentation. Also Scott Evans and Kathleen Cur from Sarpy Douglas County Extension office might come and talk. Succession, drainage and rain gardens could also be topics presented. There are things people can do in their own yards to help property values. **Don and Deb would get together and check to see if Jeanine would come for a presentation on invasives.**

Dave mentioned that a presentation on what was done in Jewel Park- before and after pictures would be helpful in building good PR. Don said the whole experience at Daniel trail should be documented to guide us in the future as to what steps need to be taken in future tree/storm disasters. It could also be a resource for others that have similar experiences. **Don will contact Stacey Nelson to see if she would help do a film about Daniel Trail. They would document the steps toward the restoration of the trail.**

Winter goals and projects- Daniel Trail will become our winter project and we will develop a tree plan/response plan for Daniel Trail and future tree storm disasters.

Update TOH

TOH kill seems to be effective, but we really won't know until spring. We can retreat in the spring if needed. There are some trees on private property that need to be taken care of such as the Sneclaw family's property. There is a lack of knowledge and understanding by the public.



Tree Board succession-

**Tom Mruz needs to be approved by City Council. Don will let him know the process and what he needs to do.** He will take the rest of Jo Sempek's place on the board. Mary Anna has asked Scott Evans if he might be interested and he seemed positive. We may need up to 4 people next year. In April we will fix the terms so they are more alternate.

**Our next meeting will be Tuesday, Dec. 12 at 10:00am at Goldenrod Park**

Motion to adjourn by Thomas Bentley, it was seconded, all were in favor

Respectfully submitted by Holly Hofreiter

**Agenda for Tuesday, Dec. 12 at 10:00am at Goldenrod Park**

Call meeting to order

Volunteers update hours

Approve Nov. meeting minutes

Parks Update.

**Jeff 's response to getting the taller wire fencing for the new trees**

**We have had a dry spell and the new trees need to be watered before the ground freezes.**

Soil sample results - Jeff's response to Don's email

Daniel Trail –

**Tom Bentley knows Steve and said he would contact him and work with him, city engineers and Brian on solutions to the drainage ditch.**

**Brian would plan out the phase 4 restoration time line, check with others from the administration and bring back the plan at the next meeting.**

**We all need to look into possible funding.**

**Joanne offered to look into getting some flyers/info on invasive species from the invasive species project in Lincoln.**

**Don and Deb would get together and check to see if Jeanine would come for a presentation on invasives.**

**Don will contact Stacey Nelson to see if she would help do a film about Daniel Trail. They would document the steps toward the restoration of the trail.**

Other parks

**Tree Board succession Tom Mruz needs to be approved by City Council. Don will let him know the process and what he needs to do.**

New Business

Next meeting date/agenda set/adjournment



## Bellevue Tree Board minutes Dec 12, 2017

Members Present: Tom Mruz, Holly Hofreiter, Joanne Langabee, Don Preister, Craig Kimball, Todd Addison

Guests: Nancy Scott, Scott Evans

Meeting was called to order. The volunteer hours were passed around and new volunteer hours were recorded. Scott Evans joined us and so we introduced ourselves. Scott has worked at the Sarpy/Douglas County Extension Office for the past four years as a Horticulturist Program Coordinator. He worked at Mulhulls before that for 14 years. B.S. in Biology emphasis in botany, ecology and environmental science, B.S. in Environmental Geology, M.Ag Master of Agriculture, NAA Arborist, ISA Arborist and ISA TRAQ Certified (Tree Risk Assessment Qualified).

Don mentioned that two names needed to be corrected in the Nov. minutes and the motion to approve the October minutes passed unanimously. Joanne motioned to approve the minutes with corrections and Tom Mruz seconded it. The motion passed with Dave Anson and Thomas Bentley voting approval in absence.

### Parks Update- Todd Addison

Brian did not inform Todd about using less expensive wire to make taller and wider barriers around new trees. He said that they would have to make the mulch area wider.

All the new trees planted in the Spring and Fall were watered Monday and would be watered again on Thursday. (Fall-Southern Oaks, Leawood Oaks, Dowding, Stonecroft, Last Year- Everett, Spring-the Log Cabin and Freeman Park) The tree planted at Bryan High School is being watered by the school. Nancy asked about putting a soil additive in soil when planting trees to hold the water and make it available longer. Scott said that he didn't know of any that showed conclusively to help. Mulch was the best to put down to hold in water. Don asked about the water bags and barrels used in the past. **Todd said the barrels were being used and the bags were available. Todd could use the bags now.** Tom asked about the bags freezing. Joanne said there was still time to use them before the weather got colder and they could be put out in the morning and picked up in the late afternoon because they only take about 6 hours to empty. Todd wondered if we would help water new trees next summer. It looked like the crew would have additional work on a new baseball event. He would have to clear the idea and we would have to be trained on driving the truck and using the equipment. There was a positive response to help out. Craig offered to help out with mulching new trees.

Don emailed the soil sample results from American Heroes Park to us. Soil samples from McCann Park and College Heights were not taken. We had wanted soil samples from those parks because all or most of the trees we planted there died. There was an area at Everett Park that three trees had been planted in the same spot and had all died. Joanne only knew that the third one planted there was a relic oak. The other four trees (different species) planted close by were doing well. If we want to plant trees on the north side of Kramer Park we should take some soil samples there because of the coal and sand

deposits. Joanne brought up the point that she didn't know how to interpret the soil reports- Holly agreed. **Scott looked at them briefly and said he would take the results and look at them more closely and report back next meeting.**

Daniel Trail

Todd reported that they have completed tree and branch removal at Daniel Park. They left some trees, etc. on south side of creek. The trail is now open. They tried to leave the creek alone as much as possible. Residents are concerned about flooding. They did remove debris that might restrict flow. They reseeded areas with grass recommended by NRD and added winter wheat to hold the soil. They are keeping an eye on any erosion problems that may come up and will address those issues at the time. Stumps were left for erosion control and more cost effective. Replaced some pipes for drainage. FEMA is more likely to pay for the clean up because they rented equipment. Possibly plant trees in the spring although the care of new trees in the summer is time consuming-it is better to plant them in the fall. He is looking into trail head parking spaces.

Nancy wondered if Todd had any pictures of the clean up that could be used for education. He said he did. Todd said to check with Phil Davidson for more. **Todd will send the photos to Phil.**

Some residents want to plant trees. They would care for them. It was brought up that the species of trees should be approved. Scott was concerned with diversity and trees that are not as hardy and long lived being planted. He felt we should give residents a list of trees to plant. It was brought up that maybe we should list what they should not plant. Craig brought up that planting some trees would be better than none, so maybe we should have three lists – recommended trees, accepted trees and undesirable trees. **Scott will come up with the tree lists to give to the residents. Phil Davidson could put the lists on the link to Daniel Trail.**

Nancy wanted to know about planting sweet grass (*Hierochloe odorata*) on the banks of the drainage area. Todd was not familiar with the plant and was concerned with the planting method and disturbance. There were also safety issues and regulations. It would have to be approved. Nancy asked if the city was planning on mowing the area. Todd responded that they planned on mowing only a few feet on each side of the trail. Holly mentioned that Thomas Bentley and Steve Rodie were meeting with Brian and the engineers to plan for the drainage areas. Thomas has contacted Steve Rodie to consult about planting solutions for drainage ditch at Daniel Trail and hasn't heard back from him. He will contact him again if needed.

Brian was absent and did not give information on the plan for Daniel Trail to Todd. **Brian will contact the tree board about the plan at a later date.**

Possible funding for Daniel Trail- The following ideas were brought up:

Nebraska State Arboretum, NRD, Black Hills Energy, Retree Nebraska, Bellevue Community Foundation, Bellevue Rotary, Bellevue Kewanis, Modern Woodmen, Mutual of Omaha(money and volunteers) Bellevue Chamber of Commerce, Green Bellevue, the community church, community school

organizations, and nurseries may give discounts. Todd asked about Nebraska Environmental Trust. Don said they generally give money to Retree Nebraska and the State Forest. It was asked if there was a limit on the number of trees. Don said he didn't know but the most we had gotten from them was 80 trees. **It was suggested that Karen could check on the grant deadlines and forms so Brian could apply early.** Joanne said the NRD grant deadline was due end of Feb. and the planting needs to be done in the spring. OPPD no longer has grant money for trees.

Joanne looked into flyers/pamphlets from invasive species project in Lincoln. Their flyers had too much information on plants that were not on Daniel Trail. Don had asked Jeanine at Fontenelle Forest and she gave him a flyer on the oak restoration project at Fontenelle. Jeanine said they could not donate the flyers to us. Joanne suggested to just send out information on the plants that were a problem on Daniel Trail. She noted that the Tree of Heaven, garlic mustard and honeysuckle were not on the states noxious weed list. **Joanne offered to come up with a threefold flyer on problem plants that could be sent out and information to e-mail.** Craig said that the flyer would be great for the Earth Day booth. He thought the table would be bigger this year and we would have the space to include it. **Phil Davidson could put the information on the link for Daniel Trail on the cities website.**

Nancy was concerned with the removal of honeysuckle. It is easy to spot now because it is green. There is also the TOH. Schneekloth's are unwilling to cut down the trees on their property. Joanne said that as long as the state didn't consider the tree of heaven a problem it would be hard to get them to cooperate.

Nancy brought up the idea that the neighbors could get together and make common milkweed balls and plant them on the slope on Daniel Trail. Joanne warned that they should not plant them near anyone's yard because they spread by rhizomes and it could be a problem in a few years. It should be approved by Brian. Nancy brought up the fact the seeds need a cold period. Joanne said you could wait to plant them in February.

Scott said the extension office has information on planting for pollinators-the Habitat Certification program. Its purpose is to create more awareness of planting for more than just a few pollinators. Plant a diversity of plants that bloom and have fruit during all three seasons and benefit a large number of pollinators. **We asked Scott if he would give a educational presentation to the neighbors along Daniel Trail and he said he would.**

Nancy talked about putting in understory trees and shrubs. Joanne said you have to be careful what you plant because of the sun and no tree canopy but there are some that will do well.

Joanne mentioned using the tree stumps as bait blocks for the sap feeding butterflies. The top of the stump is cross cut so the bait stays put.

The boy scouts and girl scouts may be a source of volunteer help with planting when the time comes.

Don contacted Stacey Nelson about filming Daniel Trail progress and she said she would.

## Other Parks-

Todd said they continue to trim and cut trees at the different parks as they have time from other more pressing responsibilities. They took down many trees at Aspen Park that were dead or a safety concern. Perhaps the tree board could consult the disc golf club to see if they want to close in the area with more trees to make it more challenging. Joanne asked if there were any other disc golf courses at other parks. Todd said no but they were going to put one in at Jewel Park but the neighbors complained. They didn't want the mountain bike trails at Jewel Park either but they were already established.

## Tree City USA application

Todd asked if the expense of Daniel Trail clean up was eligible to report. The city finance Department thought that since FEMA was paying for it could not be added. Todd contacted Justin Everett and Justin said to count all of it. Don felt that that all the work we do is paid by other sources and all is eligible for the report. Todd mentioned that the city had received help with Daniel Trail from NRD and Sarpy County.

**The Tree City USA application needs to be in by end of Dec. Mary Anna will send volunteer hours to Todd – Holly will get the hours recorded today to Mary Anna. Joanne and Nancy have pictures of the tree planting in Sept./April and should send them to Todd. Sabrina has copies of last year's report.**

## Board Succession

Tom Mruz has been approved by the city council. Welcome Tom!!!! Scott Evans would like to join the board to take Mary Anna's place. **Joanne offered to record the volunteer hours if Mary Anna will give her the spread sheet. Don will submit the request and Scott's resume to the city council in January for their approval and on the second meeting in January they will vote on it.**

**Annual Report for the city council is due soon and will be presented to the council the second week in February. Holly needs to get copies of all the minutes of the year to Don.**

The next meeting will be Tues., January 9 at 10:00 am at the Parks Department Office at Goldenrod Park.

Meeting was adjourned.

## **Agenda Jan. 9<sup>th</sup>**

Call Meeting to Order

Volunteer hours recorded

Dec. Minutes approved

Old Business

Parks update

**Brian-Jeff's** response to putting larger wire fencing around new trees.

**Brian-New Tree** watering

**Scott** – Soil Test Results American Heroes Park

Additional information on parks

**Brian's** phase 4 restoration time line Daniel Trail

Realistic goals for Daniel Trail

Discussion on plants used in restoration

Updates on grants

**Joanne** - Invasive species flyer/information Daniel Trail

**Scott** – Tree Lists for Daniel Trail neighbors and Phil Davidson

**Don/ Deb** - Educational presentations to Daniel Trail Neighbors-Jeanine Lackey/Scott Evans

**Brian/ Todd**-Tree City USA report

**Don** – Tree Board report for City Council

New Business

**Craig** - Bellevue annual tree talks with Bellevue Tree Board

TOH plan for 2018

Next Meeting Date/agenda set/ adjournment







## City of Bellevue

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3000

**March 23, 2018**

**From: Rich Severson, Finance Director, City of Bellevue**

**RE: Audit Finding 2017-001 Corrective Action Plan**

The Independent Auditor's Report on the financial statements, as of and for the year ended September 30, 2017, identified a control weakness in its Schedule of Findings. The condition indicated that the preparation of the City's financial statements required the auditor's assistance and proposed adjusting journal entries for proper financial statement presentation. The effect was that auditor assistance was necessary for proper financial statement preparation.

The City agrees with the condition and will provide for the following corrective plan of action:

The City finance department will continue to focus on identifying and implementing policies, procedures, and controls that will improve the financial reporting process. Staff training will continue to be a focus in order to ensure the financial statements are prepared in accordance with Generally Accepted Accounting Principles and guidance promulgated by the Government Accounting Standards Board. The accounting systems have been enhanced and staff has been trained on how to use the system to provide the needed accounting information. That said, the City will continue to depend on its auditor to provide detailed technical support and documentation for new accounting standards and guidance.

The anticipated completion date is September 30, 2018.

The contact in charge of the plan: Rich Severson, Finance Director, City of Bellevue

Draft  
3/26/2018

**City of Bellevue, Nebraska**

Independent Auditor's Reports and Financial Statements

September 30, 2017



City of Bellevue, Nebraska  
September 30, 2017

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## **Independent Auditor's Report**

The Honorable Mayor and Members of the City Council  
City of Bellevue, Nebraska

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Bellevue, Nebraska (the "City"), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Bellevue, Nebraska, as of September 30, 2017, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison information for the General Fund and the Community Betterment Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Matters***

***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, pension and other postemployment benefit information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying schedule of expenditures of federal awards required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we also have issued our report dated March \_\_, 2018, on our consideration of the City's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Omaha, Nebraska  
March \_\_, 2018

## MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the City of Bellevue, Nebraska (the City) offers the readers of the City's financial statements this narrative overview and a brief analysis of the financial activities of the City for the fiscal year ended September 30, 2017. The City's financial performance is discussed and analyzed within the context of the accompanying financial statements and notes to the financial statements.

### **FINANCIAL HIGHLIGHTS**

- The City *increased* total assets and *decreased* liabilities over the prior year.
- The City's total net position *increased* by \$3,656,817 from the prior year. The net position is the net assets and deferred outflows of the City less its liabilities on the full accrual basis of accounting and totaled \$59,304,429 at September 30, 2017. Both governmental and business-type (Waste water utility) activities increased.
- The City's total long-term debt *decreased* by \$2,565,658 (5%) to \$51,595,000 during the current fiscal year. The City refinanced \$6,170,000 (refunding bonds) in the current year for a net present value savings of \$456,646.
- The City's total governmental fund balance, as reported on the modified accrual basis of accounting, was \$17,702,738 as of September 30, 2017. That amount *decreased* \$3,737,917 from the prior year, however, \$6,849,094, 39% of the total, is unassigned and available to fund City operations. That amount accounts for 14% of general fund expenditures.
- While the financials progressed in a positive way, the City enhanced parks and recreation, improved streets and started the process of revitalizing Olde Towne by renovating a building on the City campus site to be used as City Hall:
  - Added amenities to American Heroes Park
  - Renovated Cascio and Gilbert swimming pools
  - Overlaid several miles of streets
  - Began remodeling 1500 Wall Street for City Hall

### **OVERVIEW OF THE FINANCIAL STATEMENTS**

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements include: (1) government-wide financial statements presented on a full accrual basis, (2) fund financial statements presented on a modified accrual basis, and (3) notes to the financial statements.

### **GOVERNMENT-WIDE FINANCIAL STATEMENTS**

The City's government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to private-sector business. Information for fiscal years 2015 and prior has not been restated for adoption of GASB 75.

The *Statement of Net Position* presents information on all of the City's assets, deferred outflows of resources, and liabilities with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

**City of Bellevue  
Government-Wide Net Position Trend  
September 30, 2013-2017**

	2013	2014	2015	2016	2017
Total net position	\$ 65,521,046	\$ 61,661,547	\$ 57,307,228	\$ 55,647,612	\$ 59,304,429

The *Statement of Activities* presents information showing how the City's net position changed during the year ended September 30, 2017. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned, but unused vacation leave).

Government-wide financial statements distinguish governmental activities of the City that are principally supported by taxes and intergovernmental revenues from business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges. Governmental activities include general government, public safety, streets and highways, planning and zoning, economic and community development, parks and recreation, the library, the cemetery, permits and inspections, transportation services, engineering, and fleet management. Business-type activities include the City's waste water utility.

The government-wide financial statements can be found on pages 14-15 of this report.

**FUND FINANCIAL STATEMENTS**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into governmental funds and proprietary funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements. For September 30, 2017, governmental fund assets were \$17 million more than liabilities and deferred inflows of resources (fund balance), including \$6,849,094 of unassigned fund balance, indicating the ability to adequately fund the current operating cycle.



Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. To that end, both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide reconciliations to governmental funds and governmental activities on pages 17 and 19, respectively, of this report.

The City maintained eight individual governmental funds during the fiscal year. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General fund, the Community Betterment fund, and the Debt Service fund, which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. The non-major funds are Community Development, Economic Development, Law Enforcement Trust, Federal Forfeitures and Business Improvement Districts (liquidated during the fiscal year).

The City adopted an appropriated budget for 2016-2017. A budgetary comparison statement has been provided for the General and Community Betterment major funds to demonstrate compliance with the portion of the budget related to FY 2017.

The basic governmental fund financial statements can be found on pages 16-19 of this report.

Proprietary funds are reported in the fund financial statements and generally report services for which the City charges customers a fee. There are two kinds of proprietary funds. *Enterprise funds* are used to report the same functions presented as business-type activities in the government-wide statements. The city uses an enterprise fund to account for its waste water utility.

The basic proprietary fund financial statements can be found on pages 22-24 of this report.

#### NOTES TO THE FINANCIAL STATEMENTS

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements. The notes to the financial statements can be found on pages 25-58 of this report.

#### OTHER INFORMATION

In addition to the basic financial statements and accompanying notes, this report also presents (1) certain required supplementary information concerning the City's progress in funding its obligation to provide pension benefits to its police employees, and to provide other postemployment benefits to all full-time employees (found on pages 59-61 of this report), (2) supplementary information reporting the schedule of expenditures of federal awards (found on page 62 of this report).

## GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets exceeded liabilities by \$59,304,429 at September 30, 2017.

The City's investment in capital assets (e.g. land, buildings, improvements, infrastructure, and machinery and equipment), less any related debt used to acquire those assets that is still outstanding, was \$48,690,748 at September 30, 2017 (82% of City's net position). The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

**City of Bellevue  
Condensed Statement of Net Position  
September 30, 2017 and 2016**

	Governmental Activities		Business-Type Activities		Total	
	2017	2016	2017	2016	2017	2016
Current and other assets	\$ 23,479,470	\$ 26,470,272	\$ 2,831,998	\$ 2,120,184	\$ 26,311,468	\$ 28,590,456
Capital assets	92,716,666	87,777,571	9,018,251	9,643,556	101,734,917	97,421,127
Total assets	<u>116,196,136</u>	<u>114,247,843</u>	<u>11,850,249</u>	<u>11,763,740</u>	<u>128,046,385</u>	<u>126,011,583</u>
Deferred Outflows of Resources	2,774,892	3,032,816	22,888	24,662	2,797,780	3,057,478
Long-term liabilities outstanding	55,150,418	57,850,849	2,771,498	2,919,822	57,921,916	60,770,671
Current liabilities	11,992,628	11,182,462	1,625,192	1,468,316	13,617,820	12,650,778
Total liabilities	<u>67,143,046</u>	<u>69,033,311</u>	<u>4,396,690</u>	<u>4,388,138</u>	<u>71,539,736</u>	<u>73,421,449</u>
Net Position:						
Net investment in capital assets	42,487,893	35,678,704	6,202,855	6,636,127	48,690,748	42,314,831
Restricted	10,555,261	12,243,678	-	-	10,555,261	12,243,678
Unrestricted	(1,215,172)	324,966	1,273,592	764,137	58,420	1,089,103
Total net position	<u>\$ 51,827,982</u>	<u>\$ 48,247,348</u>	<u>\$ 7,476,447</u>	<u>\$ 7,400,264</u>	<u>\$ 59,304,429</u>	<u>\$ 55,647,612</u>

At September 30, 2017, \$10,555,261 (20% of City net position) represents resources that are subject to external restrictions on their use. The City's governmental activities unrestricted net position of (\$1,215,172) was caused by unfunded pension liabilities. These are long-term liabilities that are funded as they occur. The City believes it will have sufficient cash-on-hand to fund the liabilities as they come due.

**City of Bellevue**  
**Condensed Statement of Activities**  
**For the Years Ended September 30, 2017 and 2016**

	Governmental Activities		Business-Type Activities		Total	
	2017	2016	2017	2016	2017	2016
Program Revenues:						
Charges for services	\$ 8,887,987	\$ 8,277,837	\$ 7,353,053	\$ 6,256,498	\$ 16,241,040	\$ 14,534,335
Operating grants and contributions	6,112,925	5,606,366	-	-	6,112,925	5,606,366
Capital grants and contributions	3,138,683	383,502	-	-	3,138,683	383,502
General Revenues:						
Property taxes	18,996,341	18,068,909	-	-	18,996,341	18,068,909
In-lieu of taxes	2,595,708	2,398,596	-	-	2,595,708	2,398,596
Sales and use taxes	10,806,642	10,651,868	-	-	10,806,642	10,651,868
Occupation taxes	1,680,027	1,648,971	-	-	1,680,027	1,648,971
State aid	1,218,257	997,867	-	-	1,218,257	997,867
Unrestricted investment earnings	51,519	132,857	-	-	51,519	132,857
Miscellaneous general revenues	468,768	49,558	11,781	-	480,549	49,558
Total Revenues	<u>53,956,857</u>	<u>48,216,331</u>	<u>7,364,834</u>	<u>6,256,498</u>	<u>61,321,691</u>	<u>54,472,829</u>
Program Expenses:						
General government	6,299,009	5,407,911	-	-	6,299,009	5,407,911
Public safety	21,782,156	20,701,788	-	-	21,782,156	20,701,788
Community development	2,360,034	2,177,004	-	-	2,360,034	2,177,004
Public works	18,110,900	18,163,300	-	-	18,110,900	18,163,300
Interest on long-term debt	1,824,124	1,653,734	-	-	1,824,124	1,653,734
Waste water	-	-	7,288,651	6,534,763	7,288,651	6,534,763
Total Expenses	<u>50,376,223</u>	<u>48,103,737</u>	<u>7,288,651</u>	<u>6,534,763</u>	<u>57,664,874</u>	<u>54,638,500</u>
Changes in Net Position	3,580,634	112,594	76,183	(278,265)	3,656,817	(165,671)
Net Position - Beginning Before Restatement	48,247,348	49,554,040	7,400,264	7,753,188	55,647,612	57,307,228
Adjustment for Implementation of GASB 75	-	(1,419,286)	-	(74,659)	-	(1,493,945)
Net Position - Beginning After Restatement	48,247,348	48,134,754	7,400,264	7,678,529	55,647,612	55,813,283
Net Position - Ending	<u>\$ 51,827,982</u>	<u>\$ 48,247,348</u>	<u>\$ 7,476,447</u>	<u>\$ 7,400,264</u>	<u>\$ 59,304,429</u>	<u>\$ 55,647,612</u>

## GOVERNMENTAL ACTIVITIES

As previously stated, the *Statement of Activities* presents information showing how the City's net position changed during the year. Activities as described in this section are reported on the full accrual basis, such that all changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned, but unused vacation leave).

Governmental activities increased the City's net position by \$3,580,634. An increase in revenues of \$5,740,526 (12%) was offset by an increase in expenses of \$2,159,892 (5%).

Key elements impacting the increase in revenues were as follows:

- Program revenues increased by \$3,871,890 largely due to an increase in capital grants and contributions of \$2,755,181 primarily due to property received for the Eastern Sarpy County District 4 Fire Station.
- General revenues increased by \$1,868,636 primarily due to increased sales and use tax revenues of \$154,774, property taxes of \$927,432, and state aid of \$220,390. All other revenue increased by \$566,040.

**City of Bellevue  
Revenues by Source - Governmental Activities  
For the Years Ended September 30, 2017 and 2016**

	2017		2016	
Program Revenues:				
Charges for services	\$ 8,887,987	16.5 %	\$ 8,277,837	17.2 %
Operating grants and contributions	6,112,925	11.3	5,606,366	11.6
Capital grants and contributions	3,138,683	5.8	383,502	0.8
General Revenues:				
Property taxes	18,996,341	35.2	18,068,909	37.5
In-lieu of taxes	2,595,708	4.8	2,398,596	5.0
Sales and use taxes	10,806,642	20.0	10,651,868	22.0
Occupation taxes	1,680,027	3.1	1,648,971	3.4
State aid	1,218,257	2.3	997,867	2.1
Unrestricted investment earnings	51,519	0.1	132,857	0.3
Miscellaneous general revenues	468,768	0.9	49,558	0.1
Total	<u>\$ 53,956,857</u>	<u>100.0 %</u>	<u>\$ 48,216,331</u>	<u>100.0 %</u>

## BUSINESS-TYPE ACTIVITIES

Business-type activities *increased* the City's net position by \$76,183. These activities are related to the City-owned waste water utility. Contractual service fees paid to the City of Omaha for waste water utility services totaled \$4,938,732 (69%) of the total program expenses.

## FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

### GOVERNMENTAL FUNDS

Governmental fund financial statements are reported on the modified accrual basis, with the focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary spending at the end of the fiscal year.

**City of Bellevue  
Unassigned Governmental Fund Balance Trend  
September 30, 2015-2017**

	2015	2016	2017
Unassigned fund balance	\$ 5,139,456	\$ 8,850,289	\$ 6,849,094

At the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$17,702,738, a decrease of \$3,737,917 in comparison with the prior year. Of this total amount, \$6,849,094 (39%) constitutes unassigned fund balance, which is available for spending at the City's discretion. The remainder of fund balance is not available for new spending because it is (1) restricted for debt service \$5,800,644, (2) restricted for community betterment \$4,530,917, (3) restricted for community development \$183,316, (4) restricted for public safety \$40,384, (5) committed for community cable \$49,990, (6) nonspendable inventory \$229,542 or (7) nonspendable prepaid expenses \$18,851.

The General Fund is the primary operating fund of the City. At September 30, 2017, the unassigned fund balance of the General Fund was \$6,849,094, while total fund balance was \$7,147,477. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 14% of total general fund expenditures.

The fund balance of the City's General Fund decreased by \$2,059,225 during 2017. This decrease was primarily due to fronting major project expenditures and only issuing bonds after completion of the project – saving interest and using low-interest yielding funds effectively.

The Community Betterment Fund had a total fund balance of \$4,530,917, a decrease of \$1,033,965 in comparison to the prior year. Total revenue from the City's lottery operations and associated investment income was \$781,570. Qualified community betterment spending was \$1,815,535 in the current year. This included funding of swimming pool renovation of \$1,000,000.

The Debt Service Fund had a total fund balance of \$5,800,644, a decrease of \$616,007 in comparison to the prior year. Bond and loan proceeds of \$8,395,000 and fund revenues of \$5,810,917, primarily due to property taxes, were offset by \$14,821,924 of expenditures primarily due to debt service payments and refundings.

**PROPRIETARY FUND**

The City's proprietary fund provides the same type of information found in the government-wide financial statements except that it is related to Waste water operations. Unrestricted net position of the Waste water enterprise fund amounted to \$1,273,592 at September 30, 2017.

**GENERAL FUND BUDGETARY HIGHLIGHTS**

**REVENUES**

Total General Fund revenues were \$850,097 (2%) favorable to the budgeted revenues of \$42,005,377 primarily due to:

- Higher fee receipts than anticipated.
- Higher fire rescue fees.
- Beardmore Event Center of Bellevue naming rights.

**EXPENDITURES**

Total General Fund expenditures were \$15,302,053 (24%) favorable to budgeted expenditures of \$64,046,905 primarily due to:

- Aquatics project deferred.
- Pool renovations delayed.
- Street improvements moved to the next fiscal year.

**OTHER FINANCING SOURCES**

Total General Fund other financing sources were \$16,416,749 (79%) favorable to budget other financing sources of \$20,691,806 primarily due to:

- Bonds not issued for aquatics project, pool renovations, Wall Street City Hall and street improvements (see related projects in expenditures above).

**CAPITAL EXPENDITURES AND DEBT ADMINISTRATION**

**CAPITAL ASSETS**

The City's investment in capital assets for its governmental and business-type activities as of September 30, 2017, was \$101,734,917 (net of accumulated depreciation), an *increase* of \$4,313,790 (4%). This investment in capital assets included streets and highways, bridges, buildings, machinery and equipment, parks, waste water facilities and lines, automobiles and recreation facilities.

**City of Bellevue**  
**Capital Assets (net of depreciation)**  
**September 30, 2017 and 2016**

	Governmental Activities		Business-Type Activities		Total	
	2017	2016	2017	2016	2017	2016
Land	\$ 13,854,971	\$ 13,095,500	\$ -	\$ -	\$ 13,854,971	\$ 13,095,500
Buildings and equipment	25,505,991	24,965,951	8,693,353	374,388	34,199,344	25,340,339
Machinery and equipment	2,936,099	3,471,632	-	-	2,936,099	3,471,632
Infrastructure	43,195,072	42,227,192	-	-	43,195,072	42,227,192
Plant and distribution lines	-	-	324,898	9,176,826	324,898	9,176,826
Vehicles	2,122,429	2,405,199	-	-	2,122,429	2,405,199
Construction in progress	5,102,104	1,612,097	-	92,342	5,102,104	1,704,439
Total	<u>\$ 92,716,666</u>	<u>\$ 87,777,571</u>	<u>\$ 9,018,251</u>	<u>\$ 9,643,556</u>	<u>\$ 101,734,917</u>	<u>\$ 97,421,127</u>

Major capital asset events during the fiscal year included the following:

Significant acquisitions or improvements placed in service during the current year at their installed values:

- District 4 Fire Station - \$2,300,000 (acquisition value of property conveyed)
- American Heroes Park - \$1,024,277
- Harlan Bridge - \$817,566
- Vehicles - \$443,254
- Everett Park splash pad - \$264,848
- Cemetery Road - \$260,726
- Sidewalks - 36<sup>th</sup> to 42<sup>nd</sup> - \$200,531
- Four Bridges Rehab - \$158,500
- Library Roof- \$134,175
- Information System Servers and Equipment - \$123,164

Significant additions to Construction in Progress for continuing projects, with the current year expenditures:

- Cascio & Gilbert Swimming Pools - \$2,274,136
- Beardmore Event Center of Bellevue - \$1,840,021

Additional information on the City's capital assets can be found in Note 8 of the notes to the financial statements on pages 36-37 of this report.

The City's expenditures also included items that were significant but did not meet the criteria for capitalization, as follows:

- Overlays and bridge repairs - \$1,702,267
- Bellevue Event Center furnishings and other costs - \$251,096
- Motorola radios - \$192,877

These expenditures represent an investment in facilities and equipment that are reflected in current year expenses.

### LONG-TERM DEBT

At the end of the current fiscal year, the City had total bonded debt outstanding of \$47,650,000. Of this amount, \$32,630,000 comprises debt backed by the full faith and credit of the City. The remainder of the City's debt represents bonds secured solely by specified revenue sources (i.e., revenue bonds).

**City of Bellevue  
Outstanding Long-Term Debt  
September 30, 2017 and 2016**

	Governmental Activities		Business-Type Activities		Total	
	2017	2016	2017	2016	2017	2016
General obligation bonds	\$ 32,630,000	\$ 36,135,000	\$ -	\$ -	\$ 32,630,000	\$ 36,135,000
Anticipation notes	11,615,000	9,830,000	-	-	11,615,000	9,830,000
Redevelopment revenue bonds	3,405,000	3,600,000	-	-	3,405,000	3,600,000
Notes payable	-	-	2,815,396	2,970,429	2,815,396	2,970,429
Capital lease obligations	1,129,604	1,625,229	-	-	1,129,604	1,625,229
Total	<u>\$ 48,779,604</u>	<u>\$ 51,190,229</u>	<u>\$ 2,815,396</u>	<u>\$ 2,970,429</u>	<u>\$ 51,595,000</u>	<u>\$ 54,160,658</u>

### ECONOMIC FACTORS AND FUTURE BUDGETS AND RATES

The budget for 2017-2018 was approved in September 2017 by the City of Bellevue. The key economic factors expected to impact future budgets and rates are:

- The tax levy remained at .610000 per \$100 of valuation for taxes due December 31, 2016. The property valuation increased \$115,511,993 (4%) from \$2,727,840,979 to \$2,843,352,972. This resulted in an estimated increase in property tax proceeds of \$704,623 during the 2016-17 fiscal year. The property valuation increased again for taxes due December 31, 2017 from \$2,843,352,972 to \$2,985,416,584. This increase of \$142,063,612 (5%) is estimated to increase property tax collections by \$866,588 for the fiscal year ending 2018.
- The transition of firefighter staff from volunteer to part-time to full-time was a contributing factor in past increases in the tax levy. The City currently is receiving funding from the Assistance to Firefighters grant that paid the wages and benefits of additional full-time firefighters. In August 2016, the City was awarded an additional Assistance to Firefighter grant for \$1.9 million that will pay the wages and benefits of twelve additional full-time firefighters for the two years ending December 2018.

All these factors, except where noted, were considered in preparing the City's budget for the 2017-18 fiscal year.



**REQUESTS FOR INFORMATION**

This financial report is designed to provide a general overview of the City of Bellevue's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Bellevue, Finance Director, 1500 Wall Street, Bellevue, Nebraska 68005.

**City of Bellevue, Nebraska**  
**Statement of Net Position**  
**September 30, 2017**

	<b>Governmental Activities</b>	<b>Business-type Activities</b>	<b>Total</b>
<b>Assets</b>			
Cash and cash equivalents	\$ 17,308,729	\$ 2,236,192	\$ 19,544,921
Receivables, net	1,788,604	595,806	2,384,410
Due from other governments, net	4,069,210	-	4,069,210
Inventories	229,542	-	229,542
Prepaid expenses	18,851	-	18,851
Other assets	64,534	-	64,534
Capital assets			
Non-depreciable	18,957,075	-	18,957,075
Depreciable, net	73,759,591	9,018,251	82,777,842
Total assets	116,196,136	11,850,249	128,046,385
<b>Deferred Outflows of Resources</b>			
Deferred loss on refunded debt	107,219	-	107,219
Deferred outflows on pension	1,546,185	-	1,546,185
Deferred outflows on OPEB	1,121,488	22,888	1,144,376
	2,774,892	22,888	2,797,780
<b>Liabilities</b>			
Accounts payable and accrued expenses	3,873,070	1,391,050	5,264,120
Interest payable	463,824	32,846	496,670
Compensated absences			
Payable within one year	2,300,000	40,000	2,340,000
Payable in more than one year	2,865,790	42,114	2,907,904
Claims and judgments	240,727	-	240,727
Unearned revenue	265,728	-	265,728
Other long-term liabilities			
Payable within one year	16,457	-	16,457
Payable in more than one year	2,575,323	-	2,575,323
Pension and other postemployment benefits			
Payable in more than one year	5,762,523	75,284	5,837,807
Long-term debt, net			
Payable within one year	4,832,822	161,296	4,994,118
Payable in more than one year	43,946,782	2,654,100	46,600,882
Total liabilities	67,143,046	4,396,690	71,539,736
<b>Net Position</b>			
Net investment in capital assets	42,487,893	6,202,855	48,690,748
Restricted			
Debt service	5,800,644	-	5,800,644
Community betterment	4,530,917	-	4,530,917
Community development	183,316	-	183,316
Public safety	40,384	-	40,384
Unrestricted	(1,215,172)	1,273,592	58,420
Total net position	\$ 51,827,982	\$ 7,476,447	\$ 59,304,429

Draft  
3/26/2018

City of Bellevue, Nebraska  
Statement of Activities  
Year Ended September 30, 2017

	Expenses	Program Revenues			Net Revenues (Expenses) and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
<b>Functions/Programs</b>							
<b>Governmental Activities</b>							
General government	\$ 6,299,009	\$ 1,908,771	\$ 177,346	\$ 307,419	\$ (3,905,473)	\$ -	\$ (3,905,473)
Public safety	21,782,156	2,454,451	1,224,052	2,300,000	(15,803,653)	-	(15,803,653)
Community development	2,360,034	777,685	-	-	(1,582,349)	-	(1,582,349)
Public works	18,110,900	3,747,080	4,711,527	531,264	(9,121,029)	-	(9,121,029)
Interest on long-term debt	1,824,124	-	-	-	(1,824,124)	-	(1,824,124)
Total governmental activities	50,376,223	8,887,987	6,112,925	3,138,683	(32,236,628)	-	(32,236,628)
<b>Business-Type Activities</b>							
Waste water	7,288,651	7,353,053	-	-	-	64,402	64,402
Total business-type activities	7,288,651	7,353,053	-	-	-	64,402	64,402
Total primary government	\$ 57,664,874	\$ 16,241,040	\$ 6,112,925	\$ 3,138,683	(32,236,628)	64,402	(32,172,226)
		<b>General Revenues</b>					
					18,996,341	-	18,996,341
					2,595,708	-	2,595,708
					10,806,642	-	10,806,642
					1,680,027	-	1,680,027
					1,218,257	-	1,218,257
					51,519	-	51,519
					468,768	11,781	480,549
					35,817,262	11,781	35,829,043
					3,580,634	76,183	3,656,817
					48,247,348	7,400,264	55,647,612
					\$ 51,827,982	\$ 7,476,447	\$ 59,304,429

**City of Bellevue, Nebraska**  
**Balance Sheet**  
**Governmental Funds**  
**September 30, 2017**

	<b>General Fund</b>	<b>Community Betterment Fund</b>	<b>Debt Service Fund</b>	<b>Other Governmental Funds</b>	<b>Total</b>
<b>Assets</b>					
Cash and cash equivalents	\$ 6,644,460	\$ 4,565,794	\$ 5,765,340	\$ 333,135	\$ 17,308,729
Receivables, net	1,146,155	67,076	513,348	62,025	1,788,604
Due from other governments	4,035,415	-	-	33,795	4,069,210
Inventories	229,542	-	-	-	229,542
Prepaid expenses	18,851	-	-	-	18,851
Due from other funds	19,802	24,295	-	-	44,097
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total assets	<u>\$ 12,094,225</u>	<u>\$ 4,657,165</u>	<u>\$ 6,278,688</u>	<u>\$ 428,955</u>	<u>\$ 23,459,033</u>
<b>Liabilities</b>					
Accounts payable and accrued expenses	\$ 3,280,486	\$ 126,248	\$ 16,111	\$ 23,842	\$ 3,446,687
Due to other funds	-	-	-	44,097	44,097
Claims payable	29,397	-	-	-	29,397
Unearned revenue	128,412	-	-	137,316	265,728
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total liabilities	<u>3,438,295</u>	<u>126,248</u>	<u>16,111</u>	<u>205,255</u>	<u>3,785,909</u>
<b>Deferred Inflows of Resources</b>					
Unavailable revenues	<u>1,508,453</u>	<u>-</u>	<u>461,933</u>	<u>-</u>	<u>1,970,386</u>
<b>Fund Balances</b>					
Nonspendable					
Inventory	229,542	-	-	-	229,542
Prepaid expenses	18,851	-	-	-	18,851
Restricted for					
Debt service	-	-	5,800,644	-	5,800,644
Community betterment	-	4,530,917	-	-	4,530,917
Community development	-	-	-	183,316	183,316
Public safety	-	-	-	40,384	40,384
Committed to					
Community cable	49,990	-	-	-	49,990
Unassigned	<u>6,849,094</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,849,094</u>
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total fund balances	<u>7,147,477</u>	<u>4,530,917</u>	<u>5,800,644</u>	<u>223,700</u>	<u>17,702,738</u>
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total liabilities and fund balances	<u>\$ 12,094,225</u>	<u>\$ 4,657,165</u>	<u>\$ 6,278,688</u>	<u>\$ 428,955</u>	<u>\$ 23,459,033</u>

**City of Bellevue, Nebraska**  
**Reconciliation of the Balance Sheet**  
**of Governmental Funds to the**  
**Statement of Net Position**  
**September 30, 2017**

Amounts reported for governmental activities in the statement of net position are different because:

Total fund balances of governmental funds.	\$ 17,702,738
Capital assets used in governmental activities are not financial resources and, therefore, not reported in the funds.	92,716,666
Deposits used in governmental activities and are not financial resources and, therefore, not reported in funds.	64,534
Deferred inflows of resources for unavailable revenues are not available to pay current period expenditures and, therefore, not recognized in the funds.	1,970,386
A portion of the accrued claims and judgments liability requires the use of unavailable financial resources and, therefore, is not reported in the funds.	(211,330)
Deferred outflows of resources relating to OPEB and pension are not current financial resources, and, therefore, are not reported in the funds.	2,667,673
Deferred outflows of resources related loss on refunded debt are not current financial resources, and, therefore, are not reported in the funds.	107,219
Long-term liabilities, including bonds and leases payable and related interest, are not due and payable in the current period and, therefore, not reported in the funds.	(49,243,428)
Other long-term liabilities are not due and payable in the current period and, therefore, not reported in the funds. Amount includes \$426,383 of accounts payable that will not be liquidated with currently available funds.	<u>(13,946,476)</u>
Net position of governmental activities	<u><u>\$ 51,827,982</u></u>

**City of Bellevue, Nebraska**  
**Statement of Revenues, Expenditures and**  
**Changes in Fund Balances – Governmental Funds**  
**Year Ended September 30, 2017**

	General Fund	Community Betterment Fund	Debt Service Fund	Other Governmental Funds	Total
<b>Revenues</b>					
Property tax	13,552,365	\$ -	\$ 5,326,230	\$ -	\$ 18,878,595
In-lieu of tax	1,725,401	-	202,639	-	1,928,040
Sales and use tax	10,806,642	-	-	-	10,806,642
Occupation tax	1,508,708	-	-	-	1,508,708
Permits and licenses	1,257,772	-	-	-	1,257,772
Fees	1,733,170	-	-	-	1,733,170
Charges for services	3,419,064	-	-	-	3,419,064
Intergovernmental	9,142,572	-	14,647	349,531	9,506,750
Investment income	41,786	3,885	16,838	1,511	64,020
Lottery	-	777,685	-	-	777,685
Special assessments	-	-	136,195	-	136,195
Reimbursements	118,227	-	-	-	118,227
Miscellaneous	460,788	-	114,368	-	575,156
<b>Total revenues</b>	<b>43,766,495</b>	<b>781,570</b>	<b>5,810,917</b>	<b>351,042</b>	<b>50,710,024</b>
<b>Expenditures</b>					
Current					
General government	5,540,554	-	75,364	-	5,615,918
Public safety	20,244,918	-	-	38,420	20,283,338
Community development	1,782,592	249,233	-	341,342	2,373,167
Public works	12,008,073	-	-	-	12,008,073
Capital outlay	10,123,965	-	-	-	10,123,965
Debt service					
Capital lease obligations	648,427	-	-	-	648,427
Bond principal retirement	-	-	3,605,000	-	3,605,000
Bond issue costs	-	-	101,773	-	101,773
Interest and fiscal charges	38,702	-	1,492,380	-	1,531,082
<b>Total expenditures</b>	<b>50,387,231</b>	<b>249,233</b>	<b>5,274,517</b>	<b>379,762</b>	<b>56,290,743</b>
<b>Excess (Deficiency) Of Revenues Over (Under) Expenditures</b>	<b>(6,620,736)</b>	<b>532,337</b>	<b>536,400</b>	<b>(28,720)</b>	<b>(5,580,719)</b>
<b>Other Financing Sources (Uses)</b>					
Refunding bonds issued	-	-	6,170,000	-	6,170,000
Bond and loan proceeds	-	-	2,225,000	-	2,225,000
Payment to refunded bond escrow agent	-	-	(6,705,000)	-	(6,705,000)
Capital lease proceeds	152,802	-	-	-	152,802
Transfers in (out), net	4,408,709	(1,566,302)	(2,842,407)	-	-
<b>Total other financing sources (uses)</b>	<b>4,561,511</b>	<b>(1,566,302)</b>	<b>(1,152,407)</b>	<b>-</b>	<b>1,842,802</b>
<b>Change in Fund Balances</b>	<b>(2,059,225)</b>	<b>(1,033,965)</b>	<b>(616,007)</b>	<b>(28,720)</b>	<b>(3,737,917)</b>
<b>Fund Balances - Beginning of Year</b>	<b>9,206,702</b>	<b>5,564,882</b>	<b>6,416,651</b>	<b>252,420</b>	<b>21,440,655</b>
<b>Fund Balances - End of Year</b>	<b>\$ 7,147,477</b>	<b>\$ 4,530,917</b>	<b>\$ 5,800,644</b>	<b>\$ 223,700</b>	<b>\$ 17,702,738</b>

**City of Bellevue, Nebraska**  
**Reconciliation of the Statement of Revenues, Expenditures and**  
**Changes in Fund Balances of Governmental Funds**  
**to the Statement of Activities**  
**Year Ended September 30, 2017**

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds	\$ (3,737,917)
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. This is the amount by which capital outlays exceeded depreciation expense in the current period.	2,661,340
Proceeds reported from the sale of assets are reported as revenues at the fund level. However, only the difference between proceeds and the carrying value of the assets is reported as gain/loss in the statement of activities.	(22,245)
The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.	2,142,796
Certain expenses (e.g. compensated absences and claims and judgments) reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	(668,809)
Changes in net pension and total OPEB liability and deferred outflows related to total pension and total OPEB liability do not represent financial activity in the governmental funds.	(46,912)
Amortization of deferred amounts on refunding does not represent financial activity in the governmental funds.	(97,458)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds and change in revenues in fund statements previously recognized in the statement of activities.	<u>3,349,839</u>
Change in net position of governmental activities	<u><u>\$ 3,580,634</u></u>

**City of Bellevue, Nebraska**  
**Statement of Revenues, Expenditures and Changes in Fund Balance –**  
**Budget and Actual (Budget Basis)**  
**General Fund**  
**Year Ended September 30, 2017**

	<b>Budgeted Amount</b>			<b>Variance With Final Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>	<b>Actual</b>	
<b>Revenues</b>				
Property tax	\$ 14,481,793	\$ 14,481,793	\$ 14,450,843	\$ (30,950)
In-lieu of tax	2,622,363	2,622,363	2,528,469	(93,894)
Sales tax	10,601,893	10,601,893	10,627,751	25,858
Permits, fees and licenses	7,241,888	7,241,888	8,327,941	1,086,053
Intergovernmental	6,171,133	6,171,133	5,855,915	(315,218)
Miscellaneous and reimbursements	886,307	886,307	1,064,555	178,248
Total revenues	<u>42,005,377</u>	<u>42,005,377</u>	<u>42,855,474</u>	<u>850,097</u>
<b>Expenditures</b>				
Current				
General services	8,046,243	8,046,243	5,029,441	3,016,802
Public safety	22,373,715	22,373,715	19,598,801	2,774,914
Community development	2,724,424	2,724,424	4,416,508	(1,692,084)
Public works	30,902,523	30,902,523	19,700,102	11,202,421
Total expenditures	<u>64,046,905</u>	<u>64,046,905</u>	<u>48,744,852</u>	<u>15,302,053</u>
<b>Deficiency of Revenues Under Expenditures</b>	<u>(22,041,528)</u>	<u>(22,041,528)</u>	<u>(5,889,378)</u>	<u>16,152,150</u>
<b>Other Financing Sources</b>				
Proceeds from issuance of bonds and notes	19,261,466	19,261,466	20,637	(19,240,829)
Transfers in (out), net	1,430,340	1,430,340	4,254,420	2,824,080
Total other financing sources	<u>20,691,806</u>	<u>20,691,806</u>	<u>4,275,057</u>	<u>(16,416,749)</u>
<b>Change in Fund Balance</b>	<u>\$ (1,349,722)</u>	<u>\$ (1,349,722)</u>	<u>\$ (1,614,321)</u>	<u>\$ (264,599)</u>



Draft  
3/26/2018

**City of Bellevue, Nebraska**  
**Statement of Revenues, Expenditures and Changes in Fund Balance –**  
**Budget and Actual (Budget Basis)**  
**Community Betterment Fund**  
**Year Ended September 30, 2017**

	<b>Budgeted Amount</b>		<b>Actual</b>	<b>Variance With Final Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
<b>Revenues</b>				
Investment income	\$ 1,580	\$ 1,580	\$ 3,885	\$ 2,305
Lottery	881,800	881,800	777,840	(103,960)
Total revenues	883,380	883,380	781,725	(101,655)
<b>Expenditures</b>				
Community development	324,910	324,910	205,962	118,948
Total expenditures	324,910	324,910	205,962	118,948
<b>Excess of Revenues Over Expenditures</b>	558,470	558,470	575,763	17,293
<b>Other Financing Sources</b>				
Transfers in (out), net	(1,496,000)	(1,496,000)	(1,566,302)	(70,302)
Total other financing sources	(1,496,000)	(1,496,000)	(1,566,302)	(70,302)
<b>Change in Fund Balance</b>	<u>\$ (937,530)</u>	<u>\$ (937,530)</u>	<u>\$ (990,539)</u>	<u>\$ (53,009)</u>

**City of Bellevue, Nebraska**  
**Balance Sheet**  
**Proprietary Fund**  
**September 30, 2017**

	<b>Waste Water Fund</b>
<b>Assets</b>	
<b>Current Assets</b>	
Cash and cash equivalents	\$ 2,236,192
Receivables	<u>595,806</u>
Total current assets	<u>2,831,998</u>
<b>Capital Assets</b>	
Plant and distribution lines	18,810,566
Building and equipment	1,492,212
Accumulated depreciation	<u>(11,284,527)</u>
Total capital assets, net	<u>9,018,251</u>
Total assets	<u>11,850,249</u>
<b>Deferred Outflows of Resources</b>	
Deferred outflows on OPEB	<u>22,888</u>
Total assets and deferred outflows of resources	<u><u>\$ 11,873,137</u></u>
<b>Liabilities and Net Position</b>	
<b>Current Liabilities</b>	
Accounts payable and accrued expenses	\$ 1,391,050
Interest payable	32,846
Compensated absences	40,000
Current portion of long-term debt	<u>161,296</u>
Total current liabilities	<u>1,625,192</u>
<b>Noncurrent Liabilities</b>	
Compensated absences	42,114
Other postemployment benefits	75,284
Long-term debt	<u>2,654,100</u>
Total noncurrent liabilities	<u>2,771,498</u>
Total liabilities	<u>4,396,690</u>
<b>Net Position</b>	
Net investment in capital assets	6,202,855
Unrestricted	<u>1,273,592</u>
Total net position	<u>7,476,447</u>
Total liabilities and net position	<u><u>\$ 11,873,137</u></u>

**City of Bellevue, Nebraska**  
**Statement of Revenues, Expenses**  
**and Changes in Fund Net Position**  
**Proprietary Fund**  
**Year Ended September 30, 2017**

	<b>Waste Water Fund</b>
<b>Operating Revenues</b>	
Charges for services	\$ 7,353,053
Total operating revenues	<u>7,353,053</u>
<b>Operating Expenses</b>	
Personal services	611,448
Operation and maintenance	908,925
Contractual services	5,071,339
Supplies and materials	22,403
Depreciation and amortization	<u>559,063</u>
Total operating expenses	<u>7,173,178</u>
<b>Operating Income</b>	<u>179,875</u>
<b>Nonoperating Revenues (Expenses)</b>	
Miscellaneous income	11,781
Interest expense	<u>(115,473)</u>
Total nonoperating revenues (expenses)	<u>(103,692)</u>
<b>Change In Net Position</b>	76,183
<b>Net Position - Beginning of Year</b>	<u>7,400,264</u>
<b>Net Position - End of Year</b>	<u><u>\$ 7,476,447</u></u>

**City of Bellevue, Nebraska**  
**Statement of Cash Flows**  
**Proprietary Fund**  
**Year Ended September 30, 2017**

	<b>Waste Water Fund</b>
<b>Cash Flows from Operating Activities</b>	
Receipts from customers	\$ 7,272,083
Payments to suppliers	(5,756,006)
Payments to employees	(606,702)
	<u>909,375</u>
<b>Net cash provided by operating activities</b>	<u>909,375</u>
<b>Cash Flows from Capital and Related Financing Activities</b>	
Purchase of capital assets	(17,997)
Principal paid on bonds and notes payable	(155,033)
Interest paid on bonds and notes payable	(117,282)
	<u>(290,312)</u>
<b>Net cash used in capital and related financing activities</b>	<u>(290,312)</u>
<b>Cash Flows from Investing Activities</b>	
Miscellaneous income	11,781
	<u>11,781</u>
<b>Increase in Cash and Cash Equivalents</b>	630,844
<b>Cash and Cash Equivalents - Beginning of Year</b>	<u>1,605,348</u>
<b>Cash and Cash Equivalents - End of Year</b>	<u><u>\$ 2,236,192</u></u>
<b>Reconciliation of Operating Income to Net Cash Provided by Operating Activities</b>	
Operating income	\$ 179,875
Adjustments to reconcile operating loss to net cash provided by operating activities:	
Depreciation and amortization	559,063
Loss on disposal of capital assets	84,239
Changes in operating assets and liabilities	
Receivables	(80,970)
Accounts payable and accrued expenses	162,422
Deferred outflows of resources	1,774
Compensated absences	2,972
	<u>909,375</u>
<b>Net cash provided by operating activities</b>	<u><u>\$ 909,375</u></u>

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 1: Summary of Significant Accounting Policies**

***Reporting Entity***

The City of Bellevue, Nebraska (City) was incorporated as a first-class city on December 16, 1955, under the provisions of Nebraska Statute Section 16-102. The City operates under a Mayor-Council-City Administrator form of government and provides the following services as authorized by its charter: public safety (police and fire), highways and streets, health and social services, culture and recreation, public improvements, urban development, mass transportation, planning and zoning, sanitary sewer system, library, solid waste, and general administrative services.

The accompanying financial statements present the City as the primary government. In determining its financial reporting entity, the City has considered all potential component units for which it is financially accountable, including other organizations which are fiscally dependent on the City, or the significance of their relationship with the City are such that exclusion would be misleading or incomplete. The Governmental Accounting Standards Board (GASB) has set forth criteria to be considered in determining financial accountability, which was used in making this evaluation.

The City has determined the Bellevue Municipal Building Corporation and the Bellevue City Marina Corporation to be blended component units. The City Council appoints the majority of the governing board of these organizations and these organizations almost exclusively exist to benefit the City. Blended component units, although legally separate entities, are, in substance, part of the government's operations and thus are presented as such and included in the general fund.

***Government-wide and Fund Financial Statements***

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the primary government. The material effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Functional expenses may also include an element of indirect cost, designed to recover administrative (overhead) costs. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 1: Summary of Significant Accounting Policies - Continued**

***Measurement Focus, Basis of Accounting and Financial Statement Presentation***

The government-wide financial statements are reported using the total economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, including interest on long-term debt, as well as expenditures related to other postemployment benefits, compensated absences and claims and judgments are recorded only when payment is due or expected to be liquidated with expendable available financial resources.

Property taxes, sales taxes, state highway allocation, interdepartmental charges, intergovernmental revenues, and interest associated with the current fiscal period are all considered to be susceptible to accrual. Special assessments are recorded as revenues in the year the assessments become current. Other revenue items are considered to be measurable and available only when cash is received by the City.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the proprietary funds are charges to customers for goods and services. Operating expenses include the cost of sales and service, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

The City reports the following major governmental funds:

General Fund finances the day-to-day operation of the basic governmental activities, such as legislative, administration, police and fire protection, legal services, planning, and parks and recreation. Revenues are derived primarily from property and other local taxes, state and federal distributions, licenses, permits, charges for services and interest income.

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 1: Summary of Significant Accounting Policies - Continued**

***Measurement Focus, Basis of Accounting and Financial Statement Presentation - Continued***

Community Betterment Fund is used to account for the City's lottery revenues and expenditures. The monies are restricted for community betterment purposes.

Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.

The City reports the following major enterprise fund:

Waste Water Fund is used to account for the revenues and expenses of the City-owned waste water utility.

The effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the business-type functions and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

***Cash Equivalents***

The City considers all liquid investments with original maturities of three months or less to be cash equivalents. At September 30, 2017, cash equivalents consisted primarily of money market mutual funds and cash held at the Sarpy County Treasurer's office. These investments are not specifically identified with any one fund. Interest is allocated to the individual funds on the basis of average cash balance.

***Investments and Investment Income***

The City was the beneficiary of approximately \$116,000 of stock related to the demutualization of retirement fund providers. Investment income consists of interest income, dividends and the realized value from the sale of stock. There were no investments held at September 30, 2017.

***Inventories***

Inventories consist of fuel and materials. Inventories are stated at the lower of cost or market. Cost is determined using the first-in, first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when used.

***Capital Assets***

Capital assets, which include property, plant, equipment, and infrastructure assets, (e.g., road, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the

City of Bellevue, Nebraska  
Notes to Financial Statements  
September 30, 2017

**Note 1: Summary of Significant Accounting Policies - Continued**

***Capital Assets - Continued***

government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	15 – 40
Machinery and equipment	4 – 39
Infrastructure	7 – 50
Automobiles	4 – 10

***Deferred Outflows/Inflows of Resources***

In addition to assets, the statement of net position or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents consumption of net position that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has three items that qualify for reporting in this category, the deferred loss on refunding, deferred outflows on pensions and deferred outflows on OPEB, reported in the government-wide statement of net position. A deferred loss on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The deferred outflows on pensions and OPEB result from changes in actuarial assumptions and differences between expected and actual experience. These amounts are amortized over the weighted average of the expected remaining service lives for all active and inactive pension or OPEB plan members.

In addition to liabilities, the statement of net position or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The City has one item that qualifies for reporting in this category and is reported in the governmental funds balance sheet. The unavailable revenues are from property taxes, special assessments and grants that are deferred and recognized as an inflow of resources in the period that the amounts become available.



**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 1: Summary of Significant Accounting Policies - Continued**

***Compensated Absences***

City employees earn sick leave at the rate of 8-12 hours per month, depending on hire date. Employees earn various hours of vacation per pay period based on years of service. Vacation and sick leave accumulate on a monthly basis and are fully vested when earned. Limitations on accumulated sick leave vary based on labor agreements, but in no case will accumulated sick leave payout exceed 50% of the accumulated balance, up to 960 hours. Accumulated vacation limitations vary from 120 to 360 hours depending on labor agreement. All accumulated vacation and sick leave, subject to the limitations noted, is paid at separation.

All vacation and sick leave is accrued when incurred in the government-wide and proprietary fund financial statements. In the governmental funds, only compensated absences that have matured as of year-end, for example, as a result of employee resignations and retirements, are recorded as a fund liability. Accruals are based on current salary rates plus an additional amount for compensation-related payments such as Social Security and Medicare taxes and pension amounts using rates in effect at that date.

***Long-term Obligations***

In the government-wide financial statements, and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as an other financing source. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

***Net Position***

Net position is required to be classified into three components – net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

*Net investment in capital assets* – This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvements of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction or improvement of those assets or related debt also should be included in this component of net position. If there are significant unspent related debt proceeds at year-end, the portion of debt attributable to the unspent proceeds is not included in the calculation of net investment in capital assets.

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 1: Summary of Significant Accounting Policies - Continued**

***Net Position - Continued***

*Restricted* – This component of net position consists of restrictions placed on net position use through external constraints imposed by creditors (such as debt covenants), contributors, or law or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.

*Unrestricted* – This component consists of net position that does not meet the definition of “restricted” or “net investment in capital assets.”

***Fund Balance Classification***

The fund balances for the City’s governmental funds are displayed in five components:

*Nonspendable* – Nonspendable fund balances are not in a spendable form or are required to be maintained intact.

*Restricted* – Restricted fund balances may be spent only for the specific purposes stipulated by external resource providers, constitutionally or through enabling legislation. Restrictions may be changed or lifted only with the consent of resource providers.

*Committed* – Committed fund balances may be used only for the specific purposes determined by ordinance or resolution of the City Council. Commitments may be changed or lifted only by passage of an ordinance or issuance of a resolution by the City Council.

*Assigned* – Assigned fund balances are intended to be used by the City for specific purposes as determined by management. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.

*Unassigned* – Unassigned fund balance is the residual classification for the general fund and includes all amounts not contained in the other classifications.

Fund balances are classified as restricted, committed, assigned or unassigned. When expenditures are incurred that use funds from more than one classification, the city will generally determine the order which the funds are used on a case-by-case basis, taking into account any application requirements of grant agreements, contracts, business circumstances, or other constraints. If no other constraints exist, the order of spending of resources will be restricted, committed, assigned and, lastly, unassigned.

***Budgetary Information***

An appropriate budget is adopted each fiscal year for the General, Special Revenue, Debt Service and Enterprise Funds on the cash basis of accounting which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America (GAAP).

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 1: Summary of Significant Accounting Policies - Continued**

***Budgetary Information - Continued***

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. The City Administrator submits to the Mayor and City Council a proposed operating budget for the fiscal year commencing October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. Prior to September 20, the budget is legally enacted through passage of an ordinance and filed with the appropriate governmental entities and agencies.

Budget adjustments within a fund can be made with City Administrator approval. However, the City Council must approve any supplemental appropriations.

An encumbrance system is not used by the City and all appropriations lapse at year-end.

***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities and deferred inflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues, expenses/expenditures and other changes in net position during the reporting period. Actual results could differ materially from those estimates.

***Pensions and Other Postemployment Benefits***

For purposes of measuring the net pension liability and total other postemployment benefit (OPEB) liability, deferred outflows of resources related to pensions/OPEB and pension and OPEB expense, information about the fiduciary net position of the City Police Defined Benefit Pension Plan or OPEB plan and additions to/deductions from the Plan's net/total position have been determined on the same basis as they are reported by the Plans. For this purpose, benefit payments are recognized when due and payable in accordance with benefit terms.

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 2: Reconciliation of Budget Basis to GAAP**

Amounts presented on a non-GAAP budget basis of accounting differ from those presented in accordance with GAAP due to the treatment afforded accruals and funds for which legally adopted annual budgets are not established. A reconciliation for the year ended September 30, 2017, which discloses the nature and amount of the adjustments necessary to convert the actual GAAP data to the budgetary basis, is presented below:

	<u>General Fund</u>	<u>Community Betterment Fund</u>
Net Change in Fund Balances		
Balance on a GAAP basis	\$ (2,059,225)	\$ (1,033,965)
Basis differences (accruals) occur because the cash basis of accounting used for budgeting differs from the modified accrual basis of accounting prescribed for governmental funds.	<u>444,904</u>	<u>43,426</u>
Balance on a budget basis	<u><u>\$ (1,614,321)</u></u>	<u><u>\$ (990,539)</u></u>

**Note 3: Deposits and Investments**

***Deposits***

Custodial credit risk is the risk that in the event of a bank failure, a government's deposits may not be returned to it. The City's deposit policy for custodial credit risk requires compliance with the provision of state law.

Section 16-714 and 16-715 of the Revised Statutes of Nebraska 1943 require banks either to give bond or to pledge government securities (types of which are specifically identified in the Statutes) to the City Treasurer in the amount of the City's deposits. The Statutes allow pledged securities to be reduced by the amount of the deposit insured by the Federal Deposit Insurance Corporation (FDIC).

At September 30, 2017, the City's deposits were either covered by FDIC limits or collateral.

Cash at the County Treasurer of \$225,910 was covered by collateral held by the County.

City of Bellevue, Nebraska  
Notes to Financial Statements  
September 30, 2017

**Note 3: Deposits and Investments - Continued**

***Investments***

Generally, the City's investing activities are managed under the custody of the City Treasurer. The City does not have a specific investment policy, but follows state statutes.

*Interest Rate Risk* – Interest rate risk is the risk that changes in interest rates (market rates) will affect the fair value of an investment.

*Custodial Credit Risk* – Custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party.

*Credit Risk* – Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations.

*Concentration of Credit Risk* – The City places no limit on the amount that may be invested in any one issuer.

***Summary of Carrying Values***

The carrying values of deposits and investments are included in the government-wide statement of net position as follows:

Carrying values	
Deposits	\$ 19,319,011
Cash at county treasurer	<u>225,910</u>
	<u>\$ 19,544,921</u>

Included in the following statement of net position captions as follows:

Cash and cash equivalents	<u>\$ 19,544,921</u>
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***Investment Income***

The City earned interest income of \$19,411 and had a gain on fair market value of \$32,108 for the year ended September 30, 2017.

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 4: Disclosure About Fair Value of Assets and Liabilities**

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements must maximize the use of observable inputs and minimize the use of unobservable inputs. There is a hierarchy of three levels of inputs that may be used to measure fair value:

- Level 1** Quoted prices in active markets for identical assets or liabilities
- Level 2** Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities
- Level 3** Unobservable inputs supported by little or no market activity and are significant to the fair value of the assets or liabilities

The City has no investments carried at fair value at September 30, 2017.

**Note 5: Property Taxes**

The tax levy for the City is certified by the Sarpy County Board of Commissioners on or before October 15. Real estate and personal property taxes are due and become an enforceable lien on property on December 31. The first half of these taxes become delinquent on April 1 and the second half become delinquent August 1 following the levy date. Delinquent taxes bear interest at a rate of 14% per annum.

Property taxes levied for 2016-2017 are recorded as revenue in the governmental funds when expected to be collected within 60 days after September 30, 2017. Prior-year levies were recorded using these same principles, and remaining receivables are re-evaluated annually. Property taxes expected to be collected after 60 days are recorded as deferred inflow of resources in the governmental funds.

In the government-wide financial statements, property taxes receivable and related revenue include all amounts due the City regardless of when cash is received. Historically, substantially all property taxes have been collected.

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 6: Receivables**

Receivables at September 30, 2017, consist of the following:

<b>Fund</b>	<b>Property Taxes</b>	<b>Accounts and Notes Receivable</b>	<b>Special Assessments</b>	<b>Gross Receivables</b>	<b>Allowance for Uncollectibles</b>	<b>Net Receivables</b>
General	\$ 191,392	\$ 954,763	\$ -	\$ 1,146,155	\$ -	\$ 1,146,155
Community Betterment	-	67,076	-	67,076	-	67,076
Debt Service	84,479	248,518	259,270	592,267	(78,919)	513,348
Wastewater	-	595,806	-	595,806	-	595,806
Nonmajor Special Revenue	-	102,025	-	102,025	(40,000)	62,025
Total	<u>\$ 275,871</u>	<u>\$ 1,968,188</u>	<u>\$ 259,270</u>	<u>\$ 2,503,329</u>	<u>\$ (118,919)</u>	<u>\$ 2,384,410</u>

**Note 7: Due From Other Governments**

Due from other governments includes the following items:

<b>Nature</b>	<b>Amount</b>
State of Nebraska, sales and use tax	\$ 1,927,292
State of Nebraska, motor vehicle taxes	808,107
State of Nebraska, highway user fees	99,745
Eastern Sarpy Suburban Fire District, fire protection services	387,725
Good Luck Fire District, fire protection services	11,270
Black Hills, in-lieu of taxes	11,326
Omaha Public Power District, in-lieu of taxes	361,000
Federal Government, cost reimbursements	428,950
State of Nebraska, cost reimbursements	33,795
	<u>\$ 4,069,210</u>

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 8: Capital Assets**

The following is a summary of capital asset transactions for the year ended September 30, 2017.

	<b>Beginning Balance</b>	<b>Increases</b>	<b>Decreases</b>	<b>Transfers</b>	<b>Ending Balance</b>
<b>Governmental Activities</b>					
Capital assets, not being depreciated					
Land	\$ 13,095,500	\$ 759,471	\$ -	\$ -	\$ 13,854,971
Construction in progress	1,612,097	4,114,157	(15,700)	(608,450)	5,102,104
Total capital assets, not being depreciated	<u>14,707,597</u>	<u>4,873,628</u>	<u>(15,700)</u>	<u>(608,450)</u>	<u>18,957,075</u>
Capital assets, being depreciated					
Buildings	41,845,724	1,779,418	-	-	43,625,142
Machinery and equipment	16,117,742	153,364	(56,102)	-	16,215,004
Infrastructure	167,541,943	2,796,468	-	608,450	170,946,861
Vehicles	10,144,895	443,254	-	-	10,588,149
Total capital assets, being depreciated	<u>235,650,304</u>	<u>5,172,504</u>	<u>(56,102)</u>	<u>608,450</u>	<u>241,375,156</u>
Less accumulated depreciation for					
Buildings	(16,879,773)	(1,239,378)	-	-	(18,119,151)
Machinery and equipment	(12,646,110)	(682,352)	49,557	-	(13,278,905)
Infrastructure	(125,314,751)	(2,437,038)	-	-	(127,751,789)
Vehicles	(7,739,696)	(726,024)	-	-	(8,465,720)
Total accumulated depreciation	<u>(162,580,330)</u>	<u>(5,084,792)</u>	<u>49,557</u>	<u>-</u>	<u>(167,615,565)</u>
Total capital assets, being depreciated, net	<u>73,069,974</u>	<u>87,712</u>	<u>(6,545)</u>	<u>608,450</u>	<u>73,759,591</u>
Governmental activities capital assets, net	<u>\$ 87,777,571</u>	<u>\$ 4,961,340</u>	<u>\$ (22,245)</u>	<u>\$ -</u>	<u>\$ 92,716,666</u>



**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 8: Capital Assets - Continued**

	<b>Beginning Balance</b>	<b>Increases</b>	<b>Decreases</b>	<b>Transfers</b>	<b>Ending Balance</b>
<b>Business-Type Activities</b>					
Capital assets, not being depreciated					
Construction in progress	\$ 92,342	\$ -	\$ (84,242)	\$ (8,100)	\$ -
Total capital assets, not being depreciated	92,342	-	(84,242)	(8,100)	-
Capital assets, being depreciated					
Plant and distribution lines	18,784,469	17,997	-	8,100	18,810,566
Building and equipment	1,495,735	-	(3,523)	-	1,492,212
Total capital assets, being depreciated	20,280,204	17,997	(3,523)	8,100	20,302,778
Less accumulated depreciation for					
Plant and distribution lines	(9,607,643)	(509,760)	190	-	(10,117,213)
Building and equipment	(1,121,347)	(49,303)	3,336	-	(1,167,314)
Total accumulated depreciation	(10,728,990)	(559,063)	3,526	-	(11,284,527)
Total capital assets, being depreciated, net	9,551,214	(541,066)	3	8,100	9,018,251
Business-type activities capital assets, net	<u>\$ 9,643,556</u>	<u>\$ (541,066)</u>	<u>\$ (84,239)</u>	<u>\$ -</u>	<u>\$ 9,018,251</u>

Depreciation expense was charged to functions/programs as follows:

**Governmental Activities**

General government	\$ 204,798
Public safety	1,039,068
Community development	20,662
Public works	<u>3,820,264</u>
Total depreciation expense – governmental activities	<u>\$ 5,084,792</u>

**Business-Type Activities**

Waste water	<u>\$ 559,063</u>
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**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 9: Long-term Liabilities**

The City issues general obligation and revenue bonds to finance the acquisition and construction of major capital assets. General obligation bonds are direct obligations and are secured by a pledge of the full faith and credit of the government. For revenue bonds, the government pledges income derived from the acquired or constructed assets to pay for the debt service.

The City has entered into lease agreements for financing the acquisition of machinery and automobiles. These lease agreements qualify as capital leases for accounting purposes and, therefore, have been recorded at the present value of their future minimum lease payments as of the inception date. Assets acquired through capital leases are as follows:

	<b>Governmental Activities</b>
Machinery, equipment and automobiles	\$ 6,172,412
Less accumulated depreciation	<u>(4,762,844)</u>
Total	<u><u>\$ 1,409,568</u></u>

The following is a summary of long-term liability activities of the City for the year ended September 30, 2017:

	<b>Beginning Balance</b>	<b>Additions</b>	<b>Reductions</b>	<b>Ending Balance</b>	<b>Due Within One Year</b>
<b>Governmental Activities</b>					
Long-term debt					
General obligation bonds	\$ 36,135,000	\$ 6,330,000	\$ (9,835,000)	\$ 32,630,000	\$ 3,560,000
Public safety tax anticipation notes	9,830,000	2,065,000	(280,000)	11,615,000	500,000
Redevelopment revenue bonds	3,600,000	-	(195,000)	3,405,000	200,000
Capital lease obligations	<u>1,625,229</u>	<u>152,802</u>	<u>(648,427)</u>	<u>1,129,604</u>	<u>572,822</u>
Total long-term debt, net	51,190,229	8,547,802	(10,958,427)	48,779,604	4,832,822
Other liabilities					
Compensated absences	4,708,311	5,434,332	(4,976,853)	5,165,790	2,300,000
Net pension liability	2,144,886	195,136	(266,392)	2,073,630	-
Assignment of rents	2,607,133	-	(15,353)	2,591,780	16,457
Other postemployment benefits	<u>3,658,306</u>	<u>30,587</u>	<u>-</u>	<u>3,688,893</u>	<u>-</u>
Governmental activities long-term liabilities	<u><u>\$ 64,308,865</u></u>	<u><u>\$ 14,207,857</u></u>	<u><u>\$ (16,217,025)</u></u>	<u><u>\$ 62,299,697</u></u>	<u><u>\$ 7,149,279</u></u>

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 9: Long-term Liabilities - Continued**

	<b>Beginning Balance</b>	<b>Additions</b>	<b>Reductions</b>	<b>Ending Balance</b>	<b>Due Within One Year</b>
<b>Business-Type Activities</b>					
Long-term debt					
Notes payable	\$ 2,970,429	\$ -	\$ (155,033)	\$ 2,815,396	\$ 161,296
Total long-term debt	<u>2,970,429</u>	<u>-</u>	<u>(155,033)</u>	<u>2,815,396</u>	<u>161,296</u>
Other liabilities					
Compensated absences	79,767	176,975	(174,628)	82,114	40,000
Other postemployment benefits	<u>74,659</u>	<u>625</u>	<u>-</u>	<u>75,284</u>	<u>-</u>
Business-type activities					
long-term liabilities	<u>\$ 3,124,855</u>	<u>\$ 177,600</u>	<u>\$ (329,661)</u>	<u>\$ 2,972,794</u>	<u>\$ 201,296</u>

The compensated absences reported as governmental activities will be paid from the General Fund.  
The compensated absences of the business-type activities will be paid from the Waste Water fund.

Long-term debt is comprised of the following issues:

	<b>Date Issued</b>	<b>Date of Maturity</b>	<b>Date Callable</b>	<b>Interest Rates</b>	<b>Balance</b>
Lease Purchase Refunding Bonds Tax Exempt	06/18/08	06/15/22	06/18/13	3.80 - 4.50	\$ 1,235,000
Highway Allocation Fund Pledge Bonds	03/16/10	03/15/24	03/16/15	1.20 - 4.05	845,000
General Obligation Various Purpose Bonds	08/03/10	12/15/18	08/03/15	0.50 - 3.10	635,000
Public Safety Department Tax Anticipation					
General Obligation Various Purpose Bonds	03/15/12	12/15/21	03/15/17	0.30 - 2.00	2,475,000
Highway Allocation Fund Pledge Bonds	01/10/13	12/15/17	01/10/16	0.40 - 0.90	125,000
Various Purpose Bonds	08/15/13	06/15/28	08/15/18	0.35 - 3.85	2,135,000
Various Purpose Bonds	03/05/13	12/15/22	03/05/18	0.35 - 2.00	2,375,000
General Obligation Refunding Bonds	10/10/13	06/15/26	10/10/18	0.90 - 3.80	1,555,000
General Obligation Refunding Bonds	07/15/15	12/15/27	07/15/20	0.35 - 3.00	3,780,000
General Obligation Various Purpose					
Refunding Bonds	12/29/15	12/15/30	12/29/20	0.55 - 3.00	3,765,000
Building Bonds Taxable (Convention Center)	06/01/16	12/15/35	12/15/21	3.50 - 5.75	7,375,000
General Obligation Refunding Bonds	12/29/16	12/15/26	12/15/22	1.10 - 2.65	4,105,000
General Obligation Various Purpose	04/27/17	12/15/31	12/15/21	0.90 - 3.25	2,225,000
Total general obligation bonds					<u>32,630,000</u>

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 9: Long-term Liabilities - Continued**

	<b>Date Issued</b>	<b>Date of Maturity</b>	<b>Date Callable</b>	<b>Interest Rates</b>	<b>Balance</b>
Public Safety Tax Anticipation Notes	07/09/12	06/15/32	07/09/17	0.50 - 3.65	\$ 2,030,000
Public Safety Department Tax Anticipation Bonds, Series 2013	06/03/13	06/01/33	05/29/18	0.45 - 3.50	5,200,000
Public Safety Department Tax Anticipation Bonds, Series 2014	02/27/14	12/01/29	02/27/19	0.35 - 3.85	2,320,000
Public Safety Department Tax Anticipation Bonds, Series 2016	11/29/16	12/15/25	12/15/21	1.05 - 2.00	2,065,000
Total public safety and tax anticipation notes					<u>11,615,000</u>
Redevelopment Revenue Bonds	12/03/09	12/15/26	12/03/14	2.50 - 7.00	2,505,000
Redevelopment Revenue Bonds	01/19/10	12/15/29	01/19/15	4.20 - 4.50	900,000
Total redevelopment revenue bonds					<u>3,405,000</u>
Capital lease obligations	Various	Various	N/A	2.39 - 2.89	1,129,604
Total governmental activities					<u>\$ 48,779,604</u>
Waste water note payable	07/17/08	12/15/30	N/A	4.00	\$ 2,815,396
Total business-type activities					<u>\$ 2,815,396</u>

The Public Safety Department Tax Anticipation Bonds are limited general obligations to be paid from special tax assessments and are also considered general obligations of the City. The Redevelopment Revenue Bonds are payable solely from the limited tax revenues and reserve sub-accounts provided for under the terms of the bond resolutions and are not general obligations of the City.

The annual debt service requirements to maturity for debt as of September 30, 2017, are as follows:

<b>Year Ending September 30,</b>	<b>Governmental Activities</b>					
	<b>General Obligation Bonds</b>		<b>Anticipation Notes</b>		<b>Redevelopment Revenue Bonds</b>	
	<b>Principal</b>	<b>Interest</b>	<b>Principal</b>	<b>Interest</b>	<b>Principal</b>	<b>Interest</b>
2018	\$ 3,560,000	\$ 950,771	\$ 500,000	\$ 303,555	\$ 200,000	\$ 194,235
2019	3,590,000	878,561	530,000	297,820	210,000	183,310
2020	3,595,000	808,036	530,000	290,595	225,000	170,954
2021	3,170,000	731,614	540,000	282,115	235,000	157,029
2022	2,885,000	645,985	855,000	272,273	245,000	141,845
2023-2027	10,040,000	2,097,955	4,900,000	1,053,034	1,460,000	437,123
2028-2032	4,705,000	756,464	3,510,000	357,631	830,000	61,225
2033-2037	1,085,000	125,206	250,000	8,750	-	-
Totals	<u>\$ 32,630,000</u>	<u>\$ 6,994,592</u>	<u>\$11,615,000</u>	<u>\$ 2,865,773</u>	<u>\$ 3,405,000</u>	<u>\$ 1,345,721</u>

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 9: Long-term Liabilities - Continued**

Year Ending September 30,	Governmental Activities	
	Capital Leases	
	Principal	Interest
2018	\$ 572,822	\$ 23,844
2019	330,245	11,308
2020	161,596	3,723
2021	53,418	1,072
2022	11,523	109
Totals	<u>\$ 1,129,604</u>	<u>\$ 40,056</u>

Year Ending September 30,	Business-Type Activities	
	Notes Payable	
	Principal	Interest
2018	\$ 161,296	\$ 111,019
2019	167,813	104,502
2020	174,592	97,723
2021	181,646	90,669
2022	188,984	83,331
2023-2027	1,065,805	295,770
2028-2032	875,260	71,007
Totals	<u>\$ 2,815,396</u>	<u>\$ 854,021</u>

***Pledged Revenue***

The Highway Allocation Fund Pledge Bonds are secured by a pledge of the revenues received from the City's annual allocation of State of Nebraska highway funds, through final maturity of the bonds in 2024. The total principal and interest remaining to be paid on the bonds is \$1,097,052 with annual payments expected to require approximately 5% of net revenues.

As a condition to issuing the Redevelopment Revenue Bonds, the City obtained an agreement from an operator to provide a substantial source of funds for repayment. The agreement was amended to provide for annual payments by June 1<sup>st</sup> of each year through 2021. The City remains liable for the bond payments from limited tax levying authority under the Community Development Act and other sources of revenues. The operator made the required payment for fiscal year 2017; however, in October 2017, the operator and the City terminated the agreement. The City is pursuing the potential sale of the property or agreement with a new operator.

City of Bellevue, Nebraska  
Notes to Financial Statements  
September 30, 2017

**Note 9: Long-term Liabilities - Continued**

***Current Refunding***

On November 29, 2016, the City issued \$2,065,000 of Public Safety Department Tax Anticipation Bonds, Series 2016. The bonds were issued to refund \$2,185,000 of Various Purpose Bonds, Series 2010, dated December 23, 2010. The bonds bear interest at rates ranging from 1.05% - 2.00% and have a final maturity of December 15, 2025. There was a cash flow savings of approximately \$232,000 from refunding the bonds, and an economic gain of approximately \$211,000.

On December 29, 2016, the City issued \$4,105,000 of General Obligation Refunding Bond, Series 2016. The bonds were issued to refund \$2,175,000 of Various Purpose Bonds, Series 2011, dated March 1, 2011 and \$1,930,000 of Refunding Bonds, Series 2011, dated August 25, 2011. The bonds bear interest at rates ranging from 1.10% - 2.65% and have a final maturity of December 15, 2030. There was a cash flow savings of approximately \$300,000 from refunding the bonds, and an economic gain of approximately \$245,000.

***Conduit Debt***

The following comprises bond issues and notes for which the City acted as a conduit for their issuance:

Description	Balance Outstanding
IDR Refunding Bonds, Bellevue University Project, Series 2015	\$ 3,875,000
Tax increment revenue notes, various projects	453,447
	<u>\$ 4,328,447</u>

These bonds and notes do not constitute any indebtedness of the City. The City has no responsibility for repayment of this debt, and therefore, it is not included in these financial statements.

**Note 10: Defined Contribution Retirement Plans**

The City of Bellevue has multiple defined contribution plans. The authority to make changes to the plans is established by the Bellevue City Council or Nebraska State Statutes, as appropriate.

***Civilian Retirement Plan***

All regular full-time civilian employees of the City are covered by a voluntary defined contribution plan. Contributions made by the City equal 6% of the participants' compensation. Participants also contribute 6% of their earnings, but may elect to contribute up to 10%. Vesting of employer

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 10: Defined Contribution Retirement Plans - Continued**

***Civilian Retirement Plan - Continued***

contributions occurs over 3 to seven years of employment. The amount of employer and employee contributions to this plan during the fiscal year was \$477,557 and \$490,758, respectively. Forfeitures of \$5,423 were used to offset employer contributions for the year ended September 30, 2017. The Plan is administered by a trustee independent of the City and is, therefore, not included in these financial statements.

***Fire Retirement Plan***

All regular full-time fire fighters of the City are covered by a defined contribution plan. Participants are required to contribute 6.50% of their earnings, but may contribute up to the maximum amount allowed under the Internal Revenue Code. Contributions made by the City equal 13% of the participants' compensation. Vesting of employer contributions occurs between four and seven years of employment. Forfeitures shall be allocated to the Unallocated Employer Account and if the Unallocated Employer Account is sufficient to meet Plan liabilities, then forfeitures shall first be used to pay expenses of administration and then to reduce City contributions. The plan members and the City contributed \$219,281 and \$438,561, respectively, to the plan in fiscal 2017. The Plan is administered by a trustee independent of the City and is, therefore, not included in these financial statements.

***Police Retirement Plan***

All regular full-time sworn officers of the City are covered by a defined contribution plan. Certain sworn officers are also covered by a single-employer defined benefit pension plan (see Note 10). Participants are required to contribute 7.0% of their earnings, but may contribute up to the maximum amount allowed under the Internal Revenue Code. Contributions made by the City equal 7.0% of the participants' compensation. Vesting of employer contributions occurs between four and ten years of service. Forfeitures shall first be applied to administrative expense of the Plan and then may be used by the City to reduce City contributions. The plan members and the City contributed \$514,775 and \$514,775, respectively, to the plan in fiscal 2017. There were no forfeitures used to reduce the amount of funding required by the City for the year ended September 30, 2017. The Plan is administered by a trustee independent of the City and is, therefore, not included in these financial statements.

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 11: Police Defined Benefit Pension Plan**

***Plan Description***

The City has a single-employer defined benefit pension plan negotiated with certain members of the Bellevue Police Department. The City and the Retirement Committee administer a hybrid defined benefit pension plan covering sworn police officers hired after December 31, 1983 and prior to May 1, 2011 or specifically identified in a settlement agreement or State Statute for those officers hired prior to January 1, 1984. The plan is closed to new employees. The terms of the plan, including contribution rates and minimum pension benefits are established through a settlement agreement between the City and the police officers' association. The City does not issue a separate report that includes financial statements and required supplementary information for the police pension plan.

***Summary of Benefit Provisions***

Both the employee and the City contribute 7.0% of the employee's earnings for periods on or after October 1, 2015. Employees covered by the plan may also make voluntary contributions. The accumulated value of the employee and employer account including contributions and investment earnings is the Retirement Account Value. In the event that a participant's retirement account value will not provide for the minimum pension benefits of the plan, the City will be required to contribute an additional amount to fund the minimum pension benefits specified in the collective bargaining agreement.

*Regular Pay* – Defined as the greatest average salary in any period of 5 consecutive years preceding retirement, death, disability or termination date.

*Retirement Benefit –*

*State Statute for Pre-1984 Hires* – Participants must be employed on January 1, 1984 and continuously employed by the City through retirement date after attaining age 55 and completing 25 years of service. Minimum pension benefit equals 40% of Regular Pay for commencement between ages 55 and 60; 50% of Regular Pay for commencement at age 60 or later offset by the State Statute Actuarial Equivalence of the Retirement Account Value.

*Post 1983 Hires subject to settlement agreement* – Employees hired after December 31, 1983 and after attaining age 55 and completing 25 years of service. Employee entitled to the total of their Retirement Account Value or the actuarial equivalent of 55% of Regular Pay, whichever is greater based upon the actuarial assumptions of 7% interest and the 1994 GAM Mortality Table (Static) weighted 90% male/10% female. Paid as a single lump sum.

*Termination Benefit Prior to 25 Years of Service* – No minimum pension benefits. Employee is entitled to the value of the Retirement Account Value.

*Termination Benefit After 25 Years of Service* – Deferred Retirement Option Plan (DROP) provision allows minimum pension benefit at retirement age if the employee keeps their Retirement Account Value in the plan until retirement age.



**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 11: Police Defined Benefit Pension Plan – Continued**

***Summary of Benefit Provisions - Continued***

*Death Benefit (Line of Duty)* – Death prior to retirement from causes sustained in the line of duty and survived by a spouse or minor children. Benefit equals 50% of Regular Pay to spouse until remarriage or death; to minor children split equally after remarriage or death. Benefit is subject to deduction for any workers' compensation benefits, and offset by the State Statute Actuarial Equivalence of the Retirement Account Value. Payment is on a straight life annuity basis and provided under a purchase annuity contract.

*Death Benefit (Other)* – Employee must be continuously employed from January 1, 1984 until death, survived by spouse and death after reaching age 55 and completing at least 21 years of service. Benefit of 25% of Regular Pay to spouse until remarriage or death; to minor children split equally after remarriage or death. Benefit is offset by the State Statute Actuarial Equivalence of the Retirement Account Value. Payment is on a straight life annuity basis and provided under a purchased annuity contract.

*Disability Benefit (Line of Duty)* – Employee is eligible if unable to perform duties of a police officer from causes sustained in the line of duty. Benefit equals 50% of Regular Pay for the period of disability. Amount is subject to deduction for workers' compensation benefits. Total payments, in excess of workers' compensation benefits, shall not be less than the Retirement Account Value on the date of disability. If the State Statute Actuarial Equivalent exceeds the Retirement Account Value, the City shall contribute such additional amounts as may be necessary from time to time. In the event of cessation disability, payments made shall reduce the Retirement Account Value.

***Deferred Retirement Option Plan***

The City has established DROP for covered employees. The DROP program allows a member who has reached the minimum number of service years for retirement, but has not achieved the minimum age requirement, to terminate their employment with the Police Department and defer their retirement until they have reached at least the minimum age. Once the employee terminates service with the Police Department, neither the City or employee has further responsibility for adding funds to the employee's account. The account will remain within the retirement plan and when the employee reaches the minimum age, they will be subject to normal benefit provisions.

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 11: Police Defined Benefit Pension Plan - Continued**

***Plan Membership***

As of September 30, 2017, plan membership consisted of the following:

Inactive members currently receiving benefits	3
Inactive members entitled to but not yet receiving benefits	1
Active members	<u>69</u>
Total	<u>73</u>

***Contributions and Funding Policy***

The City's contributions for the additional amount to fund minimum pension benefits are limited to amounts paid to retirees during the fiscal year. Contributions made by the City for the year ended September 30, 2017, were \$266,392.

***Actuarial Methods and Assumptions***

Actuarially determined contribution rates are calculated as the City's contributions paid to retirees during the fiscal year to fund the minimum pension benefits of the plan. Valuations were determined using the following actuarial assumptions:

Valuation Date	September 30, 2017
Measurement Date	September 30, 2017
Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Market Value
Amortization Method	Level Dollar, Closed
Amortization Period	Immediate
Salary Increases	3.0%
Investment Rate of Return	Actual annuity purchase rates and 7.0%
Mortality Table	Actual annuity purchase rates and the 1994 GAM Table
State Statute Actuarial Equivalence for Minimum Benefits	3.0% interest and the IRS 2017 Mortality Table

***Changes in Assumptions***

The September 30, 2017 actuarial valuation included changes in assumptions for the discount rate decreasing it from 3.68% to 3.64%. In relation to State Statute Actuarial Equivalence amounts, the mortality table was changed from 2015 to 2017.

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 11: Police Defined Benefit Pension Plan - Continued**

***Investment Policy***

The City's obligation is unfunded at September 30, 2017.

***Net Pension Liability***

The components of the net pension liability of the City at September 30, 2017 were as follows:

Total Pension Liability	\$ 2,073,630
Plan Fiduciary Net Position	<u>-</u>
Net Pension Liability	<u><u>\$ 2,073,630</u></u>
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	<u><u>0.00%</u></u>

***Discount Rate***

The discount rate used to measure the total pension liability as of September 30, 2017 was 3.64% (as determined by the Federal Reserve Bank of St. Louis' website). As an unfunded plan, the discount rate reflects the index rate for 20-year, tax exempt general obligation municipal bonds with an average rating of AA/Aa or higher as of the measurement date.

***Sensitivity of the Net Pension Liability to Changes in the Discount Rate***

The following presents the City's net pension liability, calculated using the current discount rate of 3.64%, as well as the net pension liability calculated using a discount rate that is 1% lower (2.64%) or 1% higher (4.64%) than the current rate:

	1% Decrease 2.64%	Current Discount Rate 3.64%	1% Increase 4.64%
Total Pension Liability	\$ 2,254,417	\$ 2,073,630	\$ 1,921,232
Plan Fiduciary Net Position	<u>-</u>	<u>-</u>	<u>-</u>
Net Pension Liability	<u><u>\$ 2,254,417</u></u>	<u><u>\$ 2,073,630</u></u>	<u><u>\$ 1,921,232</u></u>

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 11: Police Defined Benefit Pension Plan - Continued**

***Changes in the Total Pension Liability, Plan Fiduciary Net Position and the Net Pension Liability are:***

Total Pension Liability - September 30, 2016	\$ 2,144,886
Service Cost	51,455
Interest	75,969
Difference between Expected and Actual Experience	57,115
Changes of Assumptions	10,597
Benefit Payments, including refunds	<u>(266,392)</u>
Net Change in Total Pension Liability	(71,256)
Total Pension Liability - End of Year	2,073,630
Plan Fiduciary Net Position - Beginning of Year	-
Contributions - Employer	266,392
Benefit payments, including refunds	<u>(266,392)</u>
Net Change in Plan Fiduciary Net Position	<u>-</u>
Plan Fiduciary Net Position - End of Year	<u>-</u>
Net Pension Liability - September 30, 2017	<u><u>\$ 2,073,630</u></u>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	0.00%
Covered Payroll	\$ 6,099,735
Net Pension Liability as a Percentage of the Covered Payroll	34.00%

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 11: Police Defined Benefit Pension Plan - Continued**

The calculation of pension expense for the year ended September 30, 2017 is shown below:

Service Cost	\$ 51,455
Interest on Total Pension Liability	75,969
Recognition of Deferred Outflows of Resources	
Economic/Demographic (Gains)/Losses	99,016
Assumption Changes	<u>42,224</u>
Pension Expense	<u><u>\$ 268,664</u></u>

***Deferred Outflows of Resources***

Under GASB 68, gains and losses which are amortized over future years are referred to as deferred inflows or gains, and deferred outflows or losses. Investment gains and losses are recognized over a closed five-year period. Economic and demographic gains and losses and changes in the total pension liability due to changes in assumptions are recognized over a closed period equal to the average expected remaining service lives of all covered active and inactive members, determined as of the beginning of the measurement period. As of September 30, 2017, the deferred outflows of resources related to pensions are as follows:

	<b><u>Outflows of Resources</u></b>
Differences between expected and actual experience	\$ 1,084,900
Changes of assumptions	<u>461,285</u>
Total	<u><u>\$ 1,546,185</u></u>

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 11: Police Defined Benefit Pension Plan - Continued**

***Deferred Outflows of Resources - Continued***

Amounts currently reported as deferred outflows of resources related to pensions will be recognized in future years' pension expense as follows:

Year ending September 30	<u>Recognition</u>
2018	\$ 141,240
2019	141,240
2020	141,240
2021	141,240
2022	141,240
Thereafter	<u>839,985</u>
Total	<u><u>\$ 1,546,185</u></u>

***Schedule of Deferred Outflows of Resources***

	<u>Original Amount</u>	<u>Date Established</u>	<u>Original Recognition Period</u>	<u>Recognized in Expense Sep 30, 2017</u>	<u>Deferred Outflows Sep 30, 2017</u>
Economic/ Demographic	\$ 1,316,179	9/30/2015	13.9	\$ 94,689	\$ 1,032,112
(Gains)/Losses	\$ 57,115	9/30/2017	13.2	\$ 4,327	\$ 52,788
Assumption	\$ 575,754	9/30/2015	13.9	\$ 41,421	\$ 451,491
Changes	\$ 10,597	9/30/2017	13.2	\$ 803	\$ 9,794

**Note 12: Other Postemployment Benefits**

***Plan Description***

The City administers a single employer other postemployment benefits (OPEB) plan providing medical and prescription drug benefits (healthcare benefits) to retired employees and their dependents under certain conditions. The City does not issue a separate report that includes financial statements and required supplementary information for the OPEB plan.

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 12: Other Postemployment Benefits - Continued**

***Summary of Benefit Provisions***

Individuals who are employed by the City and are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirement if they are at least 55 years old and have been enrolled in the City's healthcare coverage for a minimum of one year prior to retirement. Coverage during retirement ceases upon attaining age 65 or becoming eligible for Medicare. The City will pay 82% of the annual healthcare premium for the retiree for the first 24 months following retirement and 50% of the annual premium thereafter until the retiree is eligible for coverage under Medicare or Medicaid. The authority to amend the plan rests with the City Council.

***Plan Membership***

As of September 30, 2017, plan membership consisted of the following:

Inactive members currently receiving benefits	17
Inactive members entitled to but not yet receiving benefits	0
Active members	<u>277</u>
Total	<u><u>294</u></u>

***Contributions and Funding Policy***

The City's contributions are made on a pay-as-you-go basis. There are no assets accumulated to pay these benefits. Contributions made by the City for the year ended September 30, 2017, were \$338,527.

***Actuarial Methods and Assumptions***

Actuarially determined contribution rates are calculated as the City's contributions paid for retiree premiums. Valuations were determined using the following actuarial assumptions:

Valuation Date	September 30, 2016 rolled forward to September 30, 2017
Measurement Date	September 30, 2017
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Dollar, Closed
Amortization Period	Immediate
Salary Increases	3.0%
General Inflation	3.0%

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 12: Other Postemployment Benefits - Continued**

***Actuarial Methods and Assumptions - Continued***

Mortality Table	RP 2014 annuitant distinct mortality table adjusted to 2016 with MP 2015 generational projection of future mortality improvement
Healthcare cost trend rates	7% decreasing to 5% over 9 years

***Changes in Assumptions***

Since the last actuarial valuation, assumptions for the discount rate were decreased from 5% to 3.06%. The medical trend rate changed to 7.0% grading to 5.0% over eight years. The mortality assumption changed to the RP 2014 annuitant distinct mortality table adjusted to 2016 with MP 2015 generational projection of future mortality improvement.

***Investment Policy***

The City's obligation is unfunded at September 30, 2017.

***Discount Rate***

The discount rate used to measure the total pension liability as of September 30, 2016 was 3.06% (as determined by the Federal Reserve Bank of St. Louis' website). As an unfunded plan, the discount rate reflects the index rate for 20-year, tax exempt general obligation municipal bonds with an average rating of AA/Aa or higher as of the measurement date.

***Sensitivity of the Total OPEB Liability to Changes in the Discount Rate***

The following presents the City's total OPEB liability, calculated using the current discount rate of 3.06%, as well as the total OPEB liability calculated using a discount rate that is 1% lower (2.06%) or 1% higher (4.06%) than the current rate:

	1% Decrease 2.06%	Current Discount Rate 3.06%	1% Increase 4.06%
Total OPEB Liability	\$ 3,971,668	\$ 3,764,177	\$ 3,561,599



**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 12: Other Postemployment Benefits - Continued**

***Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rate***

The following presents the City's total OPEB liability, calculated using the current healthcare cost trend rate of 7% decreasing to 5%, as well as the total OPEB liability calculated using a healthcare cost trend rate that is 1% lower (6% decreasing to 4%) or 1% higher (8% decreasing to 6%) than the current rate:

	1% Decrease 6% Decreasing to 4%	Current Healthcare Cost Trend Rate 7% Decreasing to 5%	1% Increase 8% Decreasing to 6%
Total OPEB Liability	\$ 3,405,161	\$ 3,764,177	\$ 4,192,181

The sensitivity of the net OPEB liability to changes in the discount rate and current healthcare cost trend rate were calculated using the September 30, 2017, net OPEB liability and consistent ratios between the 1% decrease and 1% increase scenarios from the fiscal year 2016 actuarial valuation report. It is assumed that future cash flow patterns for the September 30, 2017 OPEB liabilities are expected to be similar to those used in the development of the liabilities presented in the fiscal year 2016 actuarial valuation report.

***Changes in the Total OPEB Liability are:***

Total OPEB Liability - Beginning of year	\$ 3,732,965
Service Cost	252,911
Interest	116,828
Benefit Payments	<u>(338,527)</u>
Net Change in Total OPEB Liability	31,212
Total OPEB Liability - End of Year	<u><u>\$ 3,764,177</u></u>

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 12: Other Postemployment Benefits - Continued**

The calculation of OPEB expense for the year ended September 30, 2017 is shown below:

Service Cost	\$ 252,911
Interest on Total OPEB Liability	116,828
Recognition of Deferred (Inflows)/Outflows of Resources	
Economic/Demographic (Gains)/Losses	44,550
Assumption Changes	<u>44,162</u>
OPEB Expense	<u><u>\$ 458,451</u></u>

***Deferred Outflows of Resources***

Under GASB 75, gains and losses which are amortized over future years are referred to as deferred inflows or gains, and deferred outflows or losses. Economic and demographic gains and losses and changes in the total OPEB liability due to changes in assumptions are recognized over a closed period equal to the average expected remaining service lives of all covered active and inactive members, determined as of the beginning of the measurement period. The amortization period is calculated as the weighted average of expected remaining service lives assuming zero years for all inactive members. As of September 30, 2017, the deferred outflows of resources related to OPEB are as follows:

	<b><u>Deferred Outflows of Resources</u></b>
Differences between expected and actual experience	\$ 574,693
Changes of assumptions	<u>569,683</u>
Total	<u><u>\$ 1,144,376</u></u>

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 12: Other Postemployment Benefits - Continued**

***Deferred Outflows of Resources - Continued***

Amounts currently reported as deferred outflows of resources related to OPEB will be recognized in future years' OPEB expense as follows:

Year ending September 30	<u>Annual Recognition</u>
2018	\$ 88,712
2019	88,712
2020	88,712
2021	88,712
2022	88,712
Thereafter	<u>700,816</u>
Total	<u><u>\$ 1,144,376</u></u>

***Schedule of Deferred Outflows of Resources***

	<u>Original Amount</u>	<u>Date Established</u>	<u>Original Recognition Period</u>	<u>Recognized in Expense Sep 30, 2017</u>	<u>Deferred Outflows Sep 30, 2017</u>
Economic/ Demographic (Gains)/Losses	\$ 663,793	9/30/2017	14.9	\$ 44,550	\$ 574,693
Assumption Changes	\$ 658,007	9/30/2017	14.9	\$ 44,162	\$ 569,683

**Note 13: Interfund Balances and Activity**

During the course of operations, numerous transactions occur between individual funds that may result in amounts owed between funds. Those that are related to goods and services type transactions are classified as "due to and from other funds."

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 13: Interfund Balances and Activity - Continued**

Balances due to/from other funds at September 30, 2017, consists of the following:

<b>Due To</b>	<b>Due From Nonmajor Governmental</b>
General	\$ 19,802
Community Betterment	24,295
	<u>\$ 44,097</u>

Transfers are used to (a) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (b) move revenues from restricted funds to funds where the expenditures were incurred related to the restriction and to (c) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

Transfers to/from other funds for the year ended September 30, 2017, consisted of the following:

<b>Transfer To</b>	<b>Transfer From</b>		
	<b>General Fund</b>	<b>Community Betterment</b>	<b>Debt Service</b>
General	\$ -	\$ 2,641,302	\$ 2,842,407
Community Betterment	1,075,000	-	-
	<u>\$ 1,075,000</u>	<u>\$ 2,641,302</u>	<u>\$ 2,842,407</u>

**Note 14: Risk Management**

The City is exposed to various risks of loss related to torts; theft, damages to, or destruction of assets; errors or omissions; injuries to employees; or acts of God for which the City carries commercial insurance. For the year ended September 30, 2017, the City has a self-insured retention for workers' compensation exposures up to \$500,000 per individual. The City has purchased commercial insurance for amounts in excess of the self-insurance. The City currently reports all of its risk management activities in the fund financial statements in its General Fund. Settled claims have not exceeded coverage in any of the past three fiscal years.

Claim liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated in the government-wide financial statements. In the governmental funds, only claims that are expected to be liquidated with expendable available financial resources are recorded as a fund liability. At September 30, 2017, the estimated amount of the City's claims liabilities was \$240,727, which is reported in the government-wide financial statements. This liability is the City's best estimate based on available information.

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 14: Risk Management - Continued**

The following is a summary of the changes in the estimated workers' compensation claims liability for the years ended September 30, 2017 and 2016, which is included in total claims liabilities:

Balance, October 1, 2015	\$ 433,974
Current year claims and changes in estimates	620,096
Claims payments	(343,839)
	<hr/>
Balance, September 30, 2016	\$ 710,231
Current year claims and changes in estimates	(103,554)
Claims payments	(365,950)
	<hr/>
Balance, September 30, 2017	<u><u>\$ 240,727</u></u>

**Note 15: Commitments and Contingencies**

***Claims and Litigation***

The City is involved in various litigation in the normal course of its operations and services. In the opinion of City management, although the outcome of any legal proceedings cannot be predicted with certainty, the ultimate liability of the City in connection with its legal proceedings will not have a material effect on the City's financial position, but could be material to the results of operations in future accounting periods.

***Government Grants***

The City participates in a number of federally assisted grant programs, which are subject to financial and compliance audits. The amount of expenditures, if any, which may be disallowed by the granting agencies, is not determinable at this time; however, City officials do not believe that such amounts, if any, would be significant.

**Note 16: Interlocal Agreements**

In 1970, the City entered into an interlocal agreement with Eastern Sarpy County Suburban Fire Protection District to provide fire protection and emergency rescue services throughout the District. As compensation for providing such services, the District agreed to pay a proportional share of the fire department operating expenses based on the valuation of the District compared to the combined valuation of the District and the City, but limited to the annual levy limit allowed by state statute. The City billed approximately \$1,365,000 to the District for the year ended September 30, 2017, of which \$387,725 was due to the City at year-end.

**City of Bellevue, Nebraska**  
**Notes to Financial Statements**  
**September 30, 2017**

**Note 16: Interlocal Agreements - Continued**

An interlocal agreement to establish a countywide communication center became operational in 1993. The center provides emergency response dispatching to the sheriff's department, three police departments and five fire/rescue departments from a centralized location at the Sarpy County courthouse. Funding is provided by a county bond issue, payments from municipalities and E-911 telephone fees. The City paid \$327,424 to support this system during the year ended September 30, 2017.

**Note 17: Assignment of Future Cellphone Tower Lease Revenues**

On December 10, 2013, the City entered into an agreement with a third party, under which the City relinquishes to the third party its future cellphone tower lease revenues for the next 40 years. The City received from the third party a lump-sum payment of \$2,650,000 in exchange for the rights to receive and retain 100 percent of the City's cellphone tower lease revenues through 2053 for those cell tower sites in existence at December 10, 2013. The proceeds were used to fund general operations of the City and are shown as other long-term liabilities on the statement of net position which are being amortized over the life of the agreement.

**Note 18: Tax Abatements**

The City of Bellevue provides tax abatements under the Tax Increment Financing Program (TIF) to encourage improvements to blighted property. The program is established under the auspices of a state statute (Article 21, Section 18-2101 – 2144) empowering cities and counties to establish such programs. The abatements equal 100 percent of the additional property tax resulting from the increase in assessed value as a result of the improvements, are administered as a rebate of the incremental taxes generated from the improvements to property, and last for up to 15 years. Eligibility for approval requires the property to have no loss of pre-existing tax revenues and the developer demonstrates the project is not feasible without TIF. Abatements are obtained through application by the property owner and are reviewed and approved by a TIF council prior to commencing the improvements. These abatements reduce the net property tax to the City of Bellevue and meet the definition of a tax abatement in GASB Statement No. 77. Taxes abated under TIF for the year ended September 30, 2017 were approximately \$123,000.

Draft  
3/26/2018

***Required Supplementary Information***

**City of Bellevue, Nebraska**  
**Required Supplementary Information**  
**September 30, 2017**

**Schedule of Changes in the City's Police Pension Plan Net Pension Liability and Related Ratios**

	2017	2016	2015
<b>Total Pension Liability</b>			
Service cost	\$ 51,455	\$ 49,956	\$ 21,294
Interest	75,969	100,818	95,327
Differences between expected and actual experience	57,115	-	1,316,179
Effect of assumption changes or inputs	10,597	-	575,754
Benefit payments	<u>(266,392)</u>	<u>(1,378,670)</u>	<u>(1,029,443)</u>
Net change in total pension liability	(71,256)	(1,227,896)	979,111
Total pension liability - beginning	<u>2,144,886</u>	<u>3,372,782</u>	<u>2,393,671</u>
Total pension liability - ending (a)	<u><u>\$ 2,073,630</u></u>	<u><u>\$ 2,144,886</u></u>	<u><u>\$ 3,372,782</u></u>
<b>Plan Fiduciary Net Position</b>			
Contributions - employer	266,392	1,378,670	1,029,443
Benefit payments	<u>(266,392)</u>	<u>(1,378,670)</u>	<u>(1,029,443)</u>
Net change in plan fiduciary net position	-	-	-
Plan fiduciary net position - beginning	<u>-</u>	<u>-</u>	<u>-</u>
Plan fiduciary net position - ending (b)	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>
<b>City's Net Pension Liability - Ending (a) - (b)</b>	<u><u>\$ 2,073,630</u></u>	<u><u>\$ 2,144,886</u></u>	<u><u>\$ 3,372,782</u></u>
Plan fiduciary net position as a percentage of the total pension liability	-	-	-
Covered payroll	\$ 6,099,735	\$ 6,537,271	\$ 6,858,238
City's net pension liability as a percentage of covered payroll	34.00%	32.81%	49.18%

Note to Schedule:

Results for the other years within the last ten years are not available and will be developed prospectively from 2015.

Changes in assumptions since the last actuarial valuation:

- decrease in discount rate from 3.68% to 3.64%
- State Statute Actuarial Equivalence for Minimum Benefits assumes updated mortality table (from IRS 2015 Mortality Table to IRS 2017 Mortality Table)



**City of Bellevue, Nebraska**  
**Required Supplementary Information**  
**September 30, 2017**

**Schedule of City Contributions for the Police Pension Plan**

	<u>2017</u>	<u>2016</u>	<u>2015</u>
Actuarially determined employer contribution	\$ 266,392	\$ 1,378,670	\$ 1,029,443
Actual employer contributions	<u>266,392</u>	<u>1,378,670</u>	<u>1,029,443</u>
Annual contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll - current	\$ 6,099,735	\$ 6,537,271	\$ 6,858,238
Actual contributions as a percentage of covered payroll	4.37%	21.09%	15.01%

Note to Schedule:

Results for the other years within the last ten years are not available and will be developed prospectively from 2015

Valuation date: 9/30/2017

Actuarially determined contribution rates are calculated as the City's contributions paid to retirees during the fiscal year to fund the minimum pension benefits of the Plan.

Methods and assumptions used to determine contribution rates:

Actuarial cost method: Immediate

Amortization method: Level dollar, closed

Asset valuation method: Market Value

Salary increases: 3%

Investment rate of return: Actual annuity purchase rates and 7%

Mortality table: Actual annuity purchase rates and the 1994 GAM table

**City of Bellevue, Nebraska**  
**Required Supplementary Information**  
**September 30, 2017**

**Schedule of Changes in the City's OPEB Liability and Related Ratios**

	<u>2017</u>	<u>2016</u>
<b>Total OPEB Liability</b>		
Service cost	\$ 252,911	\$ 158,600
Interest	116,828	122,218
Differences between expected and actual experience	-	663,793
Effect of assumption changes or inputs	-	658,007
Benefit payments	<u>(338,527)</u>	<u>(307,096)</u>
Net change in total other postemployment benefits liability	31,212	1,295,522
Total other postemployment benefits liability - beginning	<u>3,732,965</u>	<u>2,437,443</u>
Total other postemployment benefits liability - ending	<u><u>\$ 3,764,177</u></u>	<u><u>\$ 3,732,965</u></u>

Notes to Schedule:

No assets are accumulated to pay the above benefits.

Changes in assumptions since last actuarial valuation 2016:

- decrease in discount rate from 5% to 3.06%
- medical trend rate changed to 7.0% grading to 5.0% over eight years
- mortality table changed to RP 2014 annuitant distinct mortality table adjusted to 2016 with MP 2015 generational projection of future mortality improvement

Results for the other years within the last ten years are not available and will be developed prospectively from 2016.

Draft  
3/26/2018

***Supplementary Information***

Draft  
3/26/2018

**City of Bellevue, Nebraska**  
**Schedule of Expenditures of Federal Awards**  
**Year Ended September 30, 2017**

<b>Federal Grantor/ Pass-Through Grantor/Program or Cluster Title</b>	<b>Federal CFDA Number</b>	<b>Pass-Through Entity Identifying Number</b>	<b>Passed Through to Subrecipients</b>	<b>Total Federal Expenditures</b>
U.S. Department of Transportation/ Nebraska Department of Roads/ Highway Safety Cluster/ State and Community Highway Safety	20.600	0402 (1625)	\$ -	\$ 7,571
U.S. Department of Transportation/ Nebraska Department of Roads Highway Safety Cluster/ National Priority Safety Programs	20.616	405B (1614) 405C (1516) 405D (1605) 405D (1504)	-	25,760
		Total Highway Safety Cluster	-	33,331
		Total U.S. Department of Transportation	-	33,331
U.S. Department of Housing and Urban Development/ CDBG - Entitlement Grants Cluster/ Community Development Block Grants/ Entitlement Grant	14.218		40,865	307,419
Department of Justice/ Equitable Sharing Program	16.922		-	38,246
Department of Justice/ Bulletproof Vest Partnership Program	16.607		-	1,616
		Total Department of Justice	-	39,862
Executive Office of the President/ City of Omaha/ High Intensity Drug Trafficking Areas Program	95.001	None	-	3,025
U.S. Department of Homeland Security/ Staffing for Adequate Fire and Emergency Response ( SAFER)	97.083		-	884,882
			\$ 40,865	\$ 1,268,519

**City of Bellevue, Nebraska**  
**Schedule of Expenditures of Federal Awards - Continued**  
**Year Ended September 30, 2017**

**Notes to Schedule**

1. The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of the City of Bellevue, Nebraska (City) under programs of the federal government for the year ended September 30, 2016. The information in this Schedule is presented in accordance with the requirements of the Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or cash flows of the City.
2. Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles contained in OMB Circular A-87 or the cost principles contained in Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance), wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. The City has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

**Report on Internal Control over  
Financial Reporting and on Compliance and Other Matters Based on an  
Audit of the Financial Statements Performed in Accordance with  
Government Auditing Standards**

**Independent Auditor's Report**

The Honorable Mayor and Members of the City Council  
City of Bellevue, Nebraska

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Bellevue, Nebraska (the "City"), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March \_\_, 2018.

***Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies, and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as item 2017-001, that we consider to be a significant deficiency.

***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

***City of Bellevue's Response to Finding***

The City's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

***Purpose of this Report***

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Omaha, Nebraska  
March \_\_, 2018

**Report on Compliance for Each Major Federal Program  
and Report on Internal Control Over Compliance**

**Independent Auditor's Report**

The Honorable Mayor and Members of the City Council  
City of Bellevue, Nebraska

**Report on Compliance for the Major Federal Program**

We have audited the City of Bellevue, Nebraska's (the "City") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended September 30, 2017. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with federal statutes, regulations and terms and conditions of its federal awards applicable to its federal programs.

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for the City's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the City's compliance.



***Opinion on the Major Federal Program***

In our opinion, the City of Bellevue, Nebraska complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2017.

**Report on Internal Control over Compliance**

Management of the City of Bellevue, Nebraska is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Omaha, Nebraska  
March \_\_, 2018

**City of Bellevue, Nebraska**  
**Schedule of Findings and Questioned Costs**  
**Year Ended September 30, 2017**

**Summary of Auditor's Results**

*Financial Statements*

1. The type of report the auditor issued on whether the financial statements audited were prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) were:

☒ Unmodified      ☐ Qualified      ☐ Adverse      ☐ Disclaimer

2. The independent auditor's report on internal control over financial reporting disclosed:

Significant deficiency(ies)?

☒ Yes      ☐ None Reported

Material weakness(es)?

☐ Yes      ☒ No

3. Noncompliance considered material to the financial statements was disclosed by the audit?

☐ Yes      ☒ No

*Federal Awards*

4. The independent auditor's report on internal control over compliance for major federal awards programs disclosed:

Significant deficiency(ies)?

☐ Yes      ☒ None Reported

Material weakness(es)?

☐ Yes      ☒ No

5. The opinion expressed in the independent auditor's report on compliance for major federal awards was:

☒ Unmodified      ☐ Qualified      ☐ Adverse      ☐ Disclaimer

6. The audit disclosed findings required to be reported by 2 CFR 200.516(a)?

☐ Yes      ☒ No

7. The City's major program was:

Cluster/Program	CFDA Number
Staffing for Adequate Fire and Emergency Response	97.083

**City of Bellevue, Nebraska**  
**Schedule of Findings and Questioned Costs - Continued**  
**Year Ended September 30, 2017**

***Summary of Auditor's Results - Continued***

8. The threshold used to distinguish between Type A and Type B programs was \$750,000.

9. The City qualified as a low-risk auditee?

☐ Yes

☒ No

**City of Bellevue, Nebraska**  
**Schedule of Findings and Questioned Costs - Continued**  
**Year Ended September 30, 2017**

**Findings Required to be Reported by Government Auditing Standards**

Reference Number	Finding
2017-001	<p><b><i>Criteria or Specific Requirement</i></b> – Management is responsible for the preparation of the financial statements in accordance with accounting principles generally accepted in the United States of America.</p> <p><b><i>Condition</i></b> – The preparation of the City’s financial statements required the auditor’s assistance and proposed adjusting journal entries for proper financial statement presentation.</p> <p><b><i>Context</i></b> – Potential adjustments that, individually or in the aggregate, have a significant effect on the financial statements at year-end were not identified in all circumstances.</p> <p><b><i>Effect</i></b> – Auditor assistance was necessary for proper financial statement preparation.</p> <p><b><i>Cause</i></b> – The Finance Department provided the majority of the entries necessary to convert the financial statements from cash basis to modified accrual and full accrual; however, the City did not identify all potential adjustments that had a significant effect on the financial statements at year-end.</p> <p><b><i>Recommendation</i></b> – Management should modify procedures to ensure that controls and resources are in place that will allow for the preparation of the financial statements in accordance with accounting principles generally accepted in the United States of America.</p> <p><b><i>Views of Responsible Officials and Planned Corrective Actions (Management’s Response)</i></b> – Agree. See separate corrective action plan.</p>

Draft  
3/26/2018

**City of Bellevue, Nebraska**  
**Schedule of Findings and Questioned Costs - Continued**  
**Year Ended September 30, 2017**

**Findings Required to be Reported by Uniform Guidance**

<b>Reference Number</b>	<b>Finding</b>	<b>Questioned Costs</b>
	No matters are reportable	

City of Bellevue, Nebraska  
Status of Prior Audit Findings  
Year Ended September 30, 2017

Reference Number	Summary of Finding	Status
2016-001	The preparation of the City's financial statements required auditor assistance and proposed adjusting entries for proper financial statement presentation.	Partially corrected See 2017-001 and separate corrective action plan.
<b><i>Reason for Recurrence, Corrective Action Planned and Corrective Action Already Taken</i></b> – The effectiveness of the financial statement preparation process has continued to significantly improve; however, the accounting systems and resources needed to be enhanced, which has been accomplished since the end of the fiscal year. Staff identified several material issues over the past two years that increased the accuracy and usefulness of the financial statements. Additionally, the underlying financial statements have increased in complexity as evidenced by the expansion of the related notes to the financial statements.		

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

7c  
3.26.18

COUNCIL MEETING DATE:	03/26/2018	AGENDA ITEM TYPE:	
SUBMITTED BY:  Finance Director		SPECIAL PRESENTATION	<input checked="" 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:

Presentation and acceptance of the Annual Audited Financial Statements for the period October 1, 2016 through September 30, 2017.

SYNOPSIS:

The fiscal year end 2017 audit has been completed. The City of Bellevue has received an unqualified opinion again this year on its financial statements. The City's Audit Committee was briefed and received a draft report. The next step is acceptance by City Council and submission/distribution to the State Auditor and other interested parties.

FISCAL IMPACT:

n/a

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:	
	GL Account #:	GL Account Name:

RECOMMENDATION:

Accept the Auditor's Report and Financial Statements of the City of Bellevue for the Year Ended September 30, 2017.

BACKGROUND:

BKD LLP has audited the financial statements for the year ended September 30, 2017 (fiscal year October 1, 2016 through September 30, 2017). The audited financial statements are due to the State Auditor by March 31, 2018. Others parties rely on the audited financial statements such as bond holders and providers of grants and funding for City projects and operations. This year's report again includes a Management's Discussion and Analysis section in which management describes numerous aspects of the City.

ATTACHMENTS:

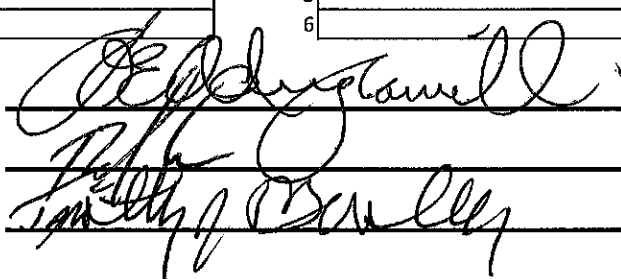
1	2017 Audited Financial Statements	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

9a.1  
3.26.18

COUNCIL MEETING DATE:	3/26/2018	AGENDA ITEM TYPE:
SUBMITTED BY:  Jeff Roberts, Public Works Director Brian Madison, Parks Superintendent	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input checked="" type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input checked="" type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Amend Chapter 21, Bellevue Municipal Code, Parks and Recreation, to add Article II, Bellevue Cemetery and Approve the Resolution to adopt the Rules and Regulations of the Bellevue Municipal Cemetery.

SYNOPSIS:

Request to Amend Chapter 21, Bellevue Municipal Code, Parks and to add Article II, Bellevue Cemetery

FISCAL IMPACT:

0

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

Request approval to amend Chapter 21, Bellevue Municipal Code, Parks and Recreation to add Article II, Bellevue Cemetery Sections 21-31 through 21-37 as it pertains to the operation, maintenance, and rules and regulations of the Bellevue Cemetery and approve the Resolution to adopt the Rules and Regulations of the Bellevue Municipal Cemetery.

BACKGROUND:

On December 11, 2017, City Council voted to continue Ordinance No. 3889 for three months so that a committee could be established to review and revise the rules. The Rules and Regulations have been reviewed and revised and the City Attorney's office also reviewed them.

ATTACHMENTS:

1 Ordinance No. 3889

2 Resolution

3 Rules and Regulations

4

5

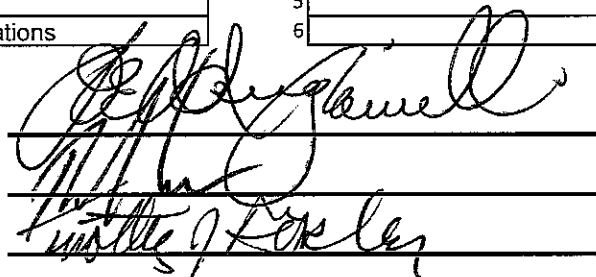
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





AN ORDINANCE TO ADD NEW ARTICLE II, BELLEVUE CEMETERY, SECTIONS 21-31 TO 21-37, TO THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE OPERATION, MAINTENANCE, AND RULES AND REGULATIONS OF THE BELLEVUE CEMETERY; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That new Article II, Bellevue Cemetery, of Chapter 21, Parks and Recreation; Bellevue Cemetery, Sections 21-31 to 21-36 of the Bellevue Municipal Code are hereby added to read as follows:

**Chapter 21—PARKS AND RECREATION; BELLEVUE CEMETERY**

**ARTICLE I. PARKS AND RECREATION**

[Sec. 21-1 through Sec. 21-23]

**ARTICLE II. BELLEVUE CEMETERY**

**Sec. 21-31. Bellevue Cemetery—management and operation as a municipal cemetery.**

The Bellevue Cemetery, located at West 13<sup>th</sup> Avenue and Franklin Street, with its principle office located at 8201 South 42<sup>nd</sup> Street, shall be managed and operated as a municipal cemetery by the city of Bellevue under the supervision and direction of the parks superintendent, for the purpose of burial of the dead, and the city shall exercise police jurisdiction over the cemetery.

**Sec. 21-32. Same—maintenance; funds; how used.**

(a) The city may survey, plat, map, grade, fence, ornament, and otherwise improve all cemetery grounds and avenues leading thereto. The city may construct walks, rear and protect ornamental trees therein, and provide for paying the expenses thereof.

(b) The city may set aside the proceeds of the sale of lots as a perpetual fund to be invested as provided herein. The income from the fund may be used for the general care, management, maintenance, improvement, beautifying, and welfare of the cemetery. The principal of the perpetual fund may be used for the general care, management, maintenance, improvement, beautifying, and welfare of the cemetery as long as no more than twenty percent of the principal is so used in any fiscal year and no more than forty percent of the principal is so used in any period of ten consecutive fiscal years. The principal of the perpetual fund may also be used for the purchase and development of additional land to be used for cemetery purposes as long as no more than twenty-five percent of the principal is so used in any fiscal year and no more than thirty-five percent of the principal is so used in any period of ten consecutive fiscal years.

(c) The city may receive money by donation, bequest, or otherwise for credit to the perpetual fund to be invested as provided herein or as conditioned by the donor. The income therefrom may be used for the general care, management, maintenance, improvement, beautifying, and welfare of the cemetery as the donor may designate. The principal therefrom may be used for the general care, management, maintenance, improvement, beautifying, and welfare of the cemetery as the donor may designate as long as no more than twenty percent of the principal is so used in any fiscal year and no more than forty percent of the principal is so used in any period of ten consecutive fiscal years. The principal therefrom may also be used for the purchase and development of additional land to be used for cemetery purposes as the donor may designate as long as no more than twenty-five percent of the principal is so used in any fiscal year and no more than thirty-five percent of the principal is so used in any period of ten consecutive fiscal years.

(d) The city treasurer shall be the custodian of such funds, and the same shall be invested by a board composed of the mayor, city treasurer, and city clerk.

(e) This section does not limit the use of any money that comes to the city by donation, bequest, or otherwise that is not designated to be credited to the perpetual fund or that allows greater use for purchase or development of additional land to be used for cemetery purposes.

**Sec. 21-33. Same—lots; how conveyed; title.**

The city may convey cemetery lots owned by the city, by certificates signed by the mayor and countersigned by the clerk under the seal of the city, specifying that the person to whom the same is issued is the owner of the lot or lots described therein by number as laid down on such plat or map, for the purpose of interment. Such certificate shall vest in the proprietor, his or her heirs and assigns, a right in fee simple of such lot for the sole purpose of interment, under the regulations of the city council.

**Sec. 21-34. Same—sale of lots; monuments; rules and regulations.**

The city may:

- (a) limit the number of cemetery lots which shall be owned by one person at the same time;
- (b) prescribe rules for enclosing, adorning, and erecting monuments and tombstones on cemetery lots;
- (c) prohibit any diversion of the use of such lots and any improper adornment thereof, but no religious test shall be made as to the ownership of lots, the burial therein or the ornamentation of graves or lots.

**Sec. 21-35. Same—rules governing; enforcement.**

The city may by resolution pass rules imposing penalties and fines not exceeding one hundred dollars, regulating, protecting and governing the cemetery, the owners of lots therein, visitors thereof, and trespassers therein. The officers of such city shall have as full jurisdiction and power in the enforcing of such rules as though they related to the city itself.

**Sec. 21-36. Same—cemetery committee.**

The city may pass a resolution to create a cemetery committee. The committee shall serve as an advisory body to the city council as to the rules and regulations for the proper use of the cemetery. The resolution shall proscribe the composition of the committee, its number of members, terms and length of service of members, committee organization and frequency of meetings.

**Sec. 21-37. Same—prior rules and committees abolished.**

All cemetery rules and regulations adopted by the city council are hereby abolished on January 1, 2018. Any cemetery committee or association created pursuant to any prior ordinance, resolution, or other process approved by an affirmative vote of the city council is hereby disbanded as of January 1, 2018.

Section 2. That any section of the Bellevue Municipal Code in conflict with this ordinance as heretofore existing is hereby repealed in its entirety.

Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval and publication as provided by law.

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of December 2017.

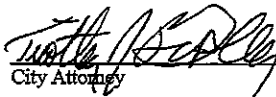
ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

1  
2 First Reading 11-13-17  
3  
4 Second Reading 11-27-17  
5  
6 Third Reading 12-11-17,

APPROVED AS TO FORM:

  
City Attorney



## City of Bellevue

Office of the City Administrator

December 4, 2017

To: Mayor Sanders, City Council President Hansen and  
Members of the Bellevue City Council  
From: Joseph A. Mangiamelli, City Administrator  
Subject: Cemetery Rules update and recommendation on creation of a cemetery committee

The hearing held on November 27 for the proposed Cemetery Rules provided opportunities for staff to take another look at some of the proposed rules for operating the Bellevue Municipal Cemetery. Insights from the public and City Councilmembers have been considered and the rules provided herein reflect a few recommended amendments.

**Flags:** Contrary to the erroneous comment from an elected official at the hearing, the goal is not to "ban U.S. flags" but to provide a better definition of what is allowed. The red herring "Nazi" and "confederate" flags discussion is moot. The former Nazi flag is not the flag of Germany so would not be allowed; there are no confederate soldiers buried at the cemetery, so that issue is bogus. The revised language in the rules submitted for approval herein includes the following: "The following flags will be permitted year round: the flag of the United States of America, and current national flags adopted by recognized sovereign nations; flags of the United States Armed Forces (Air Force, Army, Coast Guard, Marines or Navy); and, flags representing Bellevue public safety organizations (police, fire and rescue). They are to be cloth and not to exceed 12" x 18". Flags must be placed on a brass flag holder, vase or a permanent marker on the headstone. When flags become torn or worn, they will be removed by Cemetery employees."

**Grave markers:** The prior rules did not provide for marble headstone markers; the rules have been revised to provide for a more inclusive marker as noted herein "stone markers".

**Hours of operation:** The daily hours for the cemetery being opened are being modified to specific time periods, 8 a.m. to 8 p.m. during Daylight Saving periods and 8 a.m. to 5 p.m. during other months. This will provide consistency and allow for improved security.

**Flowers:** Fresh flowers will be allowed under similar provisions to wreaths laid at gravesites.

**Vigil lights:** Vigil lights have not been a maintenance problem s allowance for them in the prior rules is affirmed.

December 4, 2017

Page 2

Lot resale: The owner of a cemetery lot(s) can determine whether the lot will be needed and, if not resell the lot through a funeral home or back to the city at the cost for which it was originally purchased. This is a common practice for municipally owned cemeteries and no change is recommended.

Noise restrictions – no rules are recommended for inclusion at the present time.

Disinterment – Clarification provided as to any refund of purchase upon disinterment.

All of these issues will be monitored by city staff upon adoption of Resolution No. 2017-24. Future changes will be brought forward for City Council input and approval.

NOTE: Staff is not recommending the creation of a cemetery committee at this time. Should there be some capital planning that becomes necessary or, for example, an expansion of the cemetery becomes necessary or other larger issue, we would propose creation of a committee at that time provide a recommended direction. A committee should be created for advice on major issues not for routine day to day operations of the cemetery.

RESOLUTION NO. 2018-11

WHEREAS, the Mayor and City Council of the City of Bellevue, Nebraska, is considering passage of Ordinance No. 3889 that will provide for the Bellevue Municipal Cemetery to be operated in accord with the provisions of state statute; and,

WHEREAS, in compliance with the provisions of Ordinance No. 3889, when passed and advertised, city staff has prepared rules and regulations for the operation of the cemetery; and,

WHEREAS, the rules and regulations, a copy of which is attached and by this reference made a part hereof, have been reviewed for conformity with Nebraska State Statutes, and, as well, recent court cases settled in other states.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, that the Rules and Regulations of the Bellevue Municipal Cemetery are approved, effective March 26, 2018.

PASSED AND APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Rita Sanders, Mayor

ATTEST:

\_\_\_\_\_  
Sabrina Ohnmacht, City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**RULES AND REGULATIONS**  
**OF THE**



**BELLEVUE MUNICIPAL CEMETERY**  
**BELLEVUE, NEBRASKA**

**BELLEVUE CEMETERY  
13TH AVENUE AND FRANKLIN STREET  
BELLEVUE, NEBRASKA 68005**

**WHERE TO CALL FOR INFORMATION:**

**To purchase cemetery spaces, get information on burials, decorations or other  
cemetery issues, call:**

**OFFICE OF THE BELLEVUE CEMETERY  
8201 S. 42<sup>nd</sup> Street  
BELLEVUE, NEBRASKA 68147  
(402) 293-3125  
7:00 am – 3:30 pm, Monday through Friday**

**The Bellevue Police Department may be contacted for after hour emergencies  
at (402) 293-3100.**



## **RESPONSIBILITIES**

**The Bellevue City Council, City Administrator, and Mayor are responsible to the citizens of the community by providing an attractive cemetery for interment of loved ones.**

**The purpose of the following Rules and Regulations is to ensure the preservation of the rich historical character and integrity of the Bellevue Cemetery.**

## **GENERAL SUPERVISION OF CEMETERY**

**The supervision and management of day-to-day operations of the cemetery shall be under the direction of the Cemetery Caretaker, who in turn shall be responsible to the Parks Superintendent, Public Works Director, City Administrator, for direct and complete supervision of the cemetery in all matters.**

## **ADMISSION TO CEMETERY**

**All persons coming into the cemetery shall obey all Rules and Regulations adopted by the Bellevue City Council. Management reserves the right to refuse admission to anyone not an interment right owner, relative, or invitee of a person buried in the cemetery.**

## **CEMETERY MANAGEMENT IN CHARGE OF FUNERAL**

**On reaching the Bellevue Cemetery grounds, all funerals shall be under the supervision of the Cemetery Caretaker and cemetery staff. Management is hereby empowered to enforce all Rules and Regulations and to exclude from the cemetery any person violating the same. This includes having charge of the grounds and buildings and at all times shall have supervision and direction of all persons in the cemetery, funeral services, traffic, interment owners, and invitees.**

## **GENERAL RULES**

**The cemetery is open every day of the year weather permitting. Hours of operation are from 8:00 a.m. to 10:00 p.m.**

**The Parks Superintendent or designated representative may open or close the cemetery when in his judgment the appropriate use of the cemetery dictates it.**

**No person shall:**

- **Operate a motor vehicle within the cemetery except on established roadways.**
- **Dispose of rubbish or debris on any part of the cemetery grounds except in approved receptacles provided by the cemetery.**

- **Disturb any trees, shrubs, plants, or monuments without the consent of the Parks Superintendent.**
- **Bring alcoholic beverages on cemetery property.**
- **Permit any pets to enter or remain in the cemetery unless such pet is on a leash.**
- **Erect a marker, monument or vase without first contacting the Parks Superintendent or designated representative and obtaining the necessary authorization.**

**The Cemetery Caretaker has the general oversight of the cemetery and shall coordinate the time and day of all interments, including disinterments, with all Funeral Directors or family members.**

**If Honor/Color Guard activities are requested, approval will be made by the Cemetery Caretaker.**

**All traffic rules of the City of Bellevue shall be applicable to operations of vehicles in the Bellevue Cemetery. Vehicles are to be driven at a safe reasonable speed. Any person driving in the cemetery shall be responsible for any damage done by the vehicle, and/or person of such vehicle.**

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## **TERMS OF PURCHASE**

- 1. Lots may be purchased during regular business hours at the Cemetery Office located at 8201 S. 42nd Street, 7:00 am – 3:30 pm, Monday through Friday.**
- 2. All grave sites must be paid in full within two (2) years of the date of purchase. Prior arrangements may be made with the Parks Superintendent to extend the payment period.**
- 3. Any lot or grave site not paid for in full within two (2) years of the purchase date may be forfeited to the City of Bellevue for resale.**
- 4. Grave sites will not be opened until paid for in full, including opening and closing charges.**
- 5. Upon full payment of the purchase price of a lot, the City of Bellevue will convey a cemetery certificate under its seal. Lots or fractional lots for which lot certificate's have been issued by the City will not thereafter be divided except by consent of the Superintendent.**
- 6. All lots are exempt from taxation, cannot be mortgaged, and cannot be seized for any debts other than those encumbered to the City of Bellevue Cemetery.**
- 7. Markers or monuments shall not be placed on a grave site until the grave is paid for in full and the owner has received a certificate from the City of Bellevue.**

## **OWNERSHIP RIGHTS OF INTERMENT**

- 1. The terms "Lot Owner" or "Ownership" shall mean the right to use a lot, or part of a lot, as purchased from the City of Bellevue for burial purposes only as prescribed by existing or subsequent regulations of the Bellevue Cemetery.**
- 2. The City of Bellevue shall have the right to assume that the lot owner acquired the lot of the interment of himself/herself or a member of the family. Unless otherwise directed in writing by the owner, his devisee or heirs, the Parks Superintendent will permit the interment of the family at the request of any person upon proof of eligibility for burial as follows:**
  - (a) The surviving spouse of the lot shall have the first right to interment or to direct the right of interment.**
  - (b) When there is no surviving spouse, the devisee or heirs of the owner may, by written agreement, determine who among them shall have the right of interment or direction of interment. Any such agreement shall be filed with the Parks Superintendent.**
  - (c) In the event the owner, his devisee or heirs, shall not have arranged for future interments, then the devisee or heirs of such owner shall have the right of**

interment in the order of their determination, and they shall provide the City Attorney with the appropriate documentation evidencing authority over the deceased owner's estate.

3. All burial rights in the Bellevue Cemetery occupy the same position as real estate at the death of the owner. Only such persons named in the cemetery records will be recognized as the owner(s) or part owner(s) of lots. In the event of the death of a lot owner, and the cemetery lot is disposed of through the probate process in a court of competent jurisdiction, the estate's Personal Representative shall deliver a copy of his or her Letters of Personal Representative to the Parks Superintendent, who shall then issue a new cemetery certificate at the direction of said Personal Representative. If no probate proceeding is commenced for the deceased lot owner, then anyone claiming to be the deceased lot owner's successor in interest shall present an affidavit pursuant to Neb. Rev. Stat. §30-24,129 to the Parks Superintendent, who shall then issue a new cemetery certificate to such person.
4. The title to a cemetery lot invests in the owner the right to use such lot for burial purposes for any person they may choose to admit, provided such admission is free of charge, without compensation, and in accordance with the Cemetery Regulations.
5. Lot owners may sell their lots or parts thereof to any third person. Transfer may be made only by surrender of the original certificate to the City of Bellevue and issuance of a new certificate to the new owners of lots or parts of lots so transferred. The City of Bellevue assumes no responsibility for satisfactory resale.
6. The City of Bellevue may establish a charge for all transfers of ownership of lots. No transfer of ownership shall be complete or effective until all charges are paid
7. Lot owners will be sent a certified letter if a balance remains at the end of two (2) years from the date of purchase, and will have ten (20) days to contact the Cemetery Office to pay the balance in full. If this is not done, the lots may be forfeited to the City and made available for resale.
8. It shall be the duty of the lot owner to notify the Bellevue Cemetery Office of any change of address. Notice sent to lot owner(s) at the last address on file in the office of the Bellevue Cemetery shall be considered sufficient and proper legal notification.

#### **INTERMENT**

1. Interment will not be made on Sundays or locally observed holidays except by order of the Nebraska Department of Health and Human Services.
2. All graves shall be dug by the City of Bellevue. Depth of graves shall conform to Nebraska Department of Health and Human Services standards or other applicable state statutes.
3. Refilling of the grave and seeding will be done by the City of Bellevue after the grave has settled.

4. Burial will not be permitted until a burial permit has been presented to the Cemetery Caretaker by the Funeral Director. The interment of persons who have died of a contagious disease shall be in strict accordance with the rules of the Nebraska Board of Health.
5. Using the certificate and/or cemetery plot map, the funeral director, family member, and Cemetery Caretaker will identify the appropriate grave site for the deceased. Once determined, the Caretaker will identify the correct site at the Cemetery. An additional charge may be appropriate if a change of location is subsequently made.
6. The City of Bellevue shall be given a twenty-four (24) hour notice or thirty-six (36) hour notice when the ground is frozen from November 14th through March 15th, for the opening and preparation of a grave.
7. The remains of no more than one person shall be interred in any one grave unless approved by the Parks Superintendent and in accordance with State Statutes and Nebraska Department of Health and Human Services standards.
8. The casket in every interment, except for children under five (5) years of age, shall be enclosed in a concrete box or vault. Vaults are to be of non-deteriorating material.
9. All funerals, upon reaching the Cemetery grounds, shall be under the supervision of the Cemetery Caretaker.

#### **DISINTERMENT**

1. The City of Bellevue will require two weeks' notice prior to any disinterment.
2. The City of Bellevue Cemetery employees shall exercise due care in making a disinterment but shall assume no liability for damage to any casket, burial case, urn or contents thereof.
3. If disinterment is done within the first year, the City will, at the request of the plot certificate holder, buy back the grave at a 10% reduction of the original purchase price. An additional 10% reduction per year will continue through the tenth year, after which no more money will be refunded (example: if disinterment is done in year 4, a 40% reduction in the original purchase price will be paid).

#### **LOT CARE**

1. To prevent injury to adjoining lots and to preserve the beauty of the grounds, trees or shrubs shall not be planted, cut down, removed or trimmed without permission of the Parks Superintendent. Such work shall be done by Cemetery employees.
2. The City of Bellevue has the right and responsibility to care for every tree, shrub or vine growing within the Cemetery, whether planted by the lot owner or otherwise. The City

also has the right of removal when it considers such removal advisable. Trees will not be removed to make additional burial space.

3. Decorations at a recent burial will be permitted for 7 days. After the 7 days Cemetery employees will remove decorations without notice.
4. Planting of borders around a lot, or on each corner of a lot, is prohibited.
5. Hedges, fences or enclosures of any kind will not be permitted on or around lots. Wooden boxes, wreaths, glass jars, bottles, toys, cans and other unsightly objects will not be permitted and will be removed by Cemetery employees without notice.
6. The following flags will be permitted year round; the flag of the United States of America, and current national flags adopted by recognized sovereign nations; flags of the United States Armed Forces (Air Force, Army, Marines, Navy, Coast Guard, and Merchant Marines) and flags representing public safety organizations (police, fire, rescue, etc). They are to be cloth and not to exceed 12" x 18". Flags must be placed on a flag holder, vase or a permanent marker on the headstone. When flags become torn or worn, they will be removed by Cemetery employees.
7. Fresh flowers will be permitted year round. If they become wilted they will be removed by Cemetery employees. Artificial flowers will be permitted year round only in a permanent vase attached to the headstone or a permanent vase concreted in the ground, at ground level. Disposable spiked vases are allowed. If they become worn or unsightly, they will be removed by Cemetery employees.
8. Artificial wreaths will be permitted from December 15th through January 15th. Such decorations will be removed by Cemetery employees after January 15th.

Appropriate wreaths and decorations are authorized on holidays such as those listed below a week before and a week after the recognized holiday.

Armed Forces Day  
Easter Sunday  
Mother's Day  
Memorial Day  
Thanksgiving Day

Father's Day  
Independence Day  
Labor Day  
Veteran's Day  
Christmas Day

9. The placing of chairs, glass covered boxes, iron or wooden crosses, trellises, shells, toys, metal designs and similar articles upon graves, are not consistent with the proper appearance of the grounds and will not be permitted. The City of Bellevue will not be responsible for loss or damage to any portable articles left on any lot or grave.
10. Shepherd hooks are not permitted.
11. Vigil lights are permitted, one on each grave, and must be placed near the headstone.

12. Granite or marble benches are permitted only as a headstone/bench combination as specified by the City of Bellevue.

### **MARKERS AND MONUMENTS**

1. A marker or monument shall not be placed on a grave site until the grave is paid in full and the owner has received a cemetery certificate from the City of Bellevue.
2. The small metal marker put on the grave by the funeral director is considered temporary and will be removed and disposed of by Cemetery employees six (6) months from the date of burial or when a permanent marker is installed.
3. Lot owners shall be permitted a flat bronze or stone marker or an upright stone monument.
4. Owners of lots with flat markers installed shall be permitted to replace these with upright monuments at their expense.

5. Maximum size of upright monuments shall be:

Adult Single	36" long x 20" wide base x 36" die and base overall height
Adult Double	72" long x 20" wide base x 60" die and base overall height

6. Maximum size of flat markers shall be:

Adult Single	36" long x 18" wide x 4" thick
Adult Double	60" long x 18" wide x 4" thick
Infant	20" long x 12" wide x 4" thick

7. Government flat markers placed within the Bellevue Cemetery on graves of eligible veterans will be installed by Cemetery employees and governed by veteran headstone and marker placement policy. Lot owner will be charged for materials and labor.
8. Lot owners choosing government upright monuments shall contract with a private company for placement.

### **CREMATION NICHES**

1. Cremation niches shall be governed by the Bellevue Cemetery regulations with the following additions:
  - (a) There shall be cremains of only one person per niche.
  - (b) Cremains shall be sealed in an urn prior to placing in the niche.
  - (c) A sealed urn shall be no larger than 10" x 10" x 10".
  - (d) Niches shall be opened and closed by Cemetery employees.
  - (e) Placing or attaching items to any part of the niche is prohibited, unless approved by the Parks Superintendent.
  - (f) Engraving of niches shall be done by the City of Bellevue.



- (g) The City of Bellevue will not buy back niches after disinterment.**
- (h) Any niche owner who chooses to engrave their door and subsequently sells the niche, such door will need to be replaced by the seller as well as re-engraving of all other names on the door.**

### **GREEN BURIAL OPTION**

- 1. Only single headstone boulders will be allowed, the boulders are 13x13x6-8 inches thick. The boulders are included in the price of the lot.**
- 2. Double size headstone markers are not allowed.**
- 3. This section will be maintained in a natural state, no chemicals will be applied to the section and the area will not be mowed or trimmed.**
- 4. Plantings will only occur with the permission of the Parks Superintendent, all others will be removed.**
- 5. All full size burials will have a concrete dome placed over the remains.**
- 6. All caskets will be made using green materials, handmade caskets are allowed.**

### **SCATTERING GARDEN**

- 1. An engraved brick is included in the price of using the Scattering Garden.**
- 2. Scattering of remains can be done by family members, or at their request, by cemetery staff. All scattering of remains shall be done under the direction of the Cemetery Caretaker.**

### **MAINTENANCE AND RESPONSIBILITIES**

- 1. The City of Bellevue shall be responsible for all grading, landscape work and improvements of any kind: all general care, planting, trimming or removing of all trees, shrubs and herbage of any kind.**
- 2. All improvements or alterations of individual property within the Cemetery grounds shall be under the direction of, and subject to the consent, satisfaction and written approval of the Parks Superintendent. The Parks Superintendent and cemetery staff shall have the right to remove or alter such improvements or alterations at the lot owner's expense if they are made without their written consent, or if they become unsightly, or are found to cause additional maintenance expense.**
- 3. The City of Bellevue reserves the right and privilege, at any time, to resurvey, replat, alter in shape or size, or otherwise change all of any part, portion or subdivision of the unsold property hereby mapped and platted, including the right to lay out and establish roads, walks, drives, buildings or utilities.**

- 4. Persons employed by the City of Bellevue shall not receive any fee, gratuity or commission, either directly or indirectly, under penalty of immediate dismissal.**
- 5. City of Bellevue distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control from damage caused by the elements, an act of God, common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral.**
- 6. In their frequent policing of the cemetery, workers must determine the disposition of various items. Wilted flowers, bottles, and windblown debris will be collected and placed in the dumpster. Unauthorized items at the grave site that may have sentimental value to the owner will be placed in a plastic bag at the grave site for retrieval by the owner. Notification will be attached to the headstone. At the end of the 30-day period, contact will be attempted based on available file information. Bags not removed in 30 days will be disposed of by cemetery personnel.**
- 7. If your grave site or memorial is identified as having unauthorized items in accordance with the provisions set forward in #6 above and you do not agree, please provide the Parks Superintendent with a current photograph of the site. Based upon your photograph and visit to the cemetery the Parks Superintendent, Public Works Director, and City Administrator will make a final determination.**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10a  
3-26-18

COUNCIL MEETING DATE:	March 12, 2018	AGENDA ITEM TYPE:
SUBMITTED BY:  Chris Shewchuk, Planning Director	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:

Request to amend Sections 5.07.04, 5.08.04, 5.09.04, 5.10.04, 5.11.04, 5.12.04, 5.13.04, 5.14.04, and 5.15.04 of the Bellevue Zoning Ordinance regarding household pets.

SYNOPSIS:

The proposed amendment brings the Zoning Ordinance into conformance with the City Code with regard to the recently approved Pet Avocation Permit.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval to this Zoning Ordinance text amendment.

BACKGROUND:

The Zoning Ordinance currently limits residences to three household pets over the age of six months. On January 22, 2018 the City Council passed Ordinance No. 3894 which allows up to five dogs or cats, and no more than a total of six dogs and cats, over the age of six months with the approval of a Pet Avocation Permit from the Nebraska Humane Society. This text amendment brings the Zoning Ordinance into conformance with the provisions of the City Code regarding the permitted number of household pets.

ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff memo
- 3 Proposed Ordinance

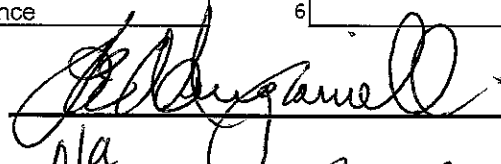

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SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

  
n/a  


# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: March 26, 2018

REQUEST: To amend Sections 5.07.04, 5.08.04, 5.09.04, 5.10.04, 5.11.04, 5.12.04, 5.13.04, 5.14.04, and 5.15.04, City of Bellevue Zoning Ordinance, regarding the keeping of household pets.

On February 22, 2018, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and zero absent to recommend:

***APPROVAL*** based the Planning Department's recommendation.

### VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Madden						
	Perrin						
	Cain						
	Baumgartner						
	Jacobson						
	Ackley						
	Casey						
	Ritz						
	Smith						

Planning Commission Hearing (s) was held on: February 22, 2018



## City of Bellevue

Office of the Planning Department

**To:** Mayor Sanders  
City Council  
City Administrator Joe Mangiamelli  
**From:** Chris Shewchuk, Planning Director  
**Date:** March 5, 2018  
**Subject:** Zoning Ordinance Text Amendment

On January 22, 2018 the City Council approved Ordinance No. 3894 amending the City Code with regard to the number of pets permitted per dwelling unit. The ordinance allows residents to apply for and receive a "Pet Animal Avocation Permit" from the Nebraska Humane Society. Upon approval of such a permit, a resident would be allowed to keep up to five dogs or five cats total and no more than six total dogs and cats six months of age or older.

Approval of Ordinance No. 3894 created a conflict with the provisions of the zoning ordinance. In each residential zoning district (RE, RS-120, RS-84, RS-72, RD-60, RG-50, RG-28, RG-20, and RG-8), the keeping of dogs, cats, and other household pets is a permitted accessory use, but it is limited to three animals over 6 months of age. In order to bring the zoning ordinance into conformance with the amended City Code, the Planning Department is proposing to amend Sections 5.07.04 (RE), 5.08.04 (RS-120), 5.09.04 (RS-84), 5.10.04 (RS-72), 5.11.04 (RD-60), 5.12.04 (RG-50), 5.13.04 (RG-28), 5.14.04 (RG-20), and 5.15.04 (RG-8), Permitted Accessory Uses as follows:

The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as provided for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code.

### **PLANNING DEPARTMENT RECOMMENDATION:**

APPROVAL of the proposed amendment based upon previous action of the City Council.

### **PLANNING COMMISSION RECOMMENDATION:**

APPROVAL based upon the Planning Department's recommendation.

## ORDINANCE NO. 3902

AN ORDINANCE TO AMEND SECTIONS 5.07.04, 5.08.04, 5.09.04, 5.10.04, 5.11.04, 5.12.04, 5.13.04, 5.14.04, AND 5.15.04, ORDINANCE NO. 3619, BELLEVUE ZONING ORDINANCE, RELATING TO THE KEEPING OF HOUSEHOLD PETS; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 5.07.04 of Ordinance No. 3619 is hereby amended to read as follows:

### 5.07.04 Permitted Accessory Uses:

1. Accessory structures no larger than three thousand (3,000) square feet provided they meet the following requirements:
  - A. The accessory structure shall comply with the applicable space limitations, including maximum building height, for the principal structure on the lot.
  - B. The accessory structure shall be adequately screened, in accordance with the provisions of Article 9, from abutting residential properties.
  - C. Use of the accessory structure shall be limited to the residents of the lot upon which the structure is located.
  - D. The accessory structure shall not be used for a home based business or any other commercial use.

The Planning Director shall determine that the purpose, design, and construction of the accessory structure shall be compatible or otherwise in keeping with the surrounding neighborhood.
2. Amateur radio towers and associated facilities, as per Section 8.05.
3. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds, barns, stables, and garages, provided size of the accessory structure is in conformance with these regulations.
4. Family Child Care Home I.
5. Guest houses, not rented or otherwise conducted as a business.
6. Home based businesses, as per Section 8.04.
7. Incidental public safety uses such as emergency sirens.
8. Living quarters for not more than two persons regularly employed on the premises, but not including labor camps or dwellings for transient labor.
9. Offices incidental to and necessary for conducting a permitted use.
10. Portable Outdoor Storage shall be a permitted accessory uses subject to the following conditions:
  - A. Portable outdoor storage shall be permitted for no more than seven days in any thirty day period.
  - B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
  - C. Portable outdoor storage containers shall be placed on an approved hard surface.
  - D. No more than one portable outdoor storage container may be located on a lot at any one time.
11. Private stables, corrals and paddocks when located no closer than 20 feet from any property line, no closer than 50 feet from a street line and no closer than 40 feet from any dwelling on the same or adjoining property. No horse or other equine shall be kept on a lot of less than one acre and two horses, or other equines, may be kept on an acre, but for each additional horse or other equine above two kept there shall be an additional 20,000 square feet in lot area.
12. Raising of hens, as per Section 8.12.
13. Residential and small wind energy systems, subject to Section 8.09.
14. Roadside stands not exceeding 400 square feet in floor area, for the sale of agricultural products grown on the premises.
15. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.

16. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as permitted for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code.

**S**ection 2. That Section 5.08.04 of Ordinance No. 3619 is hereby amended to read as follows:

**5.08.04 Permitted Accessory Uses:**

The following accessory uses are permitted in the RS-120 District:

1. Amateur radio towers and associated facilities, as per Section 8.05.
2. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
3. Family Child Care Home I
4. Guest houses, not rented or otherwise conducted as a business.
5. Home based businesses, as per Section 8.04.
6. Incidental public safety uses such as emergency sirens.
7. Living quarters for not more than two persons regularly employed on the premises.
8. Offices incidental to and necessary for conducting a permitted use.
9. Portable Outdoor Storage shall be a permitted accessory uses subject to the following conditions:
  - A. Portable outdoor storage shall be permitted for no more than seven days in any thirty day period.
  - B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
  - C. Portable outdoor storage containers shall be placed on an approved hard surface.
  - D. No more than one portable outdoor storage container may be located on a lot at any one time.
10. Private stables, corrals and paddocks when located no closer than 20 feet from any property line, no closer than 50 feet from a street line and no closer than 40 feet from any dwelling on the same or adjoining property. No horse or other equine shall be kept on a lot of less than one acre and two horses, or other equines, may be kept on an acre, but for each additional horse or other equine above two kept there shall be an additional 20,000 square feet in lot area.
11. Residential and small wind energy systems, subject to Section 8.09.
12. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
13. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as provided for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code.

**S**ection 3. That Section 5.09.04 of Ordinance No. 3619 is hereby amended to read as follows:

**5.09.04 Permitted Accessory Uses:**

The following accessory uses are permitted in the RS-84 District:

1. Amateur radio towers and associated facilities, as per Section 8.05.
2. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
3. Family Child Care Home I.
4. Guest houses, not rented or otherwise conducted as a business.
5. Home based businesses, as per Section 8.04.
6. Incidental public safety uses such as emergency sirens.
7. Living quarters for not more than two persons regularly employed on the premises.
8. Offices incidental to and necessary for conducting a permitted use.
9. Portable Outdoor Storage shall be a permitted accessory uses subject to the following conditions:
  - A. Portable outdoor storage shall be permitted for no more than seven days in any thirty day period.
  - B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
  - C. Portable outdoor storage containers shall be placed on an approved hard surface.
  - D. No more than one portable outdoor storage container may be located on a lot at any one time.

10. Residential and small wind energy systems, subject to Section 8.09.
11. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
12. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as provided for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code.

**S**ection 4. That Section 5.10.04 of Ordinance No. 3619 is hereby amended to read as follows:

**5.10.04 Permitted Accessory Uses:**

The following accessory uses are permitted in the RS-72 District:

1. Amateur radio towers and associated facilities, as per Section 8.05.
2. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
3. Family Child Care Home I
4. Guest houses, not rented or otherwise conducted as a business.
5. Home based businesses, as per Section 8.04.
6. Incidental public safety uses such as emergency sirens.
7. Living quarters for not more than two persons regularly employed on the premises.
8. Offices incidental to and necessary for conducting a permitted use.
9. Portable Outdoor Storage shall be a permitted accessory uses subject to the following conditions:
  - A. Portable outdoor storage shall be permitted for no more than seven days in any thirty day period.
  - B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
  - C. Portable outdoor storage containers shall be placed on an approved hard surface.
  - D. No more than one portable outdoor storage container may be located on a lot at any one time.
10. Residential and small wind energy systems, subject to Section 8.09.
11. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
12. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as provided for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code.

**S**ection 5. That Section 5.11.04 of Ordinance No. 3619 is hereby amended to read as follows:

**5.11.04 Permitted Accessory Uses:**

The following accessory uses are permitted in the RD-60 District:

1. Adult Care Center.
2. Amateur radio towers and associated facilities, as per Section 8.05.
3. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
4. Congregate housing.
5. Emergency Shelters.
6. Family Child Care Home I.
7. Guest houses, not rented or otherwise conducted as a business.
8. Home based businesses, as per Section 8.04.
9. Incidental public safety uses such as emergency sirens.
10. Living quarters for not more than two persons regularly employed on the premises.
11. Offices incidental to and necessary for conducting a permitted use.
12. Portable Outdoor Storage shall be a permitted accessory uses subject to the following conditions:
  - A. Portable outdoor storage shall be permitted for no more than seven days in any thirty day period.
  - B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
  - C. Portable outdoor storage containers shall be placed on an approved hard surface.
  - D. No more than one portable outdoor storage container may be located on a lot at any one time.



13. Residential and small wind energy systems, subject to Section 8.09.
14. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
15. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as provided for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code.

**S**ection 6. That Section 5.12.04 of Ordinance No. 3619 is hereby amended to read as follows:

**5.12.04 Permitted Accessory Uses:**

The following accessory uses are permitted in the RG-50 District:

1. Adult Care Center.
2. Amateur radio towers and associated facilities, as per Section 8.05.
3. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
4. Congregate housing.
5. Emergency Shelters.
6. Family Child Care Home I.
7. Guest houses, not rented or otherwise conducted as a business.
8. Home based businesses, as per Section 8.04.
9. Incidental public safety uses such as emergency sirens.
10. Living quarters for not more than two persons regularly employed on the premises.
11. Offices incidental to and necessary for conducting a permitted use.
12. Portable Outdoor Storage shall be permitted accessory uses subject to the following conditions:
  - A. Portable outdoor storage shall be permitted for no more than seven days in any thirty day period.
  - B. Portable outdoor storage containers shall be no more than eight feet wide, eight feet high, and sixteen feet long.
  - C. Portable outdoor storage containers shall be placed on an approved hard surface.
  - D. No more than one portable outdoor storage container may be located on a lot at any one time.
13. Residential and small wind energy systems, subject to Section 8.09.
14. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
15. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as provided for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code.

**S**ection 7. That Section 5.13.04 of Ordinance No. 3619 is hereby amended to read as follows:

**5.13.04 Permitted Accessory Uses:**

The following accessory uses are permitted in the RG-28 District:

1. Adult Care Center.
2. Amateur radio towers and associated facilities, as per Section 8.05.
3. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
4. Congregate housing.
5. Emergency Shelters.
6. Family Child Care Home I.
7. Guest houses, not rented or otherwise conducted as a business.
8. Home based businesses, as per Section 8.04.
9. Incidental public safety uses such as emergency sirens.
10. Living quarters for not more than two persons regularly employed on the premises.
11. Offices incidental to and necessary for conducting a permitted use.
12. Residential and small wind energy systems, subject to Section 8.09.
13. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
14. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as provided for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code.

**S**ection 8. That Section 5.14.04 of Ordinance No. 3619 is hereby amended to read as follows:

**5.14.04 Permitted Accessory Uses:**

The following accessory uses are permitted in the RG-20 District:

1. Adult Care Center.
2. Amateur radio towers and associated facilities, as per Section 8.05.
3. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
4. Congregate housing.
5. Emergency Shelters.
6. Family Child Care Home I.
7. Guest houses, not rented or otherwise conducted as a business.
8. Home based businesses, as per Section 8.04.
9. Incidental public safety uses such as emergency sirens.
10. Living quarters for not more than two persons regularly employed on the premises.
11. Offices incidental to and necessary for conducting a permitted use.
12. Residential and small wind energy systems, subject to Section 8.09.
13. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
14. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as provided for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code.

**S**ection 9. That Section 5.15.04 of Ordinance No. 3619 is hereby amended to read as follows:

**5.15.04 Permitted Accessory Uses:**

The following accessory uses are permitted in the RG-8 District:

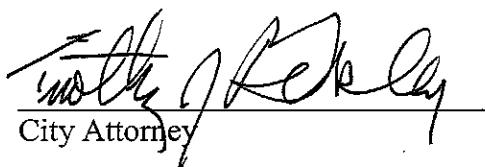
1. Adult Care Center.
2. Amateur radio towers and associated facilities, as per Section 8.05.
3. Buildings and uses customarily incidental to the permitted and conditional uses, provided they are located to the rear or side of the primary structure, including private sheds and garages, provided size of the accessory structure is in conformance with these regulations.
4. Congregate housing.
5. Emergency Shelters.
6. Family Child Care Home I.
7. Guest houses, not rented or otherwise conducted as a business.
8. Home based businesses, as per Section 8.04.
9. Incidental public safety uses such as emergency sirens.
10. Living quarters for not more than two persons regularly employed on the premises, but not including labor camps or dwellings for transient labor.
11. Offices incidental to and necessary for conducting a permitted use.
12. Residential and small wind energy systems, subject to Section 8.09.
13. Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
14. The keeping of dogs, cats, and other household pets, but limited to 3 animals over six months of age, except as provided for in Sections 6.0, 6.23, and 6.47 of the Bellevue City Code.

**S**ection 10. That Sections 5.07.04, 5.08.04, 5.09.04, 5.10.04, 5.11.04, 5.12.04, 5.13.04, 5.14.04, and 5.15.04 of Ordinance No. 3619, the Bellevue Zoning Ordinance, as heretofore existing are hereby repealed.

**S**ection 11. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
City Attorney

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

106  
3-26-18

COUNCIL MEETING DATE:	March 12, 2018	AGENDA ITEM TYPE:	
SUBMITTED BY:  Chris Shewchuk, Planning Director <i>CMS</i>		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:

Request to rezone Lot 2, Wolf Creek Replat 7, from BG to ~~RG~~<sup>RS</sup>-20-PS, with site plan approval, for the purpose of multi-family residential development. Applicant: Wolf Creek Apartments, LLC. General Location: South 15th Street, south of Cornhusker Road.

SYNOPSIS:

The applicant is requesting a change of zone from BG to ~~RG~~<sup>RS</sup>-20-PS in order to build a multi-family residential development. There are four apartment buildings, garage structures, and a club house proposed for this site. There will be a total of 204 dwelling units in this project.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department recommends denial of this request; the Planning Commission has recommended approval of this change of zone request and the site plan.

BACKGROUND:

Scott Brown, for Wolf Creek Apartments, LLC, is requesting approval of a change of zone from BG to RG-20-PS to allow for the construction of a 204-unit multi-family residential development. Site plan approval for the residential development is also being requested at this time. The Planning Department has recommended denial of this request due to the incompatibility of the residential zoning with the surrounding business and industrial zoning; if the change of zone is approved by the Council, the Planning Department recommends approval of the site plan. The Planning Commission has recommended approval of this request due to other locations within a mile of this site having similar zoning patterns.

ATTACHMENTS:

- 1 ☒ PC recommendation
- 2 ☒ Planning Department staff report
- 3 ☒ Proposed Ordinance

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

*Scott Brown*

FINANCE APPROVAL:

*N/A*

LEGAL APPROVAL:

*Timothy J. Kasper*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Wolf Creek Apartments, LLC

GENERAL LOCATION: South 15<sup>th</sup> Street and Cornhusker Road

CASE #: Z-1801-01

CITY COUNCIL HEARING DATE: March 26, 2018

REQUEST: to rezone Lot 2, Wolf Creek Replat 7, from BG to RG-20-PS, with site plan approval, for the purpose of multi-family residential development.

On February 22, 2018, the City of Bellevue Planning Commission voted seven yes, two no, zero abstained, and zero absent to recommend:

**APPROVAL** based upon compatibility with other residential and heavy manufacturing areas within one mile of this development. **APPROVAL** of an amendment to the Comprehensive Plan, which will make this request in conformance with the Zoning Ordinance. **APPROVAL** of the site plan as presented.

### VOTE:

Yes:	Seven:	No:	Two:	Abstain:	Zero:	Absent:	Zero:
	Madden		Casey				
	Perrin		Smith				
	Cain						
	Baumgartner						
	Jacobson						
	Ackley						
	Ritz						

Planning Commission Hearing (s) was held on: February 22, 2018

# **CITY OF BELLEVUE PLANNING DEPARTMENT**

## **RECOMMENDATION REPORT # 2**

**CASE NUMBERS:** Z-1801-01

**FOR HEARING OF:**

**REPORT #1:** February 22, 2018

**REPORT #2:** March 26, 2018

### **I. GENERAL INFORMATION**

#### **A. APPLICANT:**

Wolf Creek Apartments, LLC  
Scott Brown  
1925 North 120<sup>th</sup> Street  
Omaha, NE 68154

#### **B. PROPERTY OWNER:**

Hogan Wolf Creek North, LLC  
c/o: Jim Buser  
10250 Regency Circle, Suite 300  
Omaha, NE 68114

#### **C. GENERAL LOCATION:**

South 15<sup>th</sup> Street and Cornhusker Road

#### **D. LEGAL DESCRIPTION:**

Lot 2, Wolf Creek Replat 7, located in the Southeast ¼ of Section 27, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### **E. REQUESTED ACTIONS:**

1. Rezone Lot 2, Wolf Creek Replat 7, from BG to RG-20-PS with site plan approval.

#### **F. EXISTING ZONING AND LAND USE:**

BG, Vacant

#### **G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning and site plan for the construction of a 204 unit multi-family residential development.

#### **H. SIZE OF SITE:**

The site is approximately 9.37 acres.

### **II. BACKGROUND INFORMATION**

#### **A. EXISTING CONDITION OF SITE:**

The site is presently vacant and covered in vegetation.

#### **B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

1. **North:** Vacant/Commercial
2. **East:** Blue Buffalo Warehouse and Distribution Center/MH
3. **South:** Commercial/BGH
4. **West:** Highway 75 right-of-way

#### **C. REVELANT CASE HISTORY:**

1. On December 28, 2017, an administrative plat was approved for Lots 1 and 2, Wolf Creek Replat 7, being a replat of Lot 2, Wolf Creek Replat 3.
2. The Planning Commission recommended approval of a request to rezone Lot 2, Wolf Creek Replat 7, from BG to RG-20-PS, with site plan approval, for the purpose of multi-family residential development on February 22, 2018.

#### **D. APPLICABLE REGULATIONS:**

1. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding Planned Subdivision District.

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

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

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. The 2016 MAPA Traffic Flow Chart estimates 14,200 vehicles per day along 15<sup>th</sup> Street South and Cornhusker Road.
2. The property has access from two points along South 15<sup>th</sup> Street.

**D. UTILITIES:**

All utilities are available to this property.

**E. ANALYSIS:**

1. Scott Brown, on behalf of Wolf Creek Apartments, LLC has submitted a request for a rezoning for Lot 2, Wolf Creek Replat 7, from BG to RG-20-PS for the purpose of a multi-family residential development.
2. Staff does not believe this proposed residential development is compatible with the surrounding neighborhood. The adjacent zonings include BG (General Business), BGH (Heavy General Business), and MH (Heavy Manufacturing). The intent of these adjacent zonings is to provide for a wide range of retail and service establishments, as well as the widest range of industrial operations permitted in the city. Furthermore, the intent of the MH zone goes on to state "It is the zone for location of those industries which have not reached a technical stage in processing which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner." While the current distribution center across the street from the proposed development may not be offensive to most residents, this existing zoning district allows for permitted uses such as temporary batch plants, livestock yards, and junk yards with auto parts salvage and auto wreckage; none of which are compatible with a residential development.
3. In conjunction with the change of zone, the applicant is also requesting site plan approval for the apartment buildings.
4. The proposal consists of 204 units in three buildings. The buildings are a mix of studio, one-, two-, and three-bedroom units. The applicant has indicated the apartments will range in size from 500 square feet (studio) to in excess of 1,300 square feet (three-bedroom). Additionally, five detached garaged structures are proposed.



5. The site plan shows 306 surface parking stalls for the development, in addition to 102 garage spaces (attached and detached), for a total of 408 parking spaces. The ordinance requires a minimum of 408 parking stalls.
6. The applicant is proposing a clubhouse with a private 24-hour fitness center and a heated saltwater pool with a sundeck as recreational opportunities for residents. Additionally, the applicant indicates some of the project's amenities will include two buildings with elevators, an onsite pet bathing station, enclosed dog area for pet exercise, a social room in the clubhouse, as well as the convenience of the surrounding Wolf Creek commercial area.
7. The landscape plan has been reviewed by staff and meets the minimum requirements of the zoning ordinance.
8. The applicant has submitted building elevations. These elevations will need to be revised to meet the city's required design standards. This information has been conveyed to the applicant and his architect.
9. The site plan shows an existing monument sign for the adjacent Holiday Inn Express on proposed parking stalls. This has been brought to the applicant's attention and will need to be addressed if the site plan is approved.
10. A traffic study was required by staff and submitted with this application. This study has been reviewed by the Public Works Department.

The traffic study indicates that the overall current level of service (LOS) for the intersection of 15<sup>th</sup> Street and Cornhusker Road is "D" during the AM peak hour and "E" during the PM peak hour, although some movements are at LOS "F" during this time. As a result of either residential or commercial development at this site, the proposed 2022 level of service would remain at "D" during the AM peak hour and at "E" during the PM peak hour, but delay times on some movements would increase significantly.

The traffic study recommends "that signal timings be optimized at the signalized intersection of S. 15<sup>th</sup> Street with Cornhusker Road. With optimized timings, the intersection is anticipated to operate at LOS D in both the AM and PM peak periods under 2022 Wolf Creek build traffic conditions."

The applicant states based on the traffic study completed by Felsburg Holt & Ullevig, traffic would be reduced significantly during peak hours by changing the zoning from BG to RG-20-PS. The Public Works Department has pointed out the traffic study compares trips generated by each of the two scenarios (residential versus commercial). The claim of a reduction in peak-hour traffic in the traffic study and by the applicant is misleading; both the proposed residential development and a potential commercial development would cause increases in peak-hour

traffic, however, the increase resulting from residential development would be less than that resulting from commercial development.

Dean Dunn, Public Works Engineering Manager, expressed traffic concerns relating to the impact at 15<sup>th</sup> Street and Cornhusker Road, 10<sup>th</sup> Street and Cornhusker Road, as well as increased traffic through the Willow Springs neighborhood. Mr. Dunn stated in comparing the impacts between the residential versus the commercial scenarios on the 15<sup>th</sup> and Cornhusker intersection, both scenarios appear to negatively impact the surrounding traffic as summarized by the traffic study: “both the commercial and residential scenarios will increase delay and queuing at the intersection of S. 15<sup>th</sup> Street with Cornhusker Road. However, the commercial scenario will cause significantly higher delay and longer queues compared to the residential scenario.”

The Planning Department was particularly concerned about the impact of this development through the Willow Springs neighborhood. Based upon current trip distribution patterns, both the residential and commercial development would have minimal impacts on Willow Springs as shown on the memo from Dean Dunn. The traffic study also points out that increased delays at 15<sup>th</sup> and Cornhusker may cause drivers to alter their routes to avoid the increased delays.

Mr. Dunn commented the Public Works Department understands there is a need to improve the Cornhusker Road corridor from Fort Crook Road to 25<sup>th</sup> Street. He mentioned the Public Works Department will be pursuing a study to determine the needed modifications. Once this is completed, Mr. Dunn stated “the necessary steps will be taken to program, design, and construct the necessary modifications to improve the efficiency of the corridor which includes the intersection at 15<sup>th</sup> Street. Mr. Dunn stated the only apparent recommendation from the traffic study was to optimize signal timings. Subsequently, he further commented “In absence of any recommendations involving immediate major reconstruction, the question becomes one of the degree of impact the City of Bellevue is willing to accept versus the opportunity costs involved.” He concluded by stating “The opportunity costs to be considered are having the land left undeveloped, having the land developed to produce higher property taxes, or having the land developed to produce higher property taxes and sales tax revenue.”

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

Traci Stites, Offutt Air Force Base, stated she was surprised the city would consider this request in this particular location. She questioned how the proposed development fits into the city’s masterplan. Ms. Stites indicated this does not seem

a desirable location for residential development given it backs up to Highway 75 and is across the street from an industrial facility.

David Stukenholtz, Acting Chief of Police, expressed traffic concerns. Captain Stukenholtz stated, "Although it will add significant vehicular traffic to Cornhusker at both 15<sup>th</sup> St. and 10<sup>th</sup> St. during peak hours my greater concern is the Willow Springs area. The Cornhusker Road intersections are controlled by traffic signals so traffic may need to wait through an additional cycle. The Willow Springs subdivision only has stop signs and speed bumps so I am fearful that since the proposed units are near the Southern end of 15<sup>th</sup> St. more traffic may attempt to get out of the area through the south exit. The Willow Springs area has been a point of emphasis on the enforcement side of things for several years."

Dean Dunn, Public Works Engineer, had technical comments pertaining to the traffic study.

No other comments were received on this case.

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

#### **F. TECHNICAL DEFICIENCIES:**

None

#### **IV. DEPARTMENT RECOMMENDATION**

DENIAL based upon incompatibility with the surrounding neighborhood and lack of conformance with the Comprehensive Plan. If the Planning Commission or City Council votes to approve the change of zone, the Planning Department would recommend approval to the site plan for multi-family development.

#### **V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon compatibility with other residential and heavy manufacturing areas within one mile of this development. APPROVAL of an amendment to the Comprehensive Plan, which will make this request in conformance with the Zoning Ordinance. APPROVAL of the site plan as presented.


#### **VI. ATTACHMENTS TO REPORT**

1. Zoning Map
2. GIS aerial photo of the property
3. Site plan received March 15, 2018
4. Exterior and interior photos of proposed apartments received January 19, 2018
5. Landscape plan received February 13, 2018
6. Justification letter received February 14, 2018

7. Traffic Study review memo from Dean Dunn, dated February 15, 2018

**VII. COPIES OF REPORT TO:**

1. Wolf Creek Apartments, LLC
2. Hogan Wolf Creek North, LLC
3. Thompson, Dreessen & Dorner, Inc.
4. Public Upon Request



Prepared by:

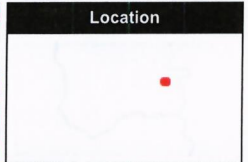
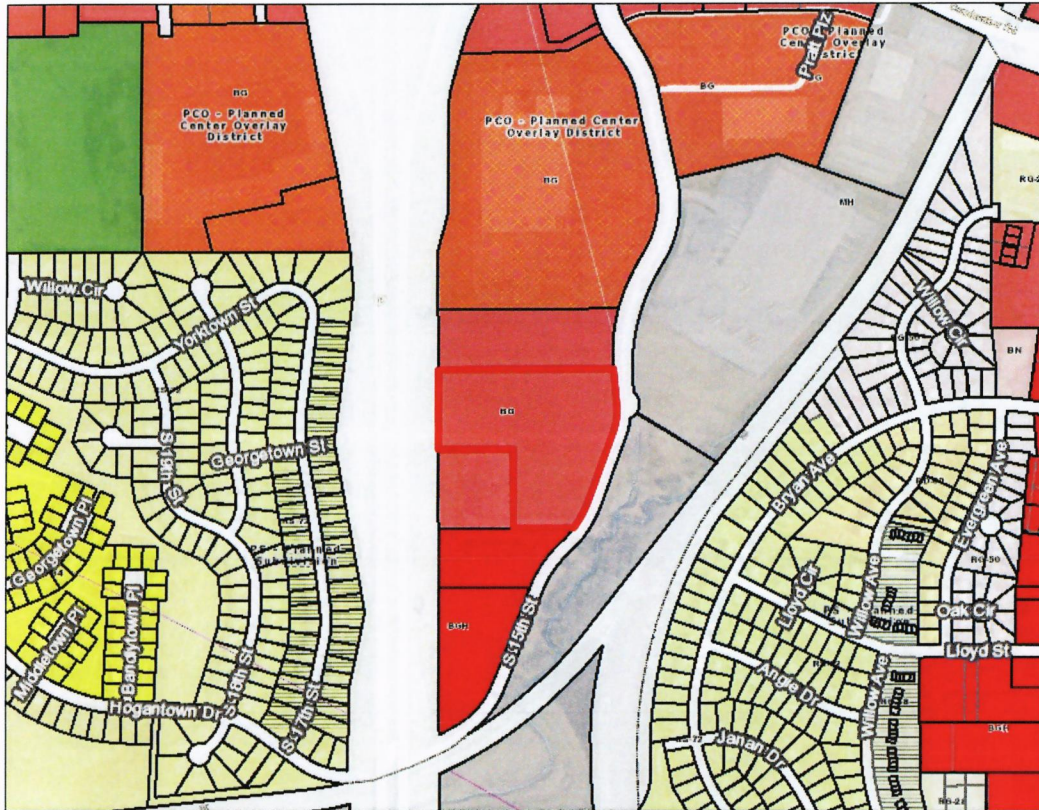


Planning Director



Date of Report

# Zoning Map Lot 2, Wolf Creek Replat 7



Legend

Tax Parcels  
Road Centerlines  
2016 Aerial Photo

Red: Band\_1  
Green: Band\_2  
Blue: Band\_3



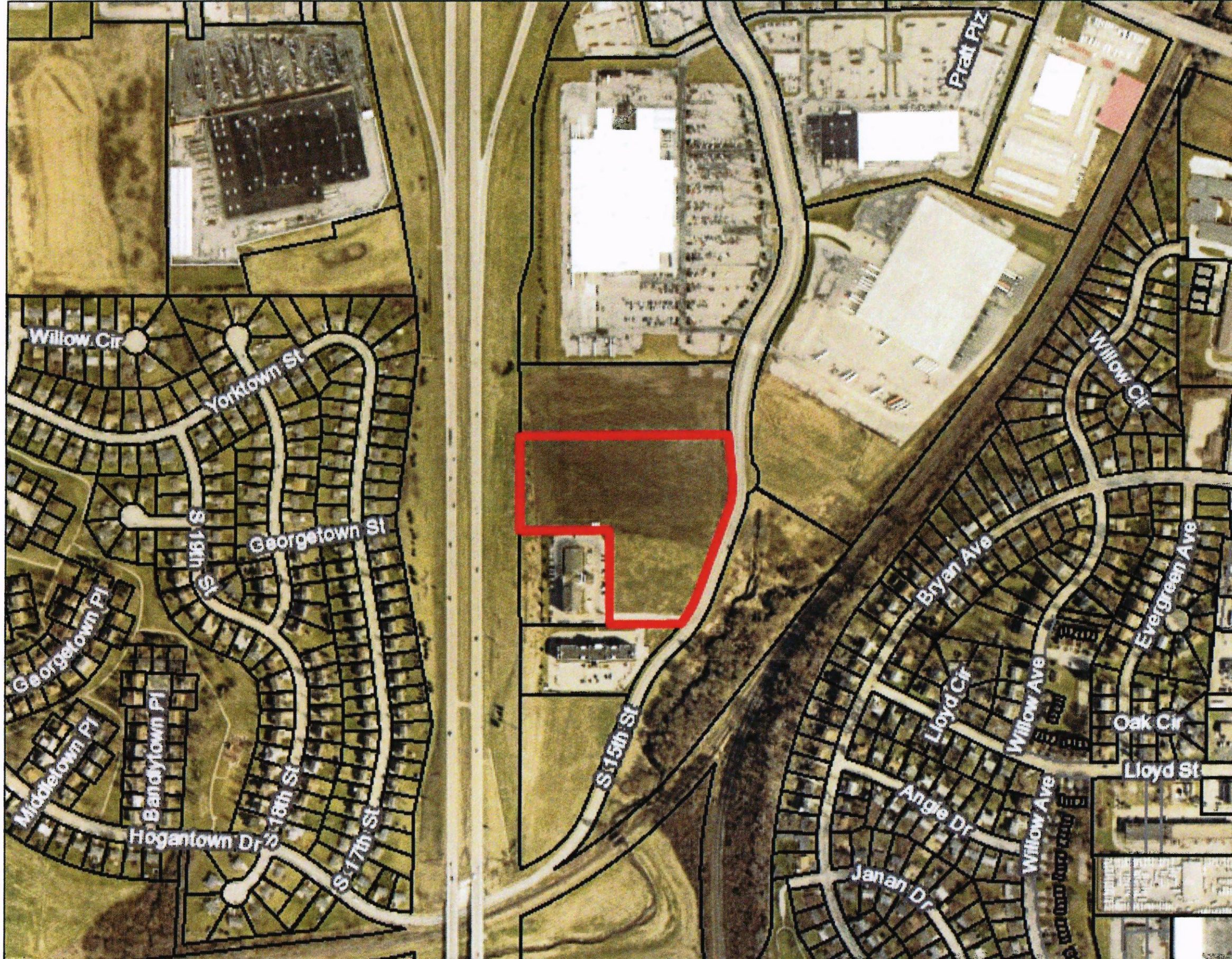
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

Sarpy County GIS

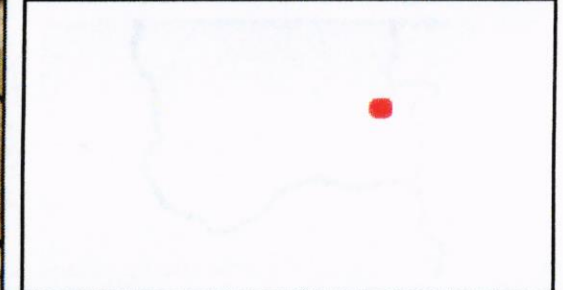
1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
maps.sarpy.com



# Lot 2, Wolf Creek Replat 7

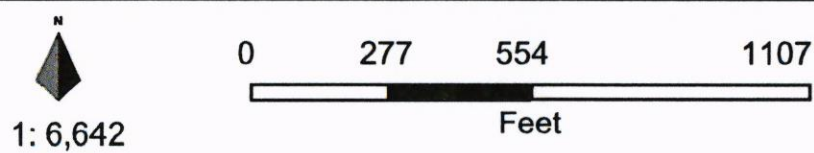


## Location



## Legend

- Tax Parcels
- Road Centerlines
- 2016 Aerial Photo
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



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

## Sarpy County GIS



1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
maps.sarpy.com







X. PHOTOGRAPHS OF PROPERTY



RECEIVED  
JAN 19 2018  
PLANNING DEPT.





RECEIVED

JAN 19 2018

PLANNING DEPT.





RECEIVED

JAN 19 2018

PLANNING DEPT.





RECEIVED

JAN 19 2018

PLANNING DEPT.





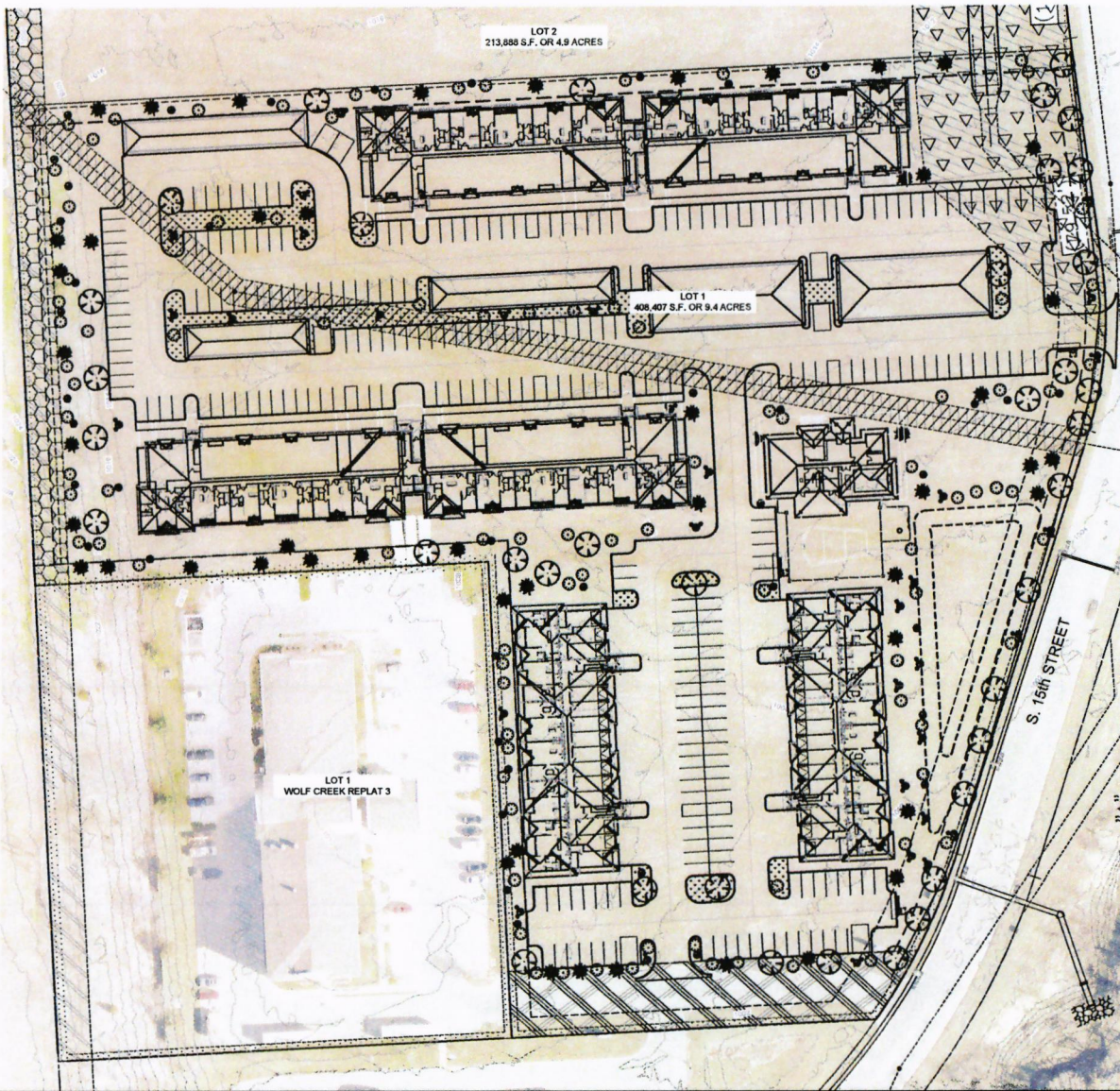
RECEIVED  
JAN 19 2018  
PLANNING DEPT.





RECEIVED  
JAN 19 2018  
PLANNING DEPT.





REQUIRED LANDSCAPE TREES		
SECTION 8.11.6 (B) MULTI-FAMILY PER UNIT REQUIREMENT (1 TREE PER 2 UNITS)		
TREE TYPE	REQUIRED	PROVIDED
DECIDUOUS SHADE	-	9
CONIFEROUS/EVERGREEN	50	50
ORNAMENTAL	-	86
SHRUB	-	129
TOTAL	-	274
SECTION 8.11.6 (9A) 1 TREE PER 40 L.F. OF FRONTAGE		
DECIDUOUS SHADE	-	14
ORNAMENTAL	-	6
SHRUBS	-	18
TOTAL	-	48
SECTION 8.11.6 (10A & B) PARKING LANDSCAPING (19 S.F. LANDSCAPED PER PARKING STALL AND 1 TREE PER 300 S.F. REQUIRED LANDSCAPING)		
DECIDUOUS TREE	13	13
INTERIOR LANDSCAPING		12,700 S.F.

LANDSCAPE TREE SCHEDULE							
QTY.	BOTANICAL NAME	COMMON NAME	PLANTING METHOD	SIZE @ PLANTING	SPACING	MATURE SPREAD	MATURE HEIGHT
OVERSTORY DECIDUOUS TREES							
12	ACER RUBRUM 'AUTUMN BLAZE'	AUTUMN BLAZE MAPLE	B&B	2" CAL.	AS SHOWN	35'	45'
12	ACER SACCHARUM 'LEGACY'	LEGACY SUGAR MAPLE	B&B	2" CAL.	AS SHOWN	420'	50'
12	QUERCUS RUBUR	RED OAK	B&B	2" CAL.	AS SHOWN	50'	60'
UNDERSTORY/ORNAMENTAL							
31	ACER GINNALA	AMUR MAPLE	B&B	1.5" CAL.	AS SHOWN	20'	20'
31	AMELANCHIER ARBOREA	DOWNY SERVICEBERRY	B&B	1.5" CAL.	AS SHOWN	15'	30'
30	KOELREUTERIA PANCULATA	GOLDEN RAINTREE	B&B	1.5" CAL.	AS SHOWN	30'	30'
CONIFEROUS TREE							
14	PICEA PUNGENS 'GLAUCA'	COLORADO BLUE SPRUCE	B&B	6' HT.	AS SHOWN	15'	25'
14	PICEA GLAUCA DENSATA	BLACKHILLS SPRUCE	B&B	6' HT.	AS SHOWN	25'	50'
12	PINUS FLEXUS FLEXILIS	LIMBER PINE	B&B	6' HT.	AS SHOWN	25'	40'
10	PINUS HEIDREICHII	BOSNIAN PINE	B&B	6' HT.	AS SHOWN	20'	40'
DECIDUOUS SHRUBS							
18	ARONIA ARBUTIFOLIA 'BRILLANTISSIMA'	RED CHOKEBERRY	CONT.	#5	AS SHOWN	3'	7'
18	AMELANCHIER ALNIFOLIA 'REGENCY'	REGENCY SERVICEBERRY	CONT.	#3	AS SHOWN	5'	5'
18	RHUS AROMATICA 'GRO LOW'	FRAGRANT SUMAC	CONT.	#3	60" O.C.	5'	3'
18	SPIRAEA BETULIFOLIA 'TOR'	BIRCHLEAF SPIREA	CONT.	#3	36" O.C.	3'	3'
EVERGREEN SHRUBS							
18	JUNIPERUS SPITZERIANA 'SEA GREEN'	SEE GREEN JUNIPER	CONT.	#3	6" O.C.	7'	4'
18	JUNIPERUS CHINENSIS 'MANEY'	MANEY JUNIPER	CONT.	#3	6" O.C.	6'	3'
19	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	CONT.	#3	6" O.C.	5'	1'
20	JUNIPERUS PROCUMBENS 'NANA'	JAPGARDEN JUNIPER	CONT.	#3	6" O.C.	5'	1'



thompson, dreesen & dörner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 www.td2co.com

Wolf Creek  
Apartments

Wolf Creek  
Apartments, L.L.C.

FEB 13 2018

PLANNING DEPT

No.	Description	MM/DD/YY
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Drawn By: RTM Reviewed By: DEK  
Job No. 1431-07 Date: 02-01-18

Rezoning Submittal  
Landscaping Plan

C3.0





Mr. Chris Shewchuk  
Bellevue Planning Director  
1510 Wall Street  
Bellevue, NE 68005

Re: Rezoning Request Lot 2, Wolf Creek Replat 7

Dear Chris:

This letter serves as a supplement to the application to rezone the approximate 9.37 +/- acre property legally described as Lot 2, Wolf Creek Replat 7 located in the Wolf Creek subdivision in Bellevue, Nebraska (the "Property") from its existing BG zoning to RG-20-PS. The Property is currently surrounded by hotels to the south and west, a vacant outlot and railroad tracks to the east, Kennedy Freeway to the west, and commercial to the north. The rezoning of the Property is necessary to accomplish several key benefits for the City of Bellevue.

The applicant is proposing to develop six (6) three (3) story multi-family buildings along with a clubhouse and pool. Despite the difficulties in layout due to a sewer line running diagonally from the northwest corner to the southeast portion of the lot which contains a no build easement of twenty (20) feet, we believe we have put together a project that will benefit the current and future residents of Bellevue, the commercial owners, and the City of Bellevue.

1. Lack of Marketability for the Land

The property has been in a finished developed condition for over 20 years and yet the owner has had no interest from any commercial users for the land. The retail market is currently saturated with empty space. Locally, Hancock Fabric and Gordmans left over 100,000 sq. ft. of empty space at the corner of 15<sup>th</sup> Street & Cornhusker. The retail landscape has also shifted with less retailers looking to expand, and instead, retailers are more likely to reduce the size of their stores or eliminate the underperforming stores. Furthermore, the Property is not well suited for a retail development with the sewer line running through the middle of the property as users are limited to the location of the buildings and consequently, reduced visibility from Kennedy Freeway.

2. Multi-family housing needed in Mixed Use areas

The applicant had a market study prepared which showed the need for 204 multi-family units to serve the needs of the community, especially Bellevue University and Offutt Air Force Base. Shopping centers today are being developed with multi-family communities either near or part of the shopping center to support the retailers. These types of mixed used developments are commonplace in the Douglas and Sarpy county marketplaces. In our case, the Bellevue retailers located at 15<sup>th</sup> & Cornhusker would benefit from the proposed 204 multi-family units due to its close proximity to the multi-family dwellings

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FEB 14 2018

PLANNING DEPT.

and the residents would benefit from being able to walk to the stores and purchase goods and services. The walkability between the shopping center and the multi-family units is consistent with current planning models. It is also what people are asking and looking for when determining a place to live.

3. Reduction of traffic

We understand 15<sup>th</sup> & Cornhusker is one of the busiest intersections in Bellevue. The applicant had a traffic study completed on November 3, 2017, by Felsburg, Hot & Ullevig. The study found that traffic would be reduced daily by approximately 4,414 cars due to changing the zoning from BG to RG-20-PS. More importantly, peak hour traffic would be significantly reduced by 228 cars in the morning and 365 cars in the evening.

**Change In Trips by Land Use**

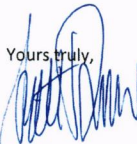
Facility	Daily Trips	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Wolf Creek Land Use Total	1,502	22	72	94	72	42	114
Commercial Land Use Total	5,916	193	129	322	245	234	479
Difference in Generated Traffic (Commercial - Proposed)	+4,414	+171	+57	+228	+173	+192	+365

4. Assessed Valuation

The land was valued at \$406,981 in 2012 and since increased to \$946,468 in 2016. The applicant is proposing an apartment project with clubhouse and pool that may increase the property valuation to over Ten Million Dollars (\$10,000,000). That is a 956.6% potential increase in property valuation.

We are sincerely looking forward to working with the City of Bellevue on the development of the Property. We see this project as a win for all parties involved and the current and future residents of the City of Bellevue. Should you or anyone else require or desire any additional information, please do not hesitate to ask.

Yours, truly,



Scott Brown





**City of Bellevue**  
Public Works Administration  
1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

**MEMO TO:** Tammi Palm

**FROM:** Dean Dunn **DAD**

**DATE:** February 15, 2018

**SUBJECT:** REZONING REVIEW – LOT 2 OF WOLF CREEK REPLAT 7

Public Works has reviewed FHU's response memo and its revised traffic impact analysis dated 2/12/2018 and 2/13/2018 respectively. The memo and revised traffic impact analysis were in response to Public Work's request for additional information or clarification on the following items:

1. Clarify why traffic through Willow Springs is expected to maintain the same trip distribution regardless of how bad the intersection delay/level of service and queuing at 15<sup>th</sup> & Cornhusker Road becomes.
2. Clarify why impacts to 10<sup>th</sup> & Cornhusker, Wolf Creek Drive, and cut-through traffic behind Wolf Creek Plaza was not addressed in the report.
3. The comparison between the possible future residential and commercial development did not continue in the discussion of future conditions. To adequately understand the consequences of selecting one type of development over another, all information should be presented. In this case, provide counterpart analysis for the commercial development scenario.
4. Clarify how signal optimization at 15<sup>th</sup> & Cornhusker will affect traffic/intersections east and west (Fort Crook Road to 25<sup>th</sup> Street) and whether additional traffic studies have been completed, are underway, or are required.

Public Works still has concerns regarding the degree of impact Willow Springs may face under the two scenarios. Under the FHU response regarding the trip distribution through Willow Springs, it was stated that *"Traffic using Hogantown Drive and Lewis and Clark Road through the Willow Springs neighborhood would be expected to increase 3 to 4 times under the commercial scenario."* This statement is slightly misleading and should be clarified by stating it is based on comparing only the trips generated by each of the two scenarios (residential vs. commercial). A similar misrepresentation occurs with the response comment explaining *"With a less intense land use on the site, traffic through the Willow Springs neighborhood would be lessened"* and should be clarified by mentioning it is when compared to the commercial scenario.

To provide a better understanding, on following page, Table PW-1 may help illustrate the overall anticipated change in peak hour traffic volume based on the current study's assumptions.

**RECEIVED**

**FEB 15 2018**

**PLANNING DEPT.**





## City of Bellevue

Public Works Administration

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

**TABLE PW-1. TOTAL PEAK HOUR TRAFFIC VOLUMES**

15 <sup>TH</sup> Street to Willow Springs								
Scenario	FROM Willow Springs		TO Willow Springs		Total		% Increase vs. Existing	
	AM	PM	AM	PM	AM	PM	AM	PM
2017 Existing	258	87	3	148	261	235	---	---
2022 Residential	259	91	7	150	266	241	1.9%	2.6%
2022 Commercial	268	99	9	160	277	259	6.1%	10.2%

The FHU report and response appears to contradict itself when maintaining their 5% trip distribution assumption while stating, *"the commercial scenario will cause significantly higher delay and longer queues compared to the residential scenario"* and *"traffic would need to experience significant delays for drivers to alter their route"*. Given these statements, it would seem that the potential impacts to Willow Springs may be understated.

With respect to the impacts to 10<sup>th</sup> and Cornhusker being ignored to provide a conservative analysis at 15<sup>th</sup> and Cornhusker, it stands to reason that the analysis of the traffic impacts at 15<sup>th</sup> and Cornhusker may be overstated based on the previously mentioned statement that *"traffic would need to experience significant delays for drivers to alter their route."*

In comparing the impacts between the residential versus the commercial scenarios on the 15<sup>th</sup> and Cornhusker intersection, both scenarios appear to negatively impact the surrounding traffic as summarized by *"both the commercial and residential scenarios will increase delay and queueing at the intersection of S. 15th Street with Cornhusker Road. However, the commercial scenario will cause significantly higher delay and longer queues compared to the residential scenario."*

The Public Works Department understands there is a need to improve the Cornhusker Road corridor from Fort Crook Road and 25<sup>th</sup> Street. While a feasibility study is not yet being contracted, Public Works will be pursuing a study to determine the needed modifications. Once the study is completed, the necessary steps will be taken to program, design, and construct the necessary modifications to improve the efficiency of the corridor which includes the intersection at 15<sup>th</sup> Street.

With this in mind, the only recommendation made involving improvements to the intersection was to optimize signal timings. In absence of any recommendations involving immediate major reconstruction, the question becomes one of the degree of impact the City of Bellevue is willing to accept versus the opportunity costs involved. The degree of impact is summarized in the report's Table 9 (Lane Group Delay Build Comparison) and Table 10 (95% Queue Lengths Build Comparison). The opportunity costs to be considered are having the land left undeveloped, having the land developed to produce higher property taxes, or having the land developed to produce higher property taxes and sales tax revenue.

# ORDINANCE RECORD

No. 728—REDFIELD & COMPANY INC., OMAHA

ORDINANCE NO. 3903

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT SOUTH 15<sup>TH</sup> STREET AND CORNHUSKER ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 3619 is hereby amended to change the zone classification of the following described parcel of land:

Lot 2, Wolf Creek Replat 7, located in the Southeast  $\frac{1}{4}$  of Section 27, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From BG (General Business District) to RG-20-PS (General Residence, 2,000 Square Foot Zone, Planned Subdivision District)

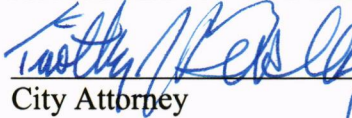
(Wolf Creek Apartments, LLC)

Section 2. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 3. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

106  
3.26.18

**Sabrina Ohnmacht**

---

**From:** Stephen Horner <shorner@vikingprt.com>  
**Sent:** Friday, March 23, 2018 8:02 AM  
**To:** Sabrina Ohnmacht  
**Cc:** sbrown@quantumqre.com; JBuser@pheblaw.com; krhogan@cox.net  
**Subject:** Bellevue, NE - Proposed Multi-Family Development adjacent to US 75  
**Attachments:** Letter of Support for Quantum RE.PDF

Sabrina,

Please see attached for a letter from Viking Partners Wolf Creek, LLC, owner of Wolf Creek Shopping Center in Bellevue, NE. We are in favor of the proposed multifamily development adjacent to Walmart.

Please let me know if you would like to discuss further.

Thank you,

**Stephen Horner**

Asset Manager

4901 Hunt Road, Suite 102

Cincinnati, Ohio 45242

O: 513.985.1110 | M: 513.290.0785

[shorner@vikingprt.com](mailto:shorner@vikingprt.com) | [www.vikingpartnersllc.com](http://www.vikingpartnersllc.com)



**VIKING PARTNERS**



## VIKING PARTNERS

4901 Hunt Road, Suite 102  
Cincinnati, Ohio 45242  
O 513-793-9919  
F 513-793-9929

March 23, 2018

Via email: [Sabrina.ohnmacht@bellevue.net](mailto:Sabrina.ohnmacht@bellevue.net)  
Bellevue City Council  
Attn: Sabrina Ohnmacht, City Clerk  
1500 Wall Street  
Bellevue, NE 68005

Dear Sabrina,

Viking Partners is the owner of Wolf Creek Shopping Center, which is located across the street from the Walmart at Cornhusker Road in Bellevue, NE.

We support the requested zoning change for your proposed multi-family development at the site adjacent to Walmart. We would welcome the additional rooftops resulting from this development to the area.

Sincerely,  
Viking Partners Wolf Creek, LLC

Bret A. Caller



**Sabrina Ohnmacht**

---

**From:** Mary B. Hawkins <mhawkins@bellevue.edu>  
**Sent:** Sunday, March 25, 2018 8:47 PM  
**To:** Sabrina Ohnmacht  
**Cc:** Rita Sanders; Scott Brown; Rob Luellen  
**Subject:** Wolf Creek Apartments

Dear Sabrina,

Please forward this message to City Council members before the Council meeting on Monday, March 26th. Thank you.

City Council Members:

I want to ask you to support the request to build the Wolf Creek Apartments. Bellevue University has had numerous discussions with apartment owners and developers on our housing needs and believe that Wolf Creek will provide options for adult students and for our staff and faculty. They are ready to build and we really need more apartments like the ones planned for this development. Currently, new faculty and staff whom we relocate to Bellevue have limited options. Most prefer to rent for a year or so while they become familiar with the area and have time to decide on purchasing a home. I have personally intervened to assist new faculty. There are not many choices given the high occupancy rate in Bellevue. We have met with Scott Brown and Rob Luellen on several occasions and feel confident that the Wolf Creek apartments will provide a quality, market-priced and convenient location for them.

Our other need is to purchase and build housing to support our students. Some may be interested in Wolf Creek, especially our graduate students who may have families. Currently, we have 258 Chinese students, 230 Indian students, another nearly 200 students from a number of other countries. The Indian students live in west Omaha now because they couldn't find rentals in Bellevue. We also have 178 athletes. We have struggled to find housing that meets our needs. The challenge is that the students generally need to start the leases in August. This creates a difficult demand profile for existing apartments. We have leased housing for the international students and athletes, but when we do this, we are displacing existing tenants. Our intention is to build units so that we can provide a secure environment and one that is located in proximity to campus and services such as grocery shopping, restaurants, and banks.

I know that there are questions on the mixed use area where they propose to build Wolf Creek Apartments. However, I know that this profile is preferred by younger renters. More and more cities are creating residential opportunities in mixed retail and business areas. I actually believe this is one of the attractive features of this proposed apartment complex.

I do not think we have sufficient apartment housing, especially more up to date units. We are not the only organization that is growing in Bellevue. I know Nebraska Medicine Bellevue continues to try to fill positions in a variety of jobs at different salary levels. I understand that there are possible new missions for Offutt. All of these mean growth for Bellevue and will require good, quality housing options for our community.

I am happy to answer questions and explain our plans. I hope you will consider approving the Wolf Creek Apartment proposal.

Sincerely,  
Mary Hawkins



**Mary Hawkins** | President

Bellevue University, 1000 Galvin Road South, Bellevue, Nebraska 68005 | [www.bellevue.edu](http://www.bellevue.edu)

Phone: 402.557.7005 | Mobile: 402.301.6408 | [mhawkins@bellevue.edu](mailto:mhawkins@bellevue.edu)

This e-mail transmission and any attachments to it may contain information from Bellevue University which is confidential and/or privileged. The information is intended solely for the use of the individual or entity named above. If you are not the intended recipient, any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this e-mail in error, please notify me by return email and delete the information you received in error immediately.

12a  
3-26-18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	March 26, 2018	AGENDA ITEM TYPE:
SUBMITTED BY:  Mike Christensen Chief Building Official		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input checked="" type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Condemnation of 2611 Harrison St. Bellevue, NE 28147

SYNOPSIS:

The structure located at 2611 Harrison St Bellevue, NE 68147 has been vacant for several years and is beginning to collapse from its own weight and deterioration .

FISCAL IMPACT:

If the structure is removed by the City, the funds would need to come from the Community Betterment Funds

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

The building continues to deteriorate with no effort to make repairs and therefore the recommendation is that the structure be ordered torn down, the debris removed and the premises placed in a safe condition.

BACKGROUND:

The structure has been vacant for a number of years with no effort what so ever to make any repairs and has continued to deteriorate to its current condition.

ATTACHMENTS:

1 photo

2

3

4

5

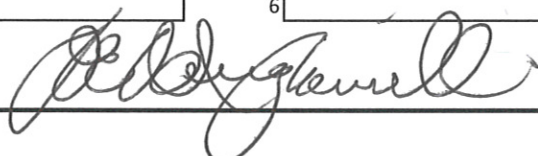
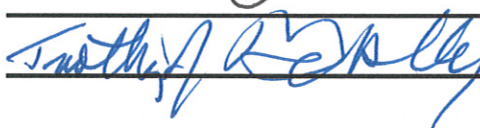
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





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

## MEMO

February 28, 2018

**From:** Michael Christensen, <sup>MC</sup> Chief Building Official  
Permits and Inspections  
City of Bellevue

**To:** Sabrina Ohmacht  
City Clerk

**Subject:** 2611 Harrison St. Bellevue, NE 68147 LEGAL DESCRIPTION; LOT 8A  
ARMOURDALE

Dear Ms. Ohmacht,

In accordance with the provisions outlined in the Bellevue City Code; Section 8-47, I am notifying you that the structure located at 2611 Harrison St. Bellevue, NE 68147 has been deemed a public nuisance in accordance with said section. The permits department has received several complaints concerning the condition of this property.

On June 3, 2015 a certified letter was sent to the owner of the property listed above and a copy of the letter was taped to the front door of the property. The letter stated that the roof was failing, the soffits had deteriorated to a state of disrepair along with the deck at the rear of the property. The owner contacted the permits department the very next day 6/4/2015 and stated that he would be in to pull all necessary permits to repair the property.

There has been no response from the owner since that time and the structure has continued to deteriorate. Subsequently, I am sending this report to you with my opinion the structure as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.



2611 HARRISON ST





12a-1  
3-26-18

RESOLUTION No. 2018-09

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
BELLEVUE, NEBRASKA,** that upon the facts presented, the structures located on

Lot 8A Armourdale, Bellevue, Sarpy County, Nebraska,

and located at 2611 Harrison Street, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by April 30, 2018, and if not done by April 30, 2018, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

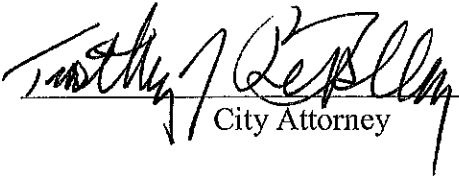
Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:  
:  
:

\_\_\_\_\_  
City Clerk

APPROVED as to Form:

  
\_\_\_\_\_  
City Attorney

126  
3.26.18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	March 26, 2018	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input checked="" type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Condemnation of 15006 S 20th St. Bellevue, NE 28123

SYNOPSIS:

The structure located at 15006 S 20th St Bellevue, NE 68123 was damaged from the tornado on June 16th 2017.

FISCAL IMPACT:

If the structure is removed by the City, the funds would need to come from the Community Betterment Funds

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Representatives for the property need to show cause why such building should not be condemned as a nuisance. Otherwise the building should be ordered torn down, the debris removed and the premises placed in a safe condition.

BACKGROUND:

The structure was damaged from the tornado on June 16th 2017 and there has been no effort to obtain permits for repairs or to demolish the structure. All other structures in this neighborhood have been repaired or are in the process of being repaired. Recently the permits department has received several complaints regarding the condition of the structure and concerns for the safety or welfare of the residents of the neighborhood.

ATTACHMENTS:

1 photo  
2 photo  
3 photo

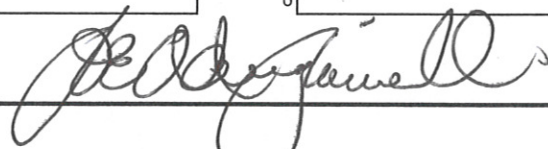

4  
5  
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



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

## MEMO

February 28, 2018

**From:** Michael Christensen, <sup>MC</sup> Chief Building Official  
Permits and Inspections  
City of Bellevue

**To:** Sabrina Ohmacht  
City Clerk

**Subject:** 15006 S 20<sup>th</sup> St. Bellevue, NE 68123 LEGAL; LOT 94 HYDA HILLS

Dear Ms. Ohmacht,

In accordance with the provisions outlined in the Bellevue City Code; Section 8-47, I am notifying you that the structure located at 15006 S 20th St. Bellevue, NE 68123 has been deemed a public nuisance in accordance with said section. The structure was damaged from the tornado on June 16, 2017 and there has been no effort to obtain permits for repairs or to demolish the structure.

On December 28, 2017 a certified letter was sent to the owner of the property listed above, as well as to Travelers Insurance and Loancare Mortgage Company. All of the letters were received and signed for in early January, 2018. The letter stated that six months had passed since the structure suffered damage from the tornados on June 16, 2017 and no permits had been obtained to repair the structure.

The owner contacted the permits department and stated that they could not come to an agreement with the insurance company and so no repairs were going to take place. Since then there have been several complaints from area neighbors concerning the safety and welfare of the residents of the neighborhood. Subsequently, I am sending this report to you with my opinion the structure as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.



(1)









(5)

15006 > 20 21





126.1  
3.26.18

**RESOLUTION No. 2018-10**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
BELLEVUE, NEBRASKA**, that upon the facts presented, the structures located on

Lot 94 Hyda Hills, Bellevue, Sarpy County, Nebraska,

and located at 15006 South 20<sup>th</sup> Street, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by April 30, 2018, and if not done by April 30, 2018, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.


Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED as to Form:

  
\_\_\_\_\_  
City Attorney

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14a  
3.26.18

COUNCIL MEETING DATE:	3/26/2018	AGENDA ITEM TYPE:
SUBMITTED BY:  Jeff Roberts, Public Works Director Epiphany Ramos, WW Manager	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:

Agreement for Engineering Services

SYNOPSIS:

Request approval of an Agreement for Engineering Services between the City of Bellevue and HDR Engineering, Inc. for the Quail Creek Basin Capacity Evaluation Project.

FISCAL IMPACT:

\$10,000

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-20-7000

RECOMMENDATION:

Request approval of an Agreement for Engineering Services and authorize the Mayor to sign the Agreement between the City of Bellevue and HDR Engineering, Inc. not to exceed \$10,000.

BACKGROUND:

The purpose of this project is to develop a master plan for the sanitary sewer collection system to identify issues within the existing system and to evaluate the capacity of the system for future developments and the immediate options for the Facon Pointe Subdivision. This Scope of Work addresses the Quail Creek drainage basin. The complete Scope of Work is outlined in Exhibit A.

ATTACHMENTS:

- 1 Amendment No. Two to Agreement
- 2 E-Verify
- 3

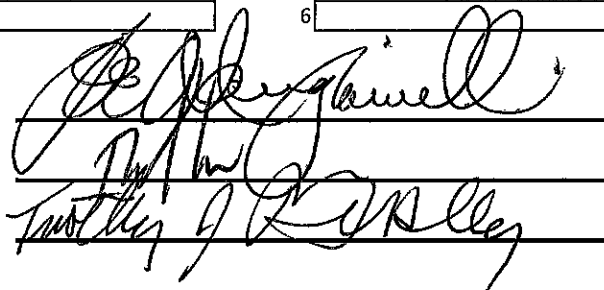
4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

  
The block contains three handwritten signatures in black ink, each written over a horizontal line. The signatures are cursive and appear to be of the Mayor, Finance Director, and Legal Director.

## **AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of March, 2018, between City of Bellevue, Nebraska, ("OWNER") a municipal corporation, with principal offices at 1510 Wall Street, Bellevue, NE 68005, and HDR ENGINEERING, INC., ("ENGINEER") a Nebraska corporation, with principal offices at 8404 Indian Hills Drive, Omaha, Nebraska, 68114 for services in connection with the project known as Quail Creek Basin Capacity Evaluation ("Project");

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

### **SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

### **SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

### **SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

### **SECTION IV. COMPENSATION**

Compensation for ENGINEER'S services under this Agreement shall be on an hourly basis with a not to exceed amount of \$10,000.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from

subconsultants and subcontractors to cover administrative expenses and vicarious liability.

#### **SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services as described within Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

#### **SECTION VI. SPECIAL PROVISIONS**

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

CITY OF BELLEVUE, NEBRASKA  
"OWNER"

BY: \_\_\_\_\_

NAME: Rita Sanders

TITLE: Mayor

ADDRESS: 1510 Wall Street  
Bellevue, NE 68005

HDR ENGINEERING, INC.  
"ENGINEER"

BY: 

NAME: Ron Sova, P.E.

TITLE: Senior Vice President

ADDRESS: 8404 Indian Hills Drive  
Omaha, NE 68114

**EXHIBIT A**

**SCOPE OF SERVICES**

**EXHIBIT A**  
**SCOPE OF WORK**

**PART 1.0 PROJECT DESCRIPTION:**

The City of Bellevue is proceeding with the development of a master plan for the sanitary sewer collection system to identify issues within the existing system and to evaluate the capacity of the system for future developments. The plan will incorporate field investigations and will include a hydraulic model of the system with recommendations to improve system capacity to address future development.

The plan will be developed in phases based on drainage basins.

This scope of work addresses the Quail Creek drainage basin which is roughly bounded by 36<sup>th</sup> Street, Highway 370, and the west and south ridge lines.

**Key Understandings:**

1. All travel will be in proximity to the City of Bellevue, Nebraska.
2. All meetings and presentations will be at the City Engineer's office or the City Sewer Maintenance office.
3. OWNER will provide available record drawings of the collection system.
4. OWNER will provide available information on the existing pump stations including flow data.
5. OWNER will provide available information on maintenance operations and known problems.
6. Developer consultants will provide drawings of planned developments within the basin.
7. The hydraulic model will be completed by a separate contract.
8. OWNER will provide verification of system information including but not limited to manhole inverts and pipe sizes.
9. OWNER will provide for the installation and monitoring of flow meters.

**PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER**

**Task Series 100 – Address Planned Development**

**Objective:** Assist the OWNER in the evaluation of the existing collection system to address the immediate demands for planned development.

**HDR Activities**      **110 – Kickoff Meeting/Data Collection**  
• Attend one meeting with OWNER and engineers representing the developers to discuss the planned developments and to review list of needed information.

- Receive information from engineers for the planned developments.

#### **120 –System Evaluation**

- Review known system deficiencies with OWNER's personnel.
- Develop possible improvement options.
- Attend one meeting with OWNER to review findings and discuss possible improvement options.
- Summarize findings and recommendations in a letter memorandum.

### **PART 3.0 OWNER'S RESPONSIBILITIES:**

1. Flow monitoring data.
2. Sewer inspection data.
3. Verification of system information.
4. Record drawings.
5. Operational data.
6. Pump station data.
7. Provide meeting venue as necessary.

### **PART 4.0 PERIODS OF SERVICE:**

Notice to Proceed:	March 7, 2018
Recommendation of Findings:	March 22, 2018

### **SUBSEQUENT TASKS:**

1. Development of a model for the collection system.
2. Evaluation of improvement options.
3. Development of preliminary opinion of probable costs for proposed improvements.
4. Development of an implementation plan to address future improvements, phasing, and timing.



**EXHIBIT B**

**TERMS AND CONDITIONS**

# HDR Engineering, Inc.

## Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation Insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability Insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability Insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability,

and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of

expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

## 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

## 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable

laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

## 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## 17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

## 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## 19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

## 20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

146  
3-26-18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	3/26/2018	AGENDA ITEM TYPE:
		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:

Purchase all in one computers

SYNOPSIS:

We have budgeted to replace 46 computers for the City Departments and 16 for the Library lab. This is the first half of the purchase.

FISCAL IMPACT:

Budgeted item \$42,903.19

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approve purchase

BACKGROUND:

This is the first half of this years computer replacement program the second half will be replaced in September after looking at the budget.

Replace 23 City Department computers 8 Library lab computers that are \$70.20 cheaper because of features( wireless keyboards, mouse etc) removed for the public computers.

All computers have a 4 year service warranty.

ATTACHMENTS:

1 Dell Quote

2

3

4

5

6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Handwritten signatures]*

## Betts, Steven

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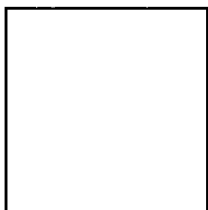
**From:** Rusty Ethridge <rusty@sarpy.com>  
**Sent:** Wednesday, March 07, 2018 11:33 AM  
**To:** Betts, Steven  
**Cc:** Tony Calandra  
**Subject:** Computer quote

Steve,

Please see attached quote. Let me know if you need anything else.

---

**From:** Dell (please do not reply) [mailto:automated\_email@dell.com] **On Behalf Of** Dell Inc.  
**Sent:** Wednesday, March 7, 2018 11:31 AM  
**To:** Rusty Ethridge <rusty@sarpy.com>  
**Subject:** Dell Computer - Saved Quote Information -1022943336738



**You have saved an eQuote 1022943336738**

An eQuote is now saved in your Dell Online Store.  
This will be held for 30 days and will expire on 04/06/2018

**Your eQuote has been sent to:**

Emailed to: Rusty@sarpy.com  
Rusty@sarpy.com

**To retrieve this eQuote**

Login to Premier

Sign in to Sarpy County - City of Bellevue, Nebraska

Click on "Quotes" in the top menu bar and search for eQuote number 1022943336738

<b>eQuote Name</b>	BELLSB
<b>Saved By</b>	Rusty@sarpy.com
<b>eQuote Description</b>	
<b>Authorized Buyer</b>	
<b>Notes/Comments</b>	
<b>Account Name</b>	Sarpy County - City of Bellevue, Nebraska
<b>Contract Code</b>	WN20AGW

Shipping Info  
 RUSTY ETHRIDGE  
 1210 GOLDEN GATE DR  
 INFORMATION SYSTEMS  
 PAPILLION, NE 68046-2839  
 (402) 593-1569

## eQuote Summary

Description	Quantity	Unit Price	Subtotal
OptiPlex 7450 AIO	23	\$1,402.09	\$32,248.07
OptiPlex 7450 AIO	8	\$1,331.89	\$10,655.12
eQuote Subtotal			\$42,903.19
Shipping*			\$0.00
Shipping Discount*			\$0.00
Tax*			<del>\$3,217.76</del>
Environmental Disposal Fee*			\$0.00
eQuote Total*			<del>\$46,120.95</del>

\*The eQuote total, including applicable taxes and additional fees, may be viewable online.

## eQuote Details

Description	Quantity	Price
xctoo7450aiousr   OptiPlex 7450 AIO	23	\$49,612.38
Premier Discount		\$17,364.31
(Unit Price after discount: \$1,402.09 ea.)		<u>\$32,248.07</u>

Module	Description	Product Code	Sku	ID
OptiPlex 7450 AIO	OptiPlex 7450 AIO XCTO	7450XT	[210-AKWX]	1
Processor	Intel® Core™ i5-7500 (QC/6MB/4T/3.4GHz/65W); supports Windows 10/Linux	I5KBL1	[338-BKYV]	146
Operating System(s)	Windows 10 Pro 64-bit English	10P64E	[619-AHCR]	11
Microsoft Application Software	Microsoft Office Home and Business 2016	OFCHB16	[658-BDMQ]	1002
Memory	8GB DDR4 at 2400MHz (1x8GB)	8G1DR4	[370-ADJW]	3
Hard Drive	500GB (5,400 Rpm) 2.5inch Solid State Hybrid Hard Drive	500SDH	[400-ANPN]	8
Additional Hard Drive	No Additional Hard Drive	NOHDDA	[401-AADF]	637
Raid Connectivity	NO RAID	NORAIID	[817-BBBN]	1009
Hard Drive Software	NO INTEL RESPONSIVE	NOINTR	[409-BBCF]	707
Stands and Mounts	Height Adjustable Stand for OptiPlex 7450	HAS	[575-BBHR]	558
Video Card	Intel® Integrated Graphics	INT	[490-BBFG]	6
CD ROM/DVD ROM	8x DVD+/-RW 9.5mm Optical Disk Drive	8DVDRW	[429-AAZF]	16
Wireless	No Wireless Included	NOWRLS	[555-BBNG]	19
Driver	No Wireless	NOWRLS	[555-BBFO]	7
LCD	Non-Touch Display Panel, OptiPlex All-in-One	NONTCH	[391-BBDM]	760
Chassis Options	7450 AIO 23.8, FHD NonTouch with Camera, Integrated Graphics, Bronze PSU	CNTUBN	[329-BDHS]	116
Cables and Dongles	No Accessories	NOACCES	[461-AABV]	592
Keyboard	Dell KM636 Wireless Keyboard & Mouse English, Black	US636B	[580-ADJM]	4
Mouse	Mouse included with Keyboard	NMINKB	[570-AADI]	12
Systems Management	No Out-of-Band Systems Mgmt	NOVPRO	[631-ABEU]	49
Non-Microsoft Application Software	Windows 10	WIN10	[525-BBCL] [640-BBLW] [658-BBMR] [658-BBRB] [658-BCUV]	1003
Operating System Recovery Options	OS-Windows Media Not Included	NOMEDIA	[620-AALW]	200013
E-Star	ENERGY STAR	ESTAR	[387-BBLW]	122
Canada Ship Options	US No Canada Ship Charge	USNONE	[332-1286]	111
Diagnostic CD / Diskette	No Diagnostic/Recovery CD media	NORDVD	[340-ABJI]	50
Placemat	Documentation, English, French, Dell OptiPlex 7450	DOCENFR	[340-BJWF]	60
Optical Software	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	CW8DN	[658-BBTV]	597
Power Cord	System Power Cord (English)	US125V	[450-AAOJ]	20
TPM Security	Trusted Platform Module (TPM Enabled)	TPM	[329-BBJL]	297
UPC Label	No UPC Label	NOUPC	[389-BCGW]	292
Regulatory Label	Regulatory Label, Non Touch	REGNT	[389-BRFY]	676
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	EFDOC	[340-AGIK]	21
Packaging	Shipping Material for Micro System	SHPDAO	[340-BJWH] [389-BBUU]	465
Processor Branding	Intel Core i5 Label	KCI5SML	[389-BLSV]	749
Transportation from ODM to region	Standard shipment	STD	[800-BBIO]	200080
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Hardware Support Services	4 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	NBD4	[997-6870] [997-6873]	29



xctoo7450aiours | OptiPlex 7450 AIO

8

\$16,392.48

Premier Discount

\$5,737.36

(Unit Price after discount: \$1,331.89 ea.)

\$10,655.12

Module	Description	Product Code	SKU	ID
OptiPlex 7450 AIO	OptiPlex 7450 AIO XCTO	7450XT	[210-AKMX]	1
Processor	Intel® Core™ i5-7500 (QC/6MB/4T/3.4GHz/65W); supports Windows 10/Linux	I5KBL1	[338-BKYY]	146
Operating System(s)	Windows 10 Pro 64-bit English	10P64E	[619-AHCR]	11
Microsoft Application Software	Microsoft Office Home and Business 2016	OFCHB16	[658-BDMQ]	1002
Memory	8GB DDR4 at 2400MHz (1x8GB)	8G1DR4	[370-ADJW]	3
Hard Drive	500GB (5,400 Rpm) 2.5inch Solid State Hybrid Hard Drive	500SDH	[400-ANPN]	8
Additional Hard Drive	No Additional Hard Drive	NOHDDA	[401-AADF]	637
Raid Connectivity	NO RAID	NORAIID	[817-BBBN]	1009
Hard Drive Software	NO INTEL RESPONSIVE	NOINTR	[409-BBCF]	707
Stands and Mounts	Basic Stand for OptiPlex 7450	BASIC	[575-BBHQ]	558
Video Card	Intel® Integrated Graphics	INT	[490-BBFG]	6
CD ROM/DVD ROM	8x DVD+/-RW 9.5mm Optical Disk Drive	8DVDRW	[429-AAZF]	16
Wireless	No Wireless Included	NOWRLS	[555-BBNG]	19
Driver	No Wireless	NOWRLS	[555-BBFO]	7
LCD	Non-Touch Display Panel, OptiPlex All-in-One	NONTCH	[391-BBDM]	760
Chassis Options	7450 AIO 23.8, FHD NonTouch with No Camera, Integrated Graphics, Bronze PSU	NCNTUZ	[329-BDHU]	116
Cables and Dongles	No Accessories	NOACCES	[461-AABV]	592
Keyboard	Dell KB216 Wired Keyboard English Black	US216B	[580-ADJC]	4
Mouse	Dell MS116 Wired Mouse Black	MS116B	[275-BBBW]	12
Systems Management	No Out-of-Band Systems Mgmt	NOVPRO	[631-ABEU]	49
Non-Microsoft Application Software	Windows 10	WIN10	[525-BBCL] [640-BBLW] [658-BBMR] [658-BBRB] [658-BCUV]	1003
Operating System Recovery Options	OS-Windows Media Not Included	NOMEDIA	[620-AALW]	200013
E-Star	ENERGY STAR	ESTAR	[387-BBLW]	122
Canada Ship Options	US No Canada Ship Charge	USNONE	[332-1286]	111
Diagnostic CD / Diskette	No Diagnostic/Recovery CD media	NORDVD	[340-ABJI]	50
Placemat	Documentation, English, French, Dell OptiPlex 7450	DOCENFR	[340-BJWF]	60
Optical Software	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	CW8DN	[658-BBTV]	597
Power Cord	System Power Cord (English)	US125V	[450-AAOJ]	20

TPM Security	Trusted Platform Module (TPM Enabled)	TPM	{329-BBJL}	297
UPC Label	No UPC Label	NOUPC	{389-BCGW}	292
Regulatory Label	Regulatory Label, Non Touch	REGNT	[389-BRFY]	676
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	EFDOC	[340-AGIK]	21
Packaging	Shipping Material for Micro System	SHPDAO	[340-BJWH] [389-BBUU]	465
Processor Branding	Intel Core i5 Label	KCI5SML	[389-BLSV]	749
Transportation from ODM to region	Standard shipment	STD	[800-BBIO]	200080
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Hardware Support Services	4 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	NBD4	[997-6870] [997-6873]	29

eQuote Subtotal	\$42,903.19
Shipping*	\$0.00
Shipping Discount*	\$0.00
Tax*	<del>\$3,217.76</del> <i>NO TAX</i>
Environmental Disposal Fee*	\$0.00

**eQuote Total\*      ~~\$46,120.95~~**

\*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Let's connect.



Legal Disclaimer: Please note that Dell cannot be responsible for pricing or other errors and reserves the right to cancel any orders arising from such errors. The amount of tax and shipping added to your order depends on where you have asked for the product to be shipped as well as on which products and/or services you've chosen to purchase. Your order is subject to Dell's Terms and Conditions of Sale which include a binding arbitration provision.

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CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14c  
3-26-18

COUNCIL MEETING DATE:	3/26/2018	AGENDA ITEM TYPE:
		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:

Purchase new Medic unit

SYNOPSIS:

Purchase one 2018 Ford F550 from North Central Emergency Vehicles for \$219,534.00  
and (1) MX-PROR3 stretcher and (1 ) stair PRO Model 6252 from Stryker for \$10,016.42  
Total \$ 229,550.42  
We will also have 3 inspection trips, estimated total \$2000.00

FISCAL IMPACT:

Budgeted \$299,000

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

\$231,550.42

RECOMMENDATION:

Approve purchase.

BACKGROUND:

In a cooperative effort between Fleet Maintenance and Bellevue Fire we will be moving away from the medium duty truck chassis into a smaller commercial chassis that will be better suited to our current operation and more economical. This change will be a cost savings of approximately \$67,000  
This was advertised and 2 bids were sent out and we only received one bid from North Central Emergency Equipment for a Braun Chief XL.

ATTACHMENTS:

- 1 Fleet Maintenance Support Letter
- 2 Stryker bid
- 3 North Central bid

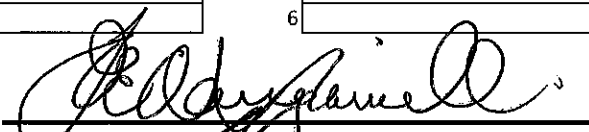

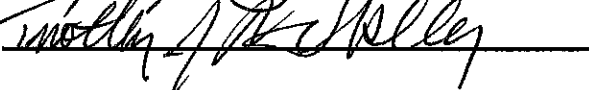
4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



City of Bellevue  
Fleet Maintenance Department  
2012 Betz Road • Bellevue, Nebraska 68005 • (402) 293-3129

## MEMORANDUM

**To:** Steve Betts  
**From:** Todd Jarosz  
**Subject:** Med Unit Replacement  
**Date:** 3/15/2018

With the large increase in emergency calls the Fire Department has seen in the past few years, the Med units are showing extensive wear leading to extreme amount of down time and cost. We currently have 6 Med units in the Fleet ranging from 2000 to 2010 model years.

After a complete and careful analysis over the past repair work records on all the Med units the summary shows that the cost for repairs and to operate Med units increases extremely after 70,000 miles. All of Bellevue's Fire Department Med units have over 70,000 miles on them.

The Fire Department has provided me with a packet with the specification for a new Med unit to purchase. The specifications are for a smaller chassis with a liquid suspension and a power supply system that is better suited for the type and the amount of emergency responds required by the Fire Department today. Not only is this unit a fiscally conservative purchase but has a much higher economy rating then the units before. After reviewing the packet, it is my recommendation for the purchase of a Med unit from the specification they provided to me. Considering the results from the equipment life-to-date repair cost reports Med 1 would be the best Med unit to replace. Even though it is not the oldest Med. unit in the Fleet, Med 1 is a 2003 with 117780 miles, currently at \$145,162.00 for its total life repair cost. That puts it at \$1.23 per mile to operate for life and \$1.44 for this last year. It is also my recommendation to set up a plan to move toward the replacement of all the Med units.

Thank you,

Todd Jarosz  
City of Bellevue  
Fleet Superintendent



## Comprehensive Quotation

Sales Account Manager  
SCOTT PUFAHL  
Scott.Pufahl@stryker.com  
Call: 913-530-0195

Remit to:  
Stryker Medical  
P.O. Box 93308  
Chicago, IL 60673-3308

## End User Shipping Address

1071427  
BELLEVUE FIRE DEPT  
211 W 22ND AVE  
BELLEVUE, NE 68005

## Shipping Address

1071427  
BELLEVUE FIRE DEPT  
211 W 22ND AVE  
BELLEVUE, NE 68005

## Billing Address

1071427  
BELLEVUE FIRE DEPT  
211 W 22ND AVE  
BELLEVUE, NE 68005

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	6377570	03/06/2018	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	1	MX-PRO R3	6082000000	\$6,611.68	\$6,611.68	
		Options				
	1	MX-PRO R3	6082000000	\$6,611.68	\$6,611.68	
	1	Common Components	6082126000			
	1	Domestic Manual	6082027000			
	1	Right Hand Release Handle	6082040002			
	1	Four Wheel Lock	6082504010			
	1	Standard Height	6082201000			
	1	Includes Pull Handle & Base Lift Bar	6080999001			
	1	Ergonomic Package w/ Safety Ba	WITH			
	1	Short Hook	6080036017			
	1	Standard Restraint Package	6082260010			
	1	NO F/E O2 BOTTLE HOLDER	6082141000			
	1	Head End Oxygen Bottle Holder	6082140000			
	1	X-Frame Guard Option	6080145000			
	1	No Pull Handle Option	6082156000			
	1	Pocketed H/E Storage Pouch	6082128010			
	1	No IV Pole Option Patient RT	6080212010			
	1	2 Stage IV Pole (patient left)	6080211010			
	1	1 year parts, labor & travel	7777881660			
	1	Dual Cot Retaining Posts	6082190000			
	1	Bolster Mattress	6090041010			
	1	Pocketed Back Rest Pouch	6500130000			
	1	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
	1	No Runner/H/E O2	0054200994			
2.00	1	Stair-PRO Model 6252	6252000000	\$3,404.74	\$3,404.74	
		Options				
	1	Stair-PRO Model 6252	6252000000	\$3,404.74	\$3,404.74	
	1	Common Components	6252026000			
	1	Stair-Pro Operations Manual	6252009001			
	1	2 Piece ABS Panel Seat	6250021000			
	1	Polypropylene Restraint Set (Plastic Buckles)	6250160000			
	1	1 year parts, labor & travel	7777881660			
	1	Main Frame Assy Option	6252022000			
	1	Standard Length Lower Lift Handles	6250024000			
	1	In-Service Video (DVD)	6250001162			
	1	Footrest Option	6252027000			
	1	No IV Clip Option	6252024000			



## Comprehensive Quotation

Sales Account Manager

SCOTT PUFAHL

Scott.Pufahl@stryker.com

Cell: 913-530-0195

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Note:

Product Total	\$10,016.42
Freight	\$0.00
Tax	\$0.00
<b>Total Incl Tax &amp; Freight</b>	<b>\$10,016.42</b>

Signature: \_\_\_\_\_ Title/Position: \_\_\_\_\_ Date: \_\_\_\_\_

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 Days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



A d/b/a of Jerry's Transmission Service Inc.  
18448 County Road 9  
Lester Prairie, MN 55354  
(320) 395-2911

12249 South Rhea Drive; Suite 4  
Plainfield, IL 60585

**[www.newambulances.com](http://www.newambulances.com)**

Bellevue Fire Department,

Thank you for the opportunity to provide you with our bid for your new Braun Chief XL F-550 4X4 ambulance. Enclosed you will find an itemized bid proposal for our 2018 Chief XL 4X4 Type 1 on a F-550 chassis, with all the options, items and modifications that you provided.

Braun Chief XL is the top of the line, all aluminum, fully welded, seamless type 1 ambulance and provides optimum room for storage and comfort. The Chief XL provides value, comfort and safety for the patient and crew, that will provide you with years of safe reliable years of service. Along with its seamless welded frame, box and multi plex system the Braun Chief XL will also provide you with the ability to remount in the future. Which will provide you with continued years of service.

With service in mind below is a brief history of our company, North Central Emergency Vehicles:

North Central Emergency Vehicles has represented Braun for over 27 years in the upper Midwest. We have a 19 bay service facility in Lester Prairie Minnesota and can perform any service on your emergency vehicle. In addition to sales and service, we are also a Ford QVM and Braun Authorized remounted. We recently added the State of Nebraska for Braun Industries.

In closing again, I would like to thank you for giving me the opportunity to submit our bid on the 2018 Braun Chief XL Type 1 F-550 4X4 chassis.

The total bid price for the 2018 Braun Chief XL on a 2018 F-550 4X4 chassis is:

\$ 219,534.00 this price includes all of your specified bid options.

Jeff D. Horn  
North Central Emergency Vehicles  
506 Reynolds Street  
Fullerton, Nebraska 68638  
402-650-4616

One (1) == Chief XL 2018 Type I MOD 169" - 18.200 06/29/17 ==

Y X N\_\_

One (1)  
00-01-0001 GENERAL CONDITIONS

Y X N\_\_

**PURCHASER:** The "Purchaser" who is hereinafter described as an individual, or a group of individuals who represent the interest of a City, Borough, County, Parish, State, or Private enterprise AND has been charged with the responsibility of purchasing one or more emergency medical ambulance(s).

**BIDDER:** The "Bidder" is hereinafter defined as the ambulance manufacturer and/or it's authorized Representative/Dealer.

### **BIDDER'S INSTRUCTIONS**

Bidders shall thoroughly examine all drawings, specifications, schedules, instructions and any other documents supplied as part of this invitation to bid and shall make all investigations necessary to thoroughly inform themselves regarding the content of the written specifications, drawings, and instructions supplied herein. No plea of ignorance by the bidder pertaining to the content of the specifications, drawings, schedule, or instructions will be considered by the purchaser on the deadline, if bid submission has occurred. Failure or omission on the part of the bidder to make the necessary examinations and investigations into the content of the specifications AND make all clarifications or explanations of exceptions and conditions that exist or that may exist hereafter shall NOT be accepted as a basis for making variations to the requirements of the purchaser or compensation to the bidder.

**CLARIFICATIONS:** Clarifications shall be written correspondence between the bidder and the purchaser. A clarification shall include the page number, paragraph number, the text with unclear content (as written in the specification) and the definition of the clarification provided.

The Purchaser's clarifications shall be documented in writing and distributed to all qualified bidders at least two business days prior to the deadline for bid submission.

**EXPLANATION OF EXCEPTIONS:** Bidders may take exceptions to any part of the bid contained herein with a written itemized schedule. The schedule shall include the page number, paragraph number(s), the text that the bidder feels he cannot comply with and an explanation why the bidder feels that the requirement is not in the best interest of the purchaser AND/OR an alternate bidder solution. Alternate bidder solutions may be considered by the purchaser, if the bidder can show the purchaser that the alternate solution is, in quality and quantity, equal to OR better than the specified item. Explanations of exceptions taken must be documented and submitted with the bid proposal on or before the bid submission deadline.



## **PURCHASER'S INTENT**

The intent of the specifications supplied herein is to purchase an ambulance with the highest level of quality and engineering excellence. The intent of this vehicle is centered on the patient's need for pre-hospital care, in conjunction with a safe working environment for the Emergency Medical Personnel.

## **NO ALTERNATE BIDS TAKING TOTAL EXCEPTION**

**BID PACKAGES SHALL NOT TAKE TOTAL EXCEPTIONS:** Bidders are required under this bid invitation to give, for the consideration of the purchaser, a proposal that will comply with the written specifications, drawings, and schedules supplied herein. The specifications supplied represent a compilation of input from all disciplines of users, patients, maintenance and management personnel who are directly affected by the vehicle performance. All the personnel who have direct working contact with the vehicle specified herein base careful consideration pertaining to safety, configuration, construction, and workmanship on working experiences. The intent of this ambulance was created as a result of resolving issues and improvement suggestions that have originated from the personnel most QUALIFIED to make such input.

The purchaser makes no claim that potential issues or improvements are included in the specifications supplied herein. The purchaser will consider any valid concern by any bidder and will consider only minor specification exceptions or alternates of equal or better performance, provided that the exceptions are steered toward meeting the intent AND the exceptions are submitted with the final bid proposal on or before the bid deadline.

**CAUTION:** A bidder who submits a bid that takes "Total Exception" and makes an offering of some "Standard" or "Stock" unit will be viewed by the purchaser as a bidder who did not make, and is not prepared to make, a valid bid, and is not qualified to manufacture the ambulance as specified herein. Alternate bids shall NOT be considered.

## **INTER-AGENCY AGREEMENTS (PIGGY-BACK)**

It is the intent of this bid document to make available to other government entities, by mutual agreement with the successful Bidder, the right to purchase the same or like equipment and or products, at the prices quoted for the period of the contract. Each Bidder shall indicate in the bid proposal, if the Bidder will honor other political subdivision's orders, in accordance with contract terms and conditions. This procedure is sometimes identified as a "Piggy-Back" Bid.

## **VENDOR QUALIFICATIONS**

Regardless of chassis purchased, all bidders shall be members in good standing of the Ford Motor Company Qualified Vehicle Modifier Program (Q.V.M.). Certification verification shall be provided with the bid response. If for any reason the Q.V.M. Certification was withdrawn or suspended by Ford Motor Company within the past five years, the bidder shall supply a full written explanation of the Q.V.M. withdrawal or suspension and any corrective actions taken to regain Q.V.M. Certification.

#### **PRODUCT LIABILITY INSURANCE**

A Certificate of current liability insurance, with a Ten Million Dollar minimum shall be supplied with the bid submission. The certificate of insurance shall bear the insurance carrier's name, address, and phone number. The Certificate shall also bear the name and address of the insured. This document shall contain the coverage schedule, explaining the type of insurance, the policy number, the effective date of coverage, the policy expiration date, and the individual limits of liability.

#### **DRUG FREE WORKPLACE**

The bidder shall conduct business as a Drug Free Workplace. The bidder/manufacturer shall provide notice to their employees as required under the Drug Free Workplace Act of 1988. A copy of the bidder's Drug Free Workplace policy shall be furnished to the purchaser upon request.

#### **WOMAN - OWNED BUSINESS**

The manufacturer shall be certified by the Women's Business Enterprise National Council (WBENC) a woman – owned business.

#### **CHASSIS POOL**

The bidder shall be a member of the Ford Motor Company's and/or the General Motor Company's Chassis Bailment Pool, regardless of the chassis specified within this specification. The bidder shall provide a current Ford Motor Company and/or General Motor Company's Pool account number to the purchaser upon request.

#### **AMBULANCE SPECIFICATION**

All ambulance modules in this specification must be built in the United States of America.

#### **PRODUCT TESTING**

**AMBULANCE MANUFACTURER'S DIVISION:** The Bidder shall be a member in good standing with the National Truck Equipment Association (N.T.E.A.) and the Ambulance Manufacturer's Division (A.M.D.) of N.T.E.A. The bidder shall supply a letter with the bid response to verify current membership in both the N.T.E.A. and the A.M.D.

#### **AMD STANDARD 001: STATIC LOAD TEST**

**A.M.D. 001 - MANUFACTURERS' BODY STRUCTURE TESTING:** The ambulance described herein shall be tested to the National Truck Equipment Association's Ambulance Manufacturer's Division, AMD Standard 001 - Static Load Test, except the test weight shall be at least 32,000 pounds. The test results shall be certified by an independent engineering firm not directly associated with the Ambulance Manufacturer. These certified test results shall be supplied to the purchaser upon request.

#### **ROLLOVER CRASH TEST**

The manufacturer shall perform a dynamic rollover crash test with video documentation to be provided to the Purchaser upon request. Crash tests shall be performed within a controlled and repeatable environment. All testing shall be performed by an ISO/IEC 17025 accredited laboratory by an accreditation body that is recognized by the National Cooperation for Laboratory Accreditation (NACLA) or is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement (MRA). Refer to the following publications for specifications:

SAE J211-1 Instrumentation for Impact Test – Part 1: Electronic Instrumentation  
SAE J211-2 Instrumentation for Impact Test – Part 2: Photographic Instrumentation  
SAE J21733 Sign Convention for Vehicle Crash Testing  
SAE 3027 Ambulance Litter Integrity, Retention, and Patient Restraint

#### **SIDE IMPACT CRASH TEST**

The manufacturer shall perform a dynamic side impact crash test with video documentation to be provided to the Purchaser upon request. Crash tests shall be performed within a controlled and repeatable environment. All testing shall be performed by an ISO/IEC 17025 accredited laboratory by an accreditation body that is recognized by the National Cooperation for Laboratory Accreditation (NACLA) or is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement (MRA). Refer to the following publications for specifications:

SAE J211-1 Instrumentation for Impact Test – Part 1: Electronic Instrumentation

SAE J211-2 Instrumentation for Impact Test – Part 2: Photographic Instrumentation  
SAE J21733 Sign Convention for Vehicle Crash Testing  
SAE 3027 Ambulance Litter Integrity, Retention, and Patient Restraint

#### **KKK-A-1822F TESTING CERTIFICATION**

The bidder shall provide documentation within this bid proposal, which verifies that all KKK-A-1822F testing is current and certified by an independent engineering firm.

#### **QUALITY ASSURANCE - SPECIFICATION COMPLIANCE**

The manufacturer shall inspect and test all systems and electrical loads per Federal specification KKK-A-1822F Section 4. Testing results shall be documented and displayed in the oxygen compartment and supplied with the vehicle delivery handbook.

NOTE: The purchaser will have zero tolerance towards bidder/vendors who state compliance to specification, but delivers an incomplete product and/or substandard materials and workmanship.

#### **NON-COLLUSIVE BID CERTIFICATION**

By submission of this bid response, the Bidder and/or Bidder's authorized representative(s), certify under penalty of perjury, to the best of their knowledge and belief the following:

A. The prices in this bid response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor, and;

B. Unless otherwise required by law, the prices which have been quoted in the bid response have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder, prior to the public bid opening, either directly or indirectly to any competitor, and;

C. No attempt has been made or will be made by the Bidder, for the purpose of restricting competition, to induce any person, partnership, or corporation not to submit a bid response.

#### **DEBARMENT STATUS**

By submission of this bid response, the Bidder and/or its authorized representatives, certify under penalty or perjury, that to the best of their knowledge and belief they are not currently debarred from submitting bids or

bidding on contracts from any agency within the home state of the purchaser, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency within the home state of the purchaser.

#### **DELIVERY STATEMENT**

The bidder shall state the number of calendar days required for delivery of the completed ambulance, after receipt of an order and receipt of chassis by the manufacturer.

Delivery shall be within 240 to 270 calendar days after receipt of order and receipt of chassis. (State number of calendar days)

#### **REQUIRED DELIVERY ITEMS**

**REQUIRED DELIVERY ITEMS:** Upon a successful bid award, the vendor shall provide the following to the purchaser, upon ambulance delivery:

1. Manufacturer's Quality Assurance Vehicle Testing and acceptance documents.
2. One (1) copy of conversion parts, service, and operational manuals.
3. OEM Chassis Owner's Guide materials as provided by the chassis manufacturer.
4. Two (2) copies of "as built" customized electrical schematics for the ambulance conversion.

#### **PURCHASER'S RIGHTS**

**ACCEPTANCE OR REJECTION:** The Purchaser reserves the right to accept or reject any and all bids as deemed to be in the best interest of the purchaser and is not bound to accept the lowest bid.

**BID PROPOSAL TIME LIMITS:** All bids submitted to the purchaser shall remain in effect for a minimum period of (60) sixty calendar days.

**BID WITHDRAWAL:** Only written bid withdrawal requests will be accepted by the purchaser. Bid withdrawals received less than (3) three working days prior to the advertised bid opening will not be accepted.

#### **FORCE MAJEURE**

The manufacturer shall not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached these Terms and Conditions, for any failure or

delay in fulfilling or performing any of these Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the manufacturer including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown, or power outage.

Any delays of subcontractors occasioned by any of the causes specified in the immediate preceding clause.

One (1)  
00-01-0006

**ROLLOVER CRASH TEST**

Y X N\_\_

Bidder shall perform modular rollover crash test, with video documentation to be provided to the Purchaser upon request. Crash test shall be performed within a controlled and repeatable environment, validated by a third party testing facility. Crash test control elements shall include (at minimum) - 25mph speed, 20 degree angled ramp, and 1.25 rotation. Crash test result elements shall include (at minimum) - minimal deflection to module body including side walls, roof and floor and all people doors (side and rear) must open.

One (1)  
00-01-0007

**KKK FEDERAL SPECIFICATION REQUIRED**

Y X N\_\_

This Order / Ambulance is required to conform to KKK Federal Specification for the Star-of-Life Ambulance.

One (1)  
00-01-0011

**KKK CHANGE NOTICE 8 NOT REQUIRED**

Y X N\_\_

End User / State is not required by law to be KKK-A-1822F Change Notice 8 compliant to meet SAE J3026 - Ambulance Patient Compartment Seating Integrity and Occupant Restraint Standards, and SAE J3027 - Ambulance Litter Integrity, Retention, and Patient Restraint Standards.

One (1)  
00-01-0018

**BIDDER KKK-A-1822F CHANGE NOTICE 8 COMPLIANT**

Y X N\_\_

Bidder shall be KKK-A-1822F Change Notice 8 compliant to meet SAE J3026 - Ambulance Patient Compartment Seating Integrity and Occupant Restraint Standards, and SAE J3027 - Ambulance Litter Integrity, Retention, and Patient Restraint Standards.

One (1)  
00-01-0019

**BIDDER KKK-A-1822F CHANGE NOTICE 9 COMPLIANT**

Y X N\_\_

Bidder shall be KKK-A-1822F Change Notice 9 compliant to meet SAE J3043 - Ambulance Equipment Mounts; Interior Stowage Accommodations; Equipment Mounting Devices: Installed Oxygen cylinder, cardiac monitor, and fire extinguisher mounting devices shall meet the performance requirements of SAE J3043.

One (1)  
00-01-0020

**BIDDER KKK-A-1822F CHANGE NOTICE 10 COMPLIANT**

Y X N\_\_

Bidder shall be: KKK-A\_1822F Change Notice 10 compliant to meet: SAE J3058 - Ambulance Interior Storage Compartment Integrity; SAE J3057- Ambulance Modular Body Evaluation-Quasi-Static Loading for Type I and Type III Modular Ambulance Bodies; SAE J3102- Ambulance Patient Compartment Structural Integrity Test to Support SAE

J3027 Compliant Litter Systems; SAE J3043 - Ambulance Equipment Mounts, Interior Stowage Accommodations, Equipment Mounting Devices: Installed suction mounting; to conform to all applicable requirements.

One (1) **NO STS, HGAC, FSA, NJPA, GPO CONTRACT** Y X N\_\_

00-01-0021

One (1) **NO PERFORMANCE BOND REQUIRED** Y X N\_\_

00-01-0031

No performance bond required on this order.

One (1) **NO BID BOND REQUIRED** Y X N\_\_

00-01-0041

No Bid Bond Required

One (1) **NO REQUIRED DELIVERY DATE** Y X N\_\_

00-01-0051

No specific required by delivery date.

One (1) **PRECONSTRUCTION MEETING REQUIRED / REQUESTED** Y X N\_\_

00-01-0053

The purchaser and / or end user does not wish to request a Pre-Construction meeting with the manufacturer.

One (1) **LEAD TIME DEFINED** Y X N\_\_

00-01-0062

PLEASE NOTE: Vehicle lead time is established upon date of accepted order and receipt of chassis.

One (1) **OEM - CHASSIS INCENTIVE REQUEST FORM** Y X N\_\_

00-01-0081

### Chassis Incentive Request Form

FIN / FAN:

Request #

Date

Braun Dealership

Requested By

North Central Emergency Vehicles

Jeff Horn

Braun Vehicle #

Chassis VIN #

Customer

Address

Contact Person

Phone

Email

Bellevue Fire Department

Bellevue, Nebraska 68005211 West Mission Ave.

GiffordDon

donald.gifford@bellevue.net

Customer Status (select only one)

☐ Government

☒ Municipality

☐ Private

Incentive Requested (select only one)

☒ Ford

☐ Chevy\*\*

☐ Dodge

Remaining Form Completed By Braun:

Program Number

Program Amount

Date Applied/Notified

Payable To  
Incentive Received

Less Pre-Existing Incentives

\*\*\$3,000 GM incentive already included in base price of unit

Net Incentive Amount

Payment Option (select only one)

☐ Check

(forward to Accounting)

☐ Discount Vehicle Invoice

(forward to Eng/Pricing)

Prepared By

Approved By

Check / Invoice #

Date

Comments:

One (1)  
00-01-0091

**REQUIRED REMAINING EQUIPMENT PAYLOAD:**

Y X N\_\_

One (1)  
00-01-0232 10

**TYPE I - AMBULANCE - CHIEF XL I - 72" INTERIOR HEADROOM**

Y X N\_\_

SPECIFICATION INTENT: Type I 169-inch module, constructed with not less than a 72-inch interior module height, an overall length of 307-inches, an overall width of 98-inches and an overall exterior height not to exceed 112-inches.

One (1)  
10-01-0199

**CHASSIS - FORD F-550 CHASSIS, 193" WB 4 x 4**

Y X N\_\_

**PLEASE NOTE: The manufacturer has not yet released the 2018 Chassis Spec; please see the 2017 Chassis Spec attached for GENERAL reference only.**

**F5H 2017 FORD F550 CHASSIS CAB, 193" WB 4X4 DRW (108 C.A.)**

**MECHANICAL**

- Axle - Mono beam front axle w/coil spring suspension

- Rear-axle 4.10

Limited-slip w/DRW (\*X4N\*)

- Battery - Batteries Dual 750 CCA
  - Brakes - Four-wheel Disc Brakes; Anti-lock Brake System (ABS)
- Emission 50-State Emissions System
- Engine - 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20 (\*99T\*)
  - Engine block heater (\*41H\*)
  - Operator Command Regeneration (\*98R\*)



225/70Rx19.5G BSW A/S (*TFB*)	• Tires -
Transmission – TorqShift® Six-Speed automatic w/SelectShift® automatic (6R140) (*44W*)	•
<b>FUNCTIONAL</b>	
heavy duty (*67B*)	• Alternators: Dual extra
Ambulance Prep Package (*47L*)	•
On-the-Fly (ESOF *213*) – 4X4	• Hood release
heavy -duty gas	• Horn - dual electric
• Sirius XM® Radio (Note: Includes a 6-month prepaid subscription. Service is not available in Alaska or Hawaii).	• Oil minder system
and Jack (*512* *61J*)	• Shift - Electronic-Shift-
	• Shock absorbers -
	• Spare Tire, Wheel
	• Springs, rear auxiliary
	• Stabilizer bars – front
& rear	• Trailer Brake
Controller	
<b>EXTERIOR</b>	• Back Panel, rear - solid, no
sliding rear window	• Bumper – front,
chrome	• CLEAN IDLE DECAL,
CAL SER VEH EXP (*936*)	• Color - Oxford White
(*Z1*)	• Fender vents – front
	• Front License Plate
Bracket	• Fuel Tank — 40 gallon
aft axle	• Glass – privacy
	• Grille – chrome
	• Manual locking hubs

- Package XLT Trim (\*663A\*)
  - front, color-coordinated
  - Guards/Mud Flaps – Front
  - change signal
- Preferred Equipment
  - Scuff plates –
    - Splash
  - "Three Blink" Lane
  - Tow hooks – front (2)
- Trailer wiring – 7 wire harness w/relays, blunt cut & labeled
- Painted Steel
  - Wheels - 19.5" Argent
  - Windshield Wipers
- intermittent
- INTERIOR/COMFORT/CONVENIENCE**
  - 4.2" LCD Productivity Screen in IP Cluster w/Compass display
- auxiliary
  - 12V Power point,
  - Air conditioning –
- single-zone, manual
  - Air conditioning vents – black w/chrome ring and knob
- AM/FM Stereo Single-CD/MP3 Player Clock, speakers - four (4) (\*585\*)
  - Auxiliary audio input
- jack
  - Cabin Air Particulate
- Filter
  - Carpet Delete
- (\*166\*)
  - Coat hooks, LH/RH color-coordinated
  - Cruise Control
  - Dash top tray
  - Dome lamp – LH/RH door activated & I/P switch operated w/delay
  - Door locks w/ backlit switches
  - Door-trim – soft armrest, grab handle, power window/lock switches and reflector; front map pockets on Regular Cab and SuperCab; front and rear map pockets on Crew Cab
  - Gauges & Meters - Fuel , Transmission temperature, Engine coolant temperature, Oil pressure (gas engine), and Turbo (diesel engine) gauges, Speedometer, Odometer, and Tachometer
  - Handles, grab – driver & front-passenger    Handles, roof ride – front-passenger
    - Headrests
  - driver and passenger 4 way adjustable

11.5" day/night	• Mirror – rearview
	• Outside Temperature
Display	
• Power Equipment Group – 1ST row (front-seat) windows w/one-touch up/down, power/door-locks w/backlit switches & accessory delay	
• Seat –Front, high-series cloth 40/20/40 medium earth grey (*3S*) split bench - 20% center under-seat storage, – w/center armrest, cup holder and storage (manual lumbar – driver’s side) — Four-way adjustable driver/passenger headrests	
	• Steering – power
• Steering wheel – Black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control	
• Sun visors – color-coordinated cloth, driver w/pocket, both driver and passenger w/covered mirrors	
	• Upfitter
Interface Module (*18A*)	
	• Upfitter
switches – 6 located in Overhead Console	
<b>SAFETY/SECURITY</b>	
	•
AdvanceTrac® with RSC® (Roll Stability Control™)	
	• AutoLamp – Auto
On/Off Headlamps	
	• Belt-
Minder® (front safety belt reminder)	
• Driver and passenger frontal and side airbag/curtain; passenger side deactivation switch	
	•
Headlamps – Quad beam jewel effect halogen	
	• Lamps – Roof
marker/clearance – LED	
• Mirrors – manually telescoping (*54K*) /folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals	
	• MyKey® owner
controls feature	
• Remote keyless entry and Perimeter anti-theft alarm	
• Safety Belts – color-coordinated w/height adjustment (front-outboard seating positions only)	
	• Safety Canopy®
System	
	•
SecuriLock® Passive Anti-Theft System (PATS)	
	• Stationary
Elevated Idle Control (SEIC)	

- Alert System™
  - SOS Post-Crash
  - Under hood service light
- DRIVER ASSIST**
  - AutoLamp (Auto On/Off Headlamps) with Rainlamp Wiper Activated
- Headlamps
  - Cruise control (steering wheel-mounted)
  - SYNC® with MyFord® – Voice-activated Communications and Entertainment System with 911 Assist® and AppLink™

**WEIGHT RATINGS**

RATING	FRONT AXLE WEIGHT
	6000
RATING	REAR AXLE WEIGHT
	13660
WEIGHT RATING	GROSS VEHICLE
	18000

One (1)  
20-10-0099 **FUEL TANK - FULL UPON FACTORY RELEASE** Y X N\_\_

The chassis fuel tank of the completed unit shall be full at time of release from the ambulance manufacturer's facility.

One (1)  
20-10-0103 70 **SUSPENSION - LIQUID SPRING** Y X N\_\_

A **CLASS®**, or Compressible Liquid Adaptive Suspension System, shall be provided and installed. Utilizing a strut, with a compressible fluid as the spring/damping medium, and its sophisticated on-board microprocessor, **CLASS®** adapts the entire vehicle's response to road variations and the driver. Unlike current steel and air sprung suspension systems, **CLASS®** can automatically and instantaneously change the spring stiffness and damping at each wheel over a very broad range with minimal power consumption while the vehicle is being driven and without driver intervention. The system shall include an automatic lowering feature, which is activated by opening the rear patient compartment doors. There shall be a switch near the rear doors which will defeat the lowering feature.

One (1)  
20-10-0206 **BATTERY - TWO SYSTEM - F SERIES CHASSIS** Y X N\_\_

The vehicle shall have a 12 V two (2) battery system rated at 1500 cold cranking amps. Both batteries shall be securely installed in the Ford OEM locations, under the vehicle hood.

One (1)  
20-10-0603 **ENGINE BLOCK HEATER - OEM PLUG** Y X N\_\_

An engine block heater shall be included in the chassis with the 125 VAC power cord, located under the hood.

One (1)  
20-20-0133 **FLOOR CONSOLE - ANGLED FACE REMOVABLE PLATES - ALUMINUM** Y X N\_\_

A center floor console manufactured out of aluminum and covered in a black onyx scratch resistant, multi-use polychromatic coating with a clear epoxy finish shall be

installed in the cab. The console shall include an angled face to accommodate (1) 12V and (1) USB plugin(s), and the Weldon Vista display. The lower portion of the console shall consist of a flat area that shall contain the siren, two (2) drink holders, and then to the rear center a recessed storage area for maps and reports. The console face plates shall be removable for accessibility and serviceability.

One (1)  
20-20-0251

**HEAT SHIELDS**

Y X N\_\_

Protective heat shields shall be installed above the exhaust system as recommended by the chassis manufacturer.

One (1)  
20-20-0277

**HIGH IDLE SYSTEM, AUTOMATIC**

Y X N\_\_

An aftermarket auto high-idle system shall be provided on the chassis. The high-idle shall be programmed to activate when the transmission is placed in the park position and the parking brake is activated. The system will automatically go to high idle, but will adjust itself as needed for higher or lower idle. If the module heat or a/c is activated the high idle will be over ridden to 1500 rpm.

One (1)  
20-30-0202

**MIRRORS, EXTERIOR OEM MANUAL TELESCOPING W/REMOTE & HEAT**

Y X N\_\_

The chassis shall have OEM telescopic trailer tow mirrors with power adjustable flat heated glass and manual adjustable convex glass.

One (1)  
20-30-0263

**OEM AUTO-LOCK W/ AUTO UN-LOCK (cab and module doors auto unlock in park)**

Y X N\_\_

One (1)  
20-30-0806

**RUNNING BOARDS - STAR PUNCHED DIAMOND PLATE**

Y X N\_\_

Aluminum diamond plate running boards with a star punched non-skid surface shall be provided on the cab. The running boards shall be bright dip anodized after they are formed to retain finish and increase corrosion resistance.

One (1)  
20-40-0206

**WHEEL SIMULATORS, STAINLESS STEEL WITH VALVE STEM EXTENSIONS**

Y X N\_\_

Stainless steel full wheel simulators shall be provided for the front and the outside rear wheels. Air Max valve extensions shall be provided to properly inflate the inner dual rear tires.

One (1)  
30-06-0004

**ELECTRICAL SYSTEM - WELDON V-MUX, MICRO PROCESSOR BASED**

Y X N\_\_

A Weldon V-MUX 100% solid state microprocessor based multiplex system shall be installed to control the electrical functions. The system shall include load management, load shedding, power modulation, load sequencing capabilities and provide on-board diagnostics with real-time status reporting. The system shall consist of one (1) color control console (Vista) in the cab, one (1) color control console (Vista) in the patient compartment, a total of three (3) control nodes: two (2) High Content nodes and one (1) 8 X 16 node, and a cab warning display with video input and monitoring capabilities.

The system must be a Weldon V-MUX. **No exception.**

Bidders who propose any other proprietary electrical system shall be considered as non-compliant.

**Documentation required with bid submission**

Bidder must supply with his/her bid proposal, a listing of not less than 500 ambulances produced with the Weldon V-MUX system within the past 5 years. The documentation shall include a production order number, the purchaser's agency name, and the date the ambulance was delivered.

One (1) 30-06-0010	Bids submitted without this documentation shall not be considered. <b><u>VISTA IV MCC - PUSH BUTTON</u></b>	Y X N__
One (1) 30-06-0015	A Weldon V-MUX Vista IV interface module / display screen shall be provided and installed in the cab. The Vista module shall be operated through the use of push buttons. <b><u>VISTA IV ACP - PUSH BUTTON</u></b>	Y X N__
One (1) 30-06-0026	A Weldon V-MUX Vista IV interface module / display screen shall be provided and installed in the patient compartment. The Vista module shall be operated through the use of push buttons. <b><u>WARNING DISPLAY - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	A digital warning display shall be integrated into the cab display console and programmed through the multiplex system to provide visual and audible indications for:	
	Parking brake set condition	
	Parking brake release condition	
	Patient status alarm (four color with reset capability)	
	Individual outside storage compartment "door open" warnings in vehicle outline form.	
	Low voltage alarm	
One (1) 30-06-0050	Low oxygen pressure alarm <b><u>DAYTIME RUNNING LAMPS - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
One (1) 30-06-0076	Headlights shall be activated at 30% intensity, for day time operation, when transmission is placed in drive, as a feature of the multiplex system. (if not standard on the chassis) <b><u>MASTER CONTROL CONSOLE (MCC) - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
One (1) 30-06-0101	A floor mounted Master Control Console (MCC) shall be located in the cab. The console shall house the siren and the color microprocessor display screen, which will control all the Emergency Warning functions as well as also being able to control the Patient Compartment lighting and module heat/ac functions. <b><u>ATTENDANT CONTROL PANEL (ACP) - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
One (1) 30-06-0126	The Attendant Control Panel (ACP) shall contain a color micro processor screen, which will control all equipment installed in the patient compartment. <b><u>ELECTRICAL COMPARTMENT (PDQ) - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
One (1) 30-06-0150	The Power Distribution Quarters (PDQ) shall hold electrical components, (i.e. power distribution nodes, circuit breakers, etc). The electrical compartment shall be enclosed with a lockable, hinged door, located on the partition wall behind the attendant seat. <b><u>SPARE CIRCUIT - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
One (1) 30-06-0175	One (1) spare 15 amp circuit shall be provided. <b><u>WIRING HARNESS CONNECTORS - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	All wiring harnesses shall be connected via quick connect circular plug connectors.	

One (1) 30-06-0200	<b><u>RADIO TIE-IN POINTS - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	Radio tie-in points shall be installed and labeled in the lower area of the electrical compartment. The radio tie-in points shall be comprised of insulated terminal stud blocks with one "battery hot" and one "ignition hot".	
One (1) 30-06-0225	<b><u>EMERGENCY MASTER SWITCH - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	A single emergency master switch shall be supplied for activating all the emergency warning lights and shall be provided on the master control console screen. The emergency master switch will activate the module power automatically. There shall also be an Emergency Master Menu button which shall allow access to individual warning light functions.	
One (1) 30-06-0250	<b><u>CONTROL PANEL SWITCHES - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	The switches on the master control console and attendant control panel screens shall have dimmable perimeter backlighting for easy identification.	
One (1) 30-06-0275	<b><u>MODULE POWER SWITCH - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	A module power switch for the electrical system shall be provided on both the master control console and the Attendant Control Panel screens.	
One (1) 30-06-0285	<b><u>MODULE DISCONNECT - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	An In-Power disconnect with a built-in adjustable timer shall be installed to keep the module power switch engaged for five minutes, after the ignition is switched to the "off" position. This disconnect can also be activated from the side and rear doorways to turn on the fluorescent check-out lights.	
One (1) 30-06-0300	<b><u>VOLTMETER - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	One (1) digital voltmeter shall be provided on the master control console screen.	
One (1) 30-06-0325	<b><u>FLASHER - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	The flasher shall be provided within and programmed by the multiplex electrical system.	
One (1) 30-06-0350	<b><u>FLASHING HEADLIGHTS - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	The headlights (high beams) shall be programmed through the multiplex system to alternate flash (wig-wag), activated by a switch on the master control console screen labeled "Flashing Headlights", with the ignition on and module power and emergency master switches enabled. The flashing headlights are to be disabled when the low or high beams are activated. They are also disabled when the transmission is placed in the neutral/park position. The flashing headlights shall have the capability to be reactivated with the "park override" switch in the "on" position if the low and high beams are off.	
One (1) 30-06-0375	<b><u>PARK OVERRIDE - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	A park override switch, located on the master control console screen, shall reactivate all lights disabled when the transmission is placed in the neutral/park position.	
One (1) 30-06-0400	<b><u>LOAD MANAGER-SEQUENTIAL SWITCHING SYSTEM - MULTIPLEX ELECTRIC SYSTEM</u></b>	Y X N__
	The load manager-sequential switching system shall be controlled by the microprocessor based electrical system. The emergency master switch shall control the sequential switching of the emergency lights and/or other warning devices. The load manager shall automatically shed not-critical electrical loads during low voltage conditions to help	

	prevent electrical system overload when the vehicle is stationary and the transmission is in the park position.	
One (1) 30-06-0410	<b><u>WARNING LIGHTS FLASH PATTERN SIGNAL ALERT 75 - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	The default flash pattern for the warning lights shall be Signal Alert 75. These warning lights will be operated from a single switch labeled "flashers" via the Multiplex System on the master control console.	
One (1) 30-06-0450	<b><u>FRONT CLEAR DISABLE SWITCH - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	Activation of the switch on the master control console screen shall disable all forward facing clear warning lights.	
One (1) 30-06-0475	<b><u>CURBSIDE SCENE LIGHTS "ON" WITH CURBSIDE DOOR - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	The curbside scene lights shall be programmed to activate when the curbside door is in the open position.	
One (1) 30-06-0500	<b><u>REAR SCENE LIGHTS "ON" WITH REAR DOORS OPEN - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	The rear scene lights shall be programmed to activate when the rear doors are in the open position.	
One (1) 30-06-0525	<b><u>DISABLE SWITCH FOR REAR SCENE LIGHTS - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	A disable switch shall be installed at the rear door area to disable the rear scene lights.	
One (1) 30-06-0550	<b><u>DISABLE SWITCH FOR SIDE SCENE LIGHTS - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	A disable switch shall be installed at the curbside door area to disable the curbside scene lights.	
One (1) 30-06-0575	<b><u>REVERSE (TRANSMISSION) FUNCTIONS - MULTIPLEX ELECTRICAL SYSTEM</u></b>	Y X N__
	The system shall be programmed to provide activation for the rear outboard warning lights, the rear side warning lights, the rear scene lights, and the rear side scene lights, when the transmission selector lever is placed into "reverse" position.	
One (1) 30-10-0030	<b><u>BACKUP ALARM</u></b>	Y X N__
	An (OSHA approved) back up alarm shall be installed with disable switch for silent backing. The disable switch shall be located on the MCC (master control console). The back up alarm system shall automatically reset to the "on" mode when the transmission is taken out of reverse.	
One (1) 30-10-0071	<b><u>CAMERA REAR VIEW - SINGLE SYSTEM - VISTA SCREEN</u></b>	Y X N__
	A color camera system connected to the cab Vista display screen shall be installed, providing rear view monitoring to the rear exterior of the module. The camera shall be connected to the video input provided in the cab's Vista screen. This camera image shall automatically be displayed on the MCC Vista when the vehicle is placed in reverse. The Vista shall resume normal operation when the vehicle is taken out of reverse.	
One (1) 30-10-0110	<b><u>ELECTRICAL CIRCUITS</u></b>	Y X N__
	All electrical circuits shall have wiring and circuit protection suitable to the demand and must meet the national electric code (NEC) wiring requirements.	



All added on wiring (18 GA through 10 GA) shall be color coded and stamped with code numbers and functions every 4" for easy identification (all other wiring shall be color coded). SLX high temperature thermoplastic cross link wire shall be used.

SGX insulated cable shall be used for all under hood / underbody battery and charging system cable. High temperature (375° f) thermoplastic loom shall be used on all harnesses.

One (1)  
30-10-0163 **CONDUIT, PVC FLEXIBLE w/ FISH/PULL WIRE & WALL COVER - PDQ TO CAB** Y X N\_\_

A minimum 1-1/2" diameter flexible PVC electrical conduit with fish/pull wire shall be installed from the Power Distribution Quarters (PDQ) to the Master Control Console (MCC).

One (1)  
30-10-0190 **GROUND FAULT CIRCUIT INTERRUPTER (GFCI)** Y X N\_\_

A 125 VAC, 20 AMP circuit breaker with ground fault circuit interrupter (GFCI) electronic ground leakage detection shall be installed in the load center for the shoreline circuit.

One (1)  
30-10-0262 10 **INVERTER, VANNER - 1050 WATT, #20-1050CUL-DC CHARGER** Y X N\_\_

A Vanner 20-1050CUL-DC, 1050 watt inverter with battery conditioner/charger, with remote switch, shall be provided and installed.

One (1)  
30-10-0291 20 **LIGHT, ATTENDANT CONTROL PANEL AREA - LED - WARM WHITE** Y X N\_\_

**LIGHT, ELECTRICAL COMPARTMENT (PDQ)**

One (1)  
30-10-0310 Y X N\_\_

A 12 VDC light shall be located in the electrical compartment. The light shall be wired "battery-hot" to activate when the power distribution quarter's door is in the open position. The light shall be off when the door is in the closed position.

One (1)  
30-10-0392 **LIGHT, MAP LIGHT VERTICAL LED 18" WITH FLEXIBLE NECK & RED/WHITE LED** Y X N\_\_

A Littlite® (LF18ES-LED) LED high intensity map light (vertical) shall be installed on the console located in the chassis cab.

Littlite® is a sleek, low profile gooseneck lamp that efficiently produces light in a concentrated area and can easily be aimed exactly where you need it. Made of sturdy metal and finished in durable black, baked enamel. The stylish, finned hood dissipates heat and extends surface life. The units are equipped with a permanently attached gooseneck that extends from either the end or top of the chassis and are controlled by an on/off switch.

LED Littlite lamps for console lighting are composed of red and white LEDs, which eliminate the need for a red filter. LED units offer choice of Red or White light from toggle switch selector

One (1)  
30-10-0410 **LIGHT OSS COMPARTMENT - INCANDESCENT** Y X N\_\_

Each outside storage compartment shall be equipped with two (2) clear Truck-Lite brand incandescent lights, activated by a magnetic switch.

One (1)  
30-10-0461 **LIGHT, SPOTLIGHT - HAND-HELD - OPTRONICS - BLUE EYE** Y X N\_\_

One (1) 12 VDC #KB-4003 hand-held spotlight with a 400,000 candle power "blue eye" bulb, 10 foot coil cord, and momentary switch shall be provided. The spotlight shall be

One (1) 30-10-0536	hard wired to the cab master control console. A black ABS vacuum-formed spotlight holder shall be shipped loose with the completed ambulance. <b><u>OUTLETS, 125VAC - SIX (6) INTERIOR DUPLEX</u></b>	Y X N__
One (1) 30-10-0543	Six (6) 2-wire +plus ground 125 VAC hospital-grade duplex outlets shall be installed in the patient compartment with wiring connected to the shoreline. Two (2) outlets shall be installed in the street side cabinet action area, one (1) forward and one (1) rearward, to supply 125 VAC to the monitoring equipment. One (1) outlet shall be installed in the lower front wall cabinet and three (3) outlets shall be installed in locations to be determined at the pre-construction meeting. An indicator lamp shall be located within each 125 VAC outlet as a line monitor to indicate a live circuit. The outlets shall be labeled, "125 VAC". <b>Fourth outlet to be on curb side as per Dwg# 6.</b> <b>Fifth outlet to be on front wall lower cabinet # 1 as per Dwg# 7.</b> <b>Sixth to be on the drivers side towards the floor of the center console, this needs to be a four plex outlet.</b> <b><u>OUTLETS, 12VDC - TWO (2) INTERIOR POWERPOINT</u></b>	Y X N__
One (1) 30-10-0657	Two (2) 12 VDC power point outlets shall be installed in the patient compartment, one (1) in the front wall equipment area, and one (1) in the attendant control panel area in the street side cabinet. The outlets shall be labeled, "12 VDC". A Schottky diode medical isolator shall be provided to protect the 12 VDC outlets. <b><u>RADIO ANTENNA BASES - TWO (2)</u></b>	Y X N__
One (1) 30-10-0670	Two (2) antenna bases with attached coax cables shall be installed on the module roof. The coax cables shall terminate in the PDQ. Access to the antenna bases shall be through adjacent module interior dome lights. <b><u>RADIO TIE-IN POINT - (1) 12V/25 AMP - CAB CONSOLE AREA</u></b>	Y X N__
One (1) 30-10-0724	One (1) set of 12 volt /25 amp radio tie-in points shall be installed in the cab console area of the unit. The set shall include one (1) "Battery Hot", one (1) "Ignition Hot", and one (1) "Grounded" junction stud. <b><u>RECEPTACLE SHORELINE INLET-SUPER 30 AMP, AUTO EJECT</u></b>	Y X N__
One (1) 30-10-0744	A Kussmaul super auto eject shoreline inlet receptacle with a cover shall be installed on the module exterior (forward street side) near the driver's door. The receptacle shall be equipped with an integral dynamic disconnect.  The 125 VAC, heavy duty 30-amp circuit breaker shall have GFCI protection and shall be connected to the lighted 125 VAC patient compartment outlet(s). A mating connector shall be shipped loose with the completed ambulance. <b>(2) Kussmaul 30-amp Auto-eject Shoreline inlets, Second is for Dual voltage Heat/AC</b> <b>As per Dwg# 3</b> <b><u>OTE CLIMATE CONTROLLED CABINET- TEMPERATURE CONTROL MODULE</u></b>	Y X N__
One (1) 30-10-0753	A 12-volt OTE #19511-FTCM key locking climate controlled compartment shall be provided and installed. This unit has a temperature control module.  Location to be determined at pre-construction meeting. Pricing dependent on the location selected. <b><u>SIREN, WHELEN 295-HFSA7-REMOTE WITH MICROPHONE</u></b>	Y X N__

A Whelen 295-HFSA7 remote dual siren amplifier shall be flush-mounted in the master control console located in the cab. The siren shall be capable of hands-free operation and shall be equipped with a noise canceling microphone. Some features of this siren include:

**DUAL 200 WATT, FLUSH MOUNT SIREN with REMOTE SIREN AMPLIFIER**

- Six function siren plus radio repeat and public address.
- Operates two 100-watt speakers.
- Operates in dual (outputs 2 independent siren tones creating rich harmonic dual tone sound) or mono sound modes.
  - External dip switch programmable siren tones.
  - PTT (push to talk) switch on microphone overrides all siren functions.
- Removable unidirectional microphone with adjustable microphone volume & adjustable preset radio repeat volume.
  - SI TEST®, silent diagnostic test.
  - Quick disconnect plug for ease of service or replacement.

**12 Siren Tones**

- Air horn • Wail • Yelp • Piercer • Manual Coast to Stop
- Manual • Mechanical Coast to Stop • Hi/Low • Yelp 249
- Warble • Whoop • Mechanical Tone

One (1)  
30-10-0812

**SIREN SPEAKERS, CAST PRODUCTS - IN FRONT BUMPER**

Y X N\_\_

Two (2) Cast Products - 100-watt siren speakers, shall be installed in outer ends of the front bumper.

One (1)  
30-10-0912

**SYSTEM ACTIVE AND CHECK OUT LIGHTS - 15 MINUTES**

Y X N\_\_

A switch shall be located at the curb and rear entry doors that will allow activation of the V-MUX electrical system. There shall also be a check out light switch located at the curb and rear doors that will allow activation of the LED angled lights prior to entering the module. The system shall be programmed to shut down automatically after 15 minutes unless the ignition is on. This shutdown delay shall be user adjustable.

One (1)  
30-11-0104

**LIGHTS, DOME LED (8) Whelen**

Y X N\_\_

Eight (8) Super LED dome lights, Whelen #80C0EHCR, shall be provided in the patient compartment. The dome lights shall be controlled by separate switches for the left bank and right bank of lights. The dome lights shall be activated by switches on both the attendant control panel and the master control console. The dome lights shall be illuminated at 50% power whenever the patient compartment side or rear doors are opened.

One (1)  
30-11-0152

**LIGHTS, TECNIQ LED PANEL (3) STREETSIDE - ANGLED**

Y X N\_\_

Three (3) Tecniq (E30-L010-1) 21 LED lights shall be mounted on the angled panel above the streetside interior cabinets. These lights shall be three way switched from the attendant control panel and the master control console.

One (1)  
30-11-0156

**LIGHTS, DELETE LIGHTS ON PANEL CURBSIDE ANGLED**

Y X N\_\_

The lights on panel, curbside angled, shall be not be installed if raised cabinets #1 & #2 streetside are present.

One (1)

**LIGHTS, ICC / LED CLEARANCE - ON MODULE FRONT - TECNIQ**

Y X N\_\_

30-25-0122

The vehicle shall have five (5) amber Tecniq LED (S33-AA00-1) clearance / ICC lights on the front of the module near the roof line.

One (1)

**LIGHTS, ICC / LED CLEARANCE - ON MODULE REAR - TECNIQ**

Y X N\_\_

30-25-0123

The vehicle shall have five (5) red TECNIQ LED (S33-RR00-1) clearance / ICC lights on the rear of the module near the roof line.

One (1)

**LIGHTS, FRONT GRILLE - (2) WHELEN 500 SUPER LED - BlueWCLEAR LENS**

Y X N\_\_

30-25-3110

Two (2) Whelen 500 series Blue super LED warning lights, with clear lens and waterproof connectors shall be installed in the grille area of the chassis. The lights shall operate from a switch on the master control console labeled "Flashers".

One (1)

**LIGHTS, FRONT MODULE - WHELEN (7)900 - (3)RED, (3)BLUE, (1)CLEAR LED W/CLEAR LEN**

Y X N\_\_

30-25-4205

Seven (7) Whelen 900 series super LED warning lights with chrome flanges shall be installed on the module front. There shall be three (3) red with clear lens, three (3) blue with clear lens, and one (1) white with clear lens. The lights shall operate from a switch on the master control console, labeled "Flashers".

One (1)

**LIGHTS, REAR TAIL - WHELEN 600 LED STOP, TURN, HALOGEN BK-UP**

Y X N\_\_

30-26-3002

One (1) pair each of Whelen 600 series LED stop/tail lights, turn lights, and halogen back-up lights with chrome bezels shall be installed on the rear of the module.

One (1)

**LIGHTS, REAR WINDOW-LEVEL - WHELEN (2)900 LED - SPLIT RED/BLUE**

Y X N\_\_

30-26-5118

Two (2) Whelen 900 series super LED split red / blue warning lights with clear lenses and chrome flanges shall be installed on the rear of the module at window level, one (1) on each side. These lights shall operate from a switch on the master control console, labeled "Flashers".

One (1)

**LIGHTS, REAR MODULE -WHELEN (5)900, (2)RED, (1)AMB LED, (2)LED SCN CLR LENS**

Y X N\_\_

30-26-6155 20

Two (2) Whelen 900 series red super LED warning lights with clear lens, two (2) Whelen 900 series 24 diode LED scene/load lights, and one (1) Whelen 900 series amber super LED warning light with clear lens shall be installed on the rear of the module. The lights shall be installed with chrome flanges and shall be operated from switches on the master control console labeled "Flashers" and "Rear Scene Lights".

**As per Dwg#2**

**Light split R/B**

One (1)

**LIGHT, LICENSE PLATE LED**

Y X N\_\_

30-26-7002

One (1) Whelen OACOEDCR LED license plate light with 45 deg angled chrome-plated bezel shall be installed on the rear of the module, lower left side.

One (1)

**LIGHTS, ICC / LED CLEARANCE - ON MODULE SIDE - TECNIQ**

Y X N\_\_

30-27-1102

The vehicle shall have two (2) Tecniq (S330) red mini LED marker lights : one (1) red on each side at the rear of the vehicle which will also flash with turn signal.

One (1)

**LIGHTS, INTERSECTION FRONT - WHELEN 700 SUPER LED - RED W/CLR LENS**

Y X N\_\_

30-27-1114

Two (2) Whelen 700 series red super LED warning lights, with clear lens and water-proof connectors shall be mounted, in 15 degree tilt housings on the front chassis fenders, one

(1) on each side. The lights shall operate from a switch on the master control console labeled "Flashers".

NOTE: When vehicle is placed in park, the override switch must be on for intersection light(s) to remain on.

One (1)  
30-27-2008 10 **LIGHTS, SIDE MODULE SCENE - WHELEN 900 24 DIODE LED - CLEAR** Y X N\_\_

One (1)  
30-27-3032 **LIGHTS, SIDE MODULE WARNING - WHELEN 900 SUPER LED- SPLIT RED/BLUE W/CLR LENS** Y X N\_\_

Four (4) Whelen 900 series split red/blue super LED warning lights with clear lenses and chrome flanges shall be installed, two (2) each module side, outboard of the side module scene lights. These lights shall operate from a switch on the master control console labeled "Flashers".

One (1)  
30-27-4115 **LIGHTS, INTERSECTION REAR - WHELEN 700 SUPER LED - RED W/CLR LENS** Y X N\_\_

Two (2) Whelen 700 series red super LED warning lights with clear lenses, chrome flanges and water-proof connectors, shall be installed above the rear wheel wells, one (1) on each side. These lights shall operate from a switch on the master control console screen labeled "Flashers".

NOTE: When vehicle is placed in park, the override switch must be on for intersection light(s) to remain on.

One (1)  
39-00-0001 **MODULE BODY CONSTRUCTION - SEAMLESS** Y X N\_\_

The module shall be fabricated entirely of parts cut and formed from .125" (minimum) thickness 5052-H32 flat aluminum sheet stock, using CNC machines capable of .0004" repeatability. This is the only alloy that may be used for body parts that are welded together.

The roll-cage type interior super-structure, aluminum partition and module shall all be welded together into a single unit to give optimum strength for patient and attendant protection. The module roof shall be designed with a minimum 1.5" crown to facilitate water run off.

The floor, roof, sides, and all exterior doors shall be fabricated from .125" (minimum) thick flat aluminum sheet stock. The exterior joints between the roof and side components shall be continuous full seam welded the entire length of the module. All exterior body panel joints shall be continuous full seam welded.

No VHB bonding tape or other adhesives shall be used in the construction of the ambulance module.

One (1)  
39-00-0002 **SOLE SOURCE MODULE BODY CONSTRUCTION** Y X N\_\_

It is required that the manufacturer of this vehicle have the ability to manufacture a completed ambulance, with the exception of the chassis, within their own manufacturing facility. The modular body must be built in the manufacturer's facility and shall not be the product of a subcontractor or any company other than the manufacturer.

One (1)  
39-00-0005 **AWS ALUMINUM CERTIFIED WELDERS** Y X N\_\_

AWS Aluminum Certified Welders shall construct the module.

One (1) 39-10-0003	<p>AWS certificates shall be required to be part of the completed bid packet. Bids without AWS certificates shall be considered non-compliant (no Exception).</p> <p><b><u>CONNECTIONS, MODULE</u></b></p> <p>The module shall be bolted to the chassis frame rail with (12) 5/8" -11 grade 8 bolts through OEM rubber insulating spacers installed on outriggers at twelve (12) separate locations (six each frame rail), providing noise insulation and easy removal for chassis replacement. The frame mounting bolts shall be properly torqued and secured with locktite. The system used for fastening the module to the frame shall be that approved by the chassis manufacturer.</p>	Y X N__
One (1) 40-00-0009	<p><b><u>ALUMINUM PARTS - MODULE EXTERIOR</u></b></p> <p>All unpainted exterior aluminum parts shall be bright dip anodized after fabrication to retain the finish and increase corrosion resistance.</p>	Y X N__
One (1) 40-00-0010	<p><b><u>CORROSION MINIMIZATION - MODULE</u></b></p> <p>All module contact with dissimilar metals shall be minimized with the use of nylon screw-hole inserts to prevent fastener contact with the module body, nylon hinge strips, ceramic coated stainless steel hinge bolts, and ECK brand corrosion inhibitor spray.</p>	Y X N__
One (1) 40-00-0019	<p><b><u>DOOR SKINS, OUTSIDE STORAGE COMPARTMENTS - DIAMOND PLATE INTERIOR SKINS</u></b></p> <p>The interior door skins for all outside storage compartments shall be constructed of .063" thick aluminum diamond plate.</p>	Y X N__
One (1) 40-00-0020	<p><b><u>DOOR CONSTRUCTION - GASKET PLACEMENT</u></b></p> <p>All exterior hinged module doors shall be constructed in an inverted pan-formed design. The pan shall be constructed from .125" thick 5052-H32 flat sheet aluminum. The exterior door skin shall be constructed of .190" thick aluminum and welded to the pan.</p>	Y X N__
One (1) 40-00-0030	<p>Door gaskets shall be attached to the interior side of the door skin. Gaskets attached to interior door frames are not satisfactory and shall not be accepted.</p> <p><b><u>EXTERIOR COMPARTMENTS DESIGN</u></b></p> <p>All exterior compartments shall include these features:</p> <ul style="list-style-type: none"> <li>• Sound absorbing slip resistant polyurethane material shall be sprayed on the inside of all compartments and compartment shelving, slide out trays and closeouts.</li> <li>• Baffled seep holes shall be provided to prevent water from splashing or seeping into the exterior compartments.</li> <li>• Full-length, two-way adjustable, stainless steel hinges on all exterior compartment doors with 3/16" stainless steel hinge pins.</li> <li>• Compartment doors shall be installed, flush with the module body.</li> <li>• When double doors are provided, each door shall have an exterior handle, but only the forward door shall be lockable. (rearward door is secured when forward door is locked). All exterior compartments and passage doors shall be keyed alike.</li> </ul>	Y X N__

	<ul style="list-style-type: none"> <li>Lockable, Eberhard "free-floating" type chrome plated handles with rotary locks. A gasket shall be installed under each handle to protect the paint.</li> </ul>	
One (1) 40-00-0050	<ul style="list-style-type: none"> <li>Drip rails shall be installed above all exterior compartment doors.</li> </ul> <p><b><u>EXTERIOR COMPARTMENTS, VENTING</u></b></p> <p>A minimum of nine (9) square inches of venting shall be provided inside the #1, #2, #3, &amp; #4 exterior storage compartments to provide for easier closure of the compartment doors.</p>	Y X N__
One (1) 40-00-0055	<p><b><u>EXTERIOR COMPARTMENTS, VENTING - OXYGEN STORAGE</u></b></p> <p>A minimum of nine (9) square inches of venting shall be provided in the exterior oxygen storage compartment, to dissipate any leaking oxygen gas.</p>	Y X N__
One (1) 40-00-0060	<p><b><u>EXTERIOR COMPARTMENTS - SWEEP-OUT</u></b></p> <p>Exterior module compartments shall be of a sweep-out design to aid in facilitation of the purchaser's routine care and cleaning of the vehicle.</p>	Y X N__
One (1) 40-00-0070	<p>All exterior compartment floors, with the exception of the front ALS compartment shall be constructed to be flush with the bottom door frame.</p> <p><b><u>HANDLES, EBERHARD - CHROME FREE FLOATING TYPE</u></b></p>	Y X N__
One (1) 40-00-0080	<p>Eberhard #EMC-1-2110 chrome "free-floating" handles shall be installed on each exterior module door. The handles shall be large enough to accommodate a gloved hand.</p> <p><b><u>INSULATION - POLYURETHANE SPRAY FOAM</u></b></p>	Y X N__
One (1) 40-00-0082	<p>The walls, ceiling, passage doors, outside storage doors, the entire underside of the module floor (except for mounting pads), the underside of the outside storage compartments, the wheel wells, and the underside of the curbside step area shall be completely foam - in - place insulated with nominal 3/4" thick sprayed on class I, urethane foam for thermal and acoustical insulation. The insulation shall comply with FMVSS #302 flame spread requirements. The underside of the body shall be properly prepared to ensure adhesion before the spray insulation is applied.</p> <p><b><u>SOUND DEADENING PACKAGE</u></b></p>	Y X N__
One (1) 40-00-0091	<p>Audioguard acoustic coating shall be applied to help reduce structure-born vibrations and associated sound transmission. The entire floor, the left wall, the ceiling, and the left and right panels forward of the partition shall be covered at the manufacturers recommended thickness.</p> <p><b><u>THRESHOLD, STAINLESS STEEL - EXTERIOR STORAGE COMPARTMENT</u></b></p>	Y X N__
One (1) 40-10-0066	<p>Each exterior storage compartment with a hinged door shall have a stainless steel lower threshold at the door opening to protect the paint as equipment is installed and removed from the compartment.</p> <p><b><u>DOOR SLIDING - MODULE CURBSIDE PASSAGE</u></b></p>	Y X N__
	<p>The module body shall include a sliding side entry door to access the curbside of the patient compartment. The door shall slide out and towards the rear of the module body. The door design must meet FMVSS 206 for sliding doors and shall have been cycle tested in excess of 100,000 cycles. The door shall not extend out more than 5 1/4" from the module when in the open position and shall be flush in the closed position. The door shall operate on a total of nine (9) casters and three (3) tracks for ease of operation. The</p>	

door shall be held closed with two (2) rotary latches and two (2) locking tabs. The door must have a system to prevent the door from self closing, when unit is parked on an incline. A measured force of ten (10) pounds maximum shall be required to release the door from the open to closed position. A chrome locking handle shall be installed on the exterior of the door. The door shall be lockable from the inside and outside and shall shut on molded air-core, automotive type door seals to prevent any water from leaking into the vehicle interior. A drip rail shall be installed above the door.

**Documentation required:**

The bidder must submit with this bid proposal a listing of not less than 200 ambulances produced with curbside sliding doors in the past four years. The listing is to include a production order number, the purchaser's agency name, and date the ambulance equipped with the curbside sliding door was delivered.

Failure to provide the required documentation shall be considered as non-responsive.

One (1)  
40-10-0072

**LOWERED MODULE SIDES**

Y X N\_\_

Module sides to be as low as possible and still comply with KKK-1822-F ramp break over angle. Lowered sides will allow easier entry into the module as well as increased compartment storage.

One (1)  
40-10-0088

**DOORS - REAR PASSAGE**

Y X N\_\_

There shall be a 47.50" wide x 59" high rear door opening in the patient compartment. The doors shall be flush without a protruding flange or lip. The right rear passage door shall have a lockable, chrome exterior handle. The left rear door shall have a non-locking, chrome exterior handle. All handles shall be installed with a gasket to protect the paint. The hinge shall be full length stainless steel with a 3/16" stainless steel hinge pin and shall be two-way adjustable. Each rear door shall have a two point slam action automotive type rotary latching system to the body.

The right rear door shall lock to the body at the top and bottom, not to the left rear door. The doors shall have .213" steel door latch activator rods with turn buckle adjusters. The doors shall be lockable from the inside and outside.

All doors shall shut on molded, air-core, automotive type door seals to prevent any water from leaking into the vehicle interior. Each door shall have an access port adjacent to the rotary locks.

One (1)  
40-10-0103

**FENDERETTES - POLISHED ALUMINUM**

Y X N\_\_

Polished aluminum fenderettes shall be installed around the rear wheel well openings.

One (1)  
40-10-0112

**FUEL FILL PROTECTOR - STAINLESS STEEL**

Y X N\_\_

An stainless steel fuel fill protector shall be provided and installed.

One (1)  
40-10-0117

**DEF TANK FILL PROTECTOR - STAINLESS STEEL**

Y X N\_\_

An stainless steel DEF tank fill protector shall be provided and installed.

One (1)  
40-10-0120 10

**HOLD-OPEN - REAR DOORS - GRABBERS**

Y X N\_\_

One (1)  
40-10-0151

**SWITCH UNLOCK, WATERPROOF - HIDDEN IN FRONT GRILLE AREA**

Y X N\_\_



One (1) 40-10-0189 20	An exterior waterproof hidden door unlock switch shall also be included and located in the front grille area. <b><u>LOCKS POWER - PASSAGE, COMPARTMENTS, KEY FOBS</u></b>	Y X N__
One (1) 40-10-0204	Power door locks shall be included on module passage doors and five (5) outside storage compartments. The locks shall be activated from the interior of the rear door and the curbside doorway, as well as the OEM chassis cab door switches. A keyless entry system shall be installed. The system shall operate with the OEM key fobs to lock/unlock all chassis and module doors. <b><u>MUD FLAPS, REAR - BLACK RUBBER FIBERGLASS REINFORCED - THREE COLOR</u></b> Black rubber, fiberglass reinforced mud flaps with a minimum 1/4" thickness shall be bolted to the underside of the module behind the rear wheels. The width and length of the flaps shall provide adequate coverage of the rear dual wheels of the chassis. The mud flaps shall be three color with the bidder's logo.	Y X N__
One (1) 40-10-0266	<b><u>REAR STEP/BUMPER -FLIP-UP CENTER SECTION - STAR PUNCHED AND ANODIZED</u></b> The rear bumper shall be affixed to the chassis frame. The bumper shall be constructed with a hinged center section. Two (2) steel braces shall secure the step to the chassis frame. The outer 17" on each end of the bumper shall be constructed from heavy gauge stamped polished stainless steel bumper parts and shall provide smooth rounded corners. The step shall be constructed of star punched .125" thick aluminum diamond plate. Two (2) rear LED step illumination lights shall be provided. All diamond plate surfaces shall be bright dip anodized. Rear step installation shall comply with AMD standard 018. A strip of black PVC shall be installed on the face of the step to protect the patient cots during loading.	Y X N__
One (1) 40-10-0280	<b><u>RUB RAILS, ANODIZED ALUMINUM</u></b> Bright dip anodized polished aluminum rub rails shall be installed on the lower sides of the body below the outside compartment sill areas. The rub rails shall be offset 3/16" from the body to facilitate wash down of road debris.	Y X N__
One (1) 40-10-0321	<b><u>STEPWELL, CURBSIDE DOORWAY - MID STEP AREA</u></b> An aluminum diamond plate step well and mid-level step shall be installed in the curbside doorway threshold area.	Y X N__
One (1) 40-10-0340	<b><u>STONE GUARDS, MODULE FRONT - ANODIZED DIAMOND PLATE (24" H)</u></b> Bright dip anodized aluminum diamond plate stone guards shall be installed on the lower 24" of the module front, one (1) each side. These stone guards shall be 14" wide.	Y X N__
One (1) 40-10-0360	<b><u>KICKPLATE/THRESHOLD, REAR DOORWAY - ANODIZED DIAMOND PLATE</u></b> A bright dip anodized aluminum diamond plate kick plate shall be installed at the rear exterior doorway, providing a kick / scuff plate at the rear of the vehicle above the rear step.	Y X N__
One (1) 40-10-0381	<b><u>TOW HOOKS, MODULE REAR</u></b> Two (2) tow hooks shall be provided in the rear step area and shall be securely fastened to the vehicle frame.	Y X N__
One (1) 40-10-0505	<b><u>WINDOWS, PASSAGE DOOR - (CURB SLIDING, REAR FIXED)</u></b>	Y X N__

One (1) 40-15-0046	<p>The curbside passage door shall have a 16" x 23" openable (<i>sliding</i>) window with removable screen. Each rear passage door shall have a 19" x 18" non-openable window. The distance between the rear window glass shall not exceed 6" to assure maximum vision to the rear. The windows shall have a 69% dark tint and shall be secured with black oxide coated fasteners. No warning lights shall be blocked from view when the curbside or rear doors are open.</p> <p><b><u>TURTLE TILE MATTING (BLACK) - BOTTOM OF OUTSIDE COMPARTMENTS</u></b></p> <p>Black Turtle tile matting with ramps shall be installed in the bottoms of outside storage compartments #1, #2, #3, #4, and #5 to ensure proper ventilation of the compartment and stored equipment.</p>	Y X N__
One (1) 40-SP-0001	<p><b><u>MODULE - SPECIAL OPTION</u></b></p> <p><b>Unit to have 74" of Head room</b></p>	Y X N__
One (1) 40-SP-0002	<p><b><u>MODULE - SPECIAL OPTION</u></b></p> <p><b>Add SCBA storage as per dwg# 4.</b></p>	Y X N__
One (1) 41-01-0209	<p><b><u>OUTSIDE STORAGE #1-O2 CYL. STORAGE WITH ZICO LIFT FOR "H"</u></b></p> <p>#1 (forward street side compartment) shall have an 77.00" high x 18.25" wide clear door opening with 86.75" high x 24.50" wide x 20.75" deep interior dimensions. This compartment shall provide storage for one (1) "H" oxygen cylinder with a Zico oxygen tank lift. The area above the oxygen cylinder shall be the full depth of the compartment. The compartment door shall be held open with a spring loaded gas cylinder. A locking handle shall be installed on the exterior of the door keyed the same as all other exterior compartments. A spring-loaded, hinged acrylic door shall be provided to allow access from inside the patient compartment to the oxygen cylinder valve. A 9-square inch louvered vent shall be provided on the door of the compartment to permit leaking gas to dissipate to the exterior of the vehicle. The oxygen cylinder shall be secured with a minimum of three (3) restraining devices, meeting AMD standard 003, <i>oxygen tank retention system requirements</i>. A cylinder changing wrench shall be provided and secured inside the oxygen cylinder compartment. The oxygen cylinder shall be provided by the purchaser.</p> <p>The Zico hydraulic oxygen tank lift will lift and lower an apparatus-mounted gas cylinder for quick and easy replacement, substantially reducing risk of injury to personnel.</p> <p>System is powered by a single electric actuator with a maximum lifting weight of 205 lb. This actuator meets the UL-1500 standard for ignition protection, requires a 12 VDC with 30 amp circuit, and is operated via an included hand-held switch (located on same side as motor). The actuator is backdriving, preventing an extended system from holding the full weight of the apparatus if air suspension is lowered.</p> <p>A locking safety latch secures the system when not in use.</p> <p>System comes equipped with the motor on the right-hand side, a universal cylinder bracket, two standard straps, one center ratcheting strap, and hand-held switch.</p>	Y X N__
One (1) 42-01-0202 10	<p><b><u>OUTSIDE STORAGE #2 - STREETSIDE CENTER</u></b></p> <p>#2 (street side center compartment) shall have a 44.25" high x 39.50" wide clear door opening with double doors and shall have 47.75" high x 45.50" wide x 20.75" deep interior dimensions. One (1) fusee holder shall be installed on the inner door skin of the</p>	Y X N__

	forward compartment door. The compartment shall have double doors held open with a spring loaded gas cylinders. An exterior handle shall be installed on each door. A locking handle shall be installed on the forward door.	
One (1) 42-02-0056	<b><u>SHELF TRACK - EXPOSED - OSS #2</u></b>	Y X N__
	Unistrut 1-1/4" x 3/4", 19 gauge "T" grooved track channel shall be installed in outside storage compartment #2. Exposed tracks will be welded in place and coated with Gatorhyde material for a cleaner look and no exposed fasteners.	
One (1) 42-02-0107 10	<b><u>SHELF ONE (1) IN OSS #2</u></b>	Y X N__
	One (1) adjustable shelf with sprayed on polyurethane material shall be provided and installed in outside storage compartment #2.	
One (1) 43-01-0204	<b><u>OUTSIDE STORAGE #3 - STREETSIDE REAR - TALL DOOR</u></b>	Y X N__
	<b>#3</b> (street side rear compartment) shall have a 63.50" high x 28.75" wide clear door opening with 65.25" high x 32.50" wide x 20.75" deep interior dimensions. This compartment shall have inside/outside access. The compartment door shall be held open with a spring loaded gas cylinder. A locking handle shall be installed on the exterior of the door.	
One (1) 43-02-0051	<b><u>SHELF TRACK - EXPOSED - OSS #3</u></b>	Y X N__
	Unistrut 1-1/4" x 3/4", 19 gauge "T" grooved track channel shall be installed in outside storage compartment #2. Exposed tracks shall be welded in place and coated with Gatorhyde for a cleaner look and no exposed fasteners.	
One (1) 43-02-0110	<b><u>SHELVES TWO (2) IN OSS #3</u></b>	Y X N__
	Two (2) adjustable shelves with sprayed on polyurethane material shall be provided and installed in outside storage compartment #3.	
One (1) 44-01-0215 10	<b><u>OUTSIDE STORAGE #4A BOARD/SCOOP, #4B W/INSIDE/OUTSIDE ACCESS</u></b>	Y X N__
	<b>#4</b> (rear curbside compartment) shall have split compartments ( <b>#4A / #4B</b> ), with a 73.00" high x 24.75" wide clear door opening: compartment <b>#4A</b> shall have 82.75" high x 15.00" wide x 20.75" deep interior dimensions. This compartment shall provide storage for backboards and a scoop stretcher.	
	Compartment <b>#4B</b> shall have 82.75" high x 13.50" wide x 20.75" deep interior dimensions. The compartment door shall be held open with a spring loaded gas cylinder. A locking handle shall be installed on the exterior of the door.	
One (1) 44-02-0054	<b><u>SHELF TRACK - EXPOSED - OSS #4</u></b>	Y X N__
	Unistrut 1-1/4" x 3/4", 19 gauge "T" grooved track channel shall be installed in outside storage compartment #4. Exposed tracks will be welded in place and coated with Gatorhyde material for a cleaner look and no exposed fasteners.	
One (1) 44-02-0107	<b><u>SHELVES TWO (2) IN OSS #4</u></b>	Y X N__
	Two (2) adjustable shelves with sprayed on polyurethane material shall be provided and installed in outside storage compartment #4.	
	<b>As per dwg# 4.</b>	
One (1) 45-01-0203	<b><u>OUTSIDE STORAGE #5 - CURBSIDE FORWARD</u></b>	Y X N__
	<b>#5</b> (forward curbside compartment) shall have a 69.50" high x 17.50" wide clear door opening. The compartment shall be split into two (2) compartments. <b>#5A</b> provides	

One (1) 50-00-0202	inside/outside storage and shall have and shall have three (3) adjustable shelves. (Reference the lower front wall cabinet in patient compartment specification for interior dimensions). <b>#5B</b> shall have 19.00" high x 20.25" wide x 18.00" deep interior dimensions. The compartment door shall be held open with a spring loaded gas cylinder. A locking handle shall be installed on the exterior of the door. <b><u>ROUNDED INTERIOR CORNERS</u></b>	Y X N__
One (1) 50-01-0300 10	Interior vertical edges shall have rounded corners in the following locations: forward and aft edges of the CPR seat, the wall at the aft end of the squad bench, the partition opening cabinet edges and the upper front wall cabinet. <b><u>INVENTORY CONTROL SYSTEM</u></b>	Y X N__
One (1) 50-01-0408	<b><u>LATCHES, CABINET, CN10 COMPLIANT AS APPLICABLE</u></b> Cabinet(s) shall be KKK-A-1822F Change Notice 10 compliant and conform to all applicable SAE J3058 requirements.	Y X N__
One (1) 50-10-0099	<b><u>PACKAGE / LEFT WALL CABINETS</u></b>	Y X N__
One (1) 50-10-0108 10	<b><u>PACKAGE LEFT WALL CABINETS (NO ANGLED 1A / 2A) / WITH CPR SEAT</u></b>	Y X N__
One (1) 50-10-0116	<b><u>CABINET - LEFT WALL, UPPER REAR #1 - FIXED FRAME</u></b> The left wall, upper rear interior cabinet (#1) shall have a door opening of 11.50" high x 31.25" wide with interior dimensions of 13.25" high x 33.00" wide x 17.25" deep. The cabinet shall be enclosed by one (1) set of sliding acrylic doors. The cabinet shall contain a center divider with one (1) adjustable shelf, each side.	Y X N__
One (1) 50-10-0229	<b><u>LEFT WALL - ATTENDANT CONTROL PANEL - HINGED PANEL</u></b> The color micro processor screen shall be installed on an angled hinged access panel and secured with two (2) latches. The panel will be located to the immediate right of the attendant's seat. The forward portion of the panel will contain a flat area that may be used for future radio mounting etc.	Y X N__
One (1) 50-10-0233	<b><u>CABINET - LEFT WALL, UPPER OVER PANEL #2 - FIXED FRAME</u></b> The left wall, interior upper cabinet (#2), above the attendant control panel, shall have a door opening of 11.50" high x 45.25" wide with interior dimensions of 13.25" high x 47.00" wide x 17.25" deep. This cabinet shall be enclosed by one (1) set of sliding acrylic doors. The cabinet shall contain a center divider with one (1) adjustable shelf, each side.	Y X N__
One (1) 50-10-0342	<b><u>CABINET - LEFT WALL, LOWER REAR #3 - INSIDE/OUTSIDE</u></b> The left wall, lower rear interior cabinet (#3) shall have a door opening of 26.25" high x 26.50" wide. (reference exterior compartment outside storage compartment #3 in module section for interior dimensions and shelving configurations.) This compartment provides inside/outside access into outside storage compartment #3 and shall have 3/8" thick, hinged acrylic doors. Each door shall have a full length hinge, a full length handle, and a latch.	Y X N__
One (1) 50-10-0422	<b><u>CABINET # 4 - LEFT WALL - REAR ACTION AREA</u></b>	Y X N__

An interior cabinet unit (#4) shall be installed under the second action area on the interior left wall of the module. The door opening shall be 11.75" high x 13.25" wide with interior dimensions of 13.50" high x 15.00" wide x 17.25" deep. The compartment shall be enclosed by one (1) set of sliding acrylic doors and equipped with one (1) adjustable shelf.

**Temperature controled warming plate with Thermosate mounted below the shelf  
As per dwg# 5**

One (1)  
50-10-0602

**PRIMARY ACTION AREA**

Y X N\_\_

The primary action area shall be located beside the attendant seat with work area dimensions of 48.50" wide x 17.00" deep.

One (1)  
50-10-0635

**SECONDARY ACTION AREA 2017 CHFSLI**

Y X N\_\_

The secondary action area shall be located to the rear of the CPR seat with work area dimensions of 21.00" high x 18.00" wide x 17.00" deep.

One (1)  
50-10-0705

**DRAWER - SLIDE-OUT / WRITING TABLE STREETSIDE INTERIOR**

Y X N\_\_

A slide-out drawer with hinged acrylic writing table shall be provided in the street side wall beside the attendant seat. The drawer shall be constructed of .090" thick aluminum.

The table writing surface shall be constructed of 1/4" clear acrylic which measures 14.25" wide x 11.25" deep. The drawer interior dimensions shall be 4.50" high x 14.50" wide x 13.25" deep. The drawer shall be secured with one (1) latch. The writing surface shall be installed on top of the drawer with a hinge.

**delete drawer**

One (1)  
50-20-0145

**CABINET - FRONT WALL, UPPER #1**

Y X N\_\_

The front wall, upper interior cabinet (#1) shall have a door opening of 14.25" high x 25.50" wide with interior dimensions of 16.00" high x 27.25" wide x 20.50" deep. This cabinet shall be enclosed by one (1) set of sliding acrylic doors. The compartment shall contain one (1) adjustable shelf.

**As per dwg# 7**

**With Roll up door and 2 adjustable shelves**

One (1)  
50-20-0289

**CABINET - FRONT WALL, LOWER #2 & #3 - INSIDE/OUTSIDE ACCESS**

Y X N\_\_

Front wall lower cabinets #2 & #3:

The front wall lower cabinet (#2) shall provide inside/outside access and shall have one (1) adjustable shelf on Unistrut adjustable track brackets. One (1) clear light mounted in a removable panel will provide illumination in this compartment. There shall be aluminum beveled ramp edging installed on two edges of each shelf. This compartment shall be enclosed by one (1) pair of hinged aluminum doors with polycarbonate inserts. Each door shall have a full length hinge and center squeeze latches. One (1) 12VDC power point outlet and one (1) 125VAC outlet shall be located in upper right hand corner of cabinet.

The front wall lower cabinet (#3) shall provide inside/outside access and shall have one (1) adjustable shelf on Unistrut adjustable track brackets. One (1) clear light mounted in a removable panel will provide illumination in this compartment. There shall be aluminum beveled ramp edging installed on two edges of each shelf. This compartment shall be enclosed by one (1) pair of hinged aluminum doors with polycarbonate inserts. Each door shall have a full length hinge and center squeeze latches.

One (1) 50-20-0381	<b><u>CABINET - FRONT WALL, LOWER BELOW PDQ (SINGLE VENTED DOOR)</u></b>	Y X N__
	The compartment below the power distribution cabinet (PDQ) shall have a door opening of 9.00 high x 11.75" wide with interior dimensions of 9.00" high x 11.75" wide x 21.50" deep. The compartment shall have a vented, hinged aluminum door secured by a chrome locking lever latch. Door to open towards rear of the ambulance module.	
One (1) 50-20-0507	<b><u>PASS THROUGH - CAB TO MODULE, WINDOW OPENING</u></b>	Y X N__
	A window opening shall be provided in the rear of the cab to accommodate pass-through communications to the patient compartment. A bellows shall be provided to connect the cab to the module.	
One (1) 50-30-0108	<b><u>CABINET - RIGHT WALL, REAR WITH (1) DOOR, INSIDE/OUTSIDE</u></b>	Y X N__
	A storage compartment (#1) shall be provided to the rear of the squad bench and shall be constructed of .125" thick aluminum. The compartment shall face the patient compartment aisle with access to the rear outside storage compartment. The compartment shall be enclosed by a hinged aluminum door and center squeeze latch.	
One (1) 50-31-0018	<b><u>CABINETS - RIGHT WALL, UPPER #2 - #3, NO ANGLED PANEL WITH LIGHTS</u></b>	Y X N__
	Two (2) cabinets shall be installed on the curbside above the squad bench. The cabinets shall be enclosed by one (1) set of top hinged acrylic doors which shall have locking stainless steel flush pull latches. There shall be a minimum of 43" of headroom below the cabinet. ** THIS OPTION WILL NOT ALLOW ANGLED LIGHTS ABOVE SQUAD BENCH; MUST USE DELETE OPTION, ALSO RELOCATES THE IV HANGER FROM ABOVE THE SQUAD BENCH **	
One (1) 50-41-0203	<b><u>HEAT/AIR CONDITIONING, PROAIR 110/12V HEAT/AC</u></b>	Y X N__
	A ProAir IW-3856 580 CFM heater/air conditioner system with 56,000 BTU heating capacity and 38,000 BTU cooling capacity utilizing a 4x4 AC/Heat core and with a 10-speed blower controlled through, the pulse-width-modulated output of the microprocessor based electrical system, shall be provided for high volume air movement with minimal noise. The heater/air conditioner air return shall be filtered to minimize contamination of the heater/air conditioner cores. The cab and module environmental systems shall be simultaneously capable of heating in the front while cooling in the rear and vice-versa. A thermostatically controlled rear system shall be provided for heating and air conditioning the patient compartment.  The temperature, whether heating or cooling, shall be controlled by a thermostat built into the attendant control panel screen, located in the street side cabinet and from the cab master control console screen. Heating and cooling may be selected automatically or manually. The heater/air conditioner system shall function only when the ignition system and the module power switch are on. The rear heater shall have EPDM/Nomex heater hoses. The rear air conditioner shall have barrier air conditioner hoses for R-134A refrigerant. Full module HVAC controls shall be located on both the rear ACP screen and the cab MCC screen.  The module heat and ac system shall be installed in the upper portion of the front wall. Four (4) adjustable heat/ac vents shall be located above the heater/ac.	
One (1) 50-41-0211	<b><u>CONDENSER - HOSELINE TMC 2007, MODULE FRONT MOUNT</u></b>	Y X N__

A Hoseline TMC 2007 condenser shall be installed on the front of the module. Condenser shall be installed with PR 182-5 brackets. Condenser and brackets are to be painted to match the module. Condenser to be located per dwg #1.

**Add lights as per dwg# 1**

One (1)

**SEATING - SQUAD BENCH BASE W/ STORAGE CN8 COMPLIANT VALOR A-VAL BACK**

Y X N\_\_

50-50-0027

A squad bench seat with two (2) individual seating positions and two (2) VALOR A-VAL shelf mount back frames with internal bolsters will be installed on the curb side of the patient compartment. There shall be two (2) seat belts shall consist of four (4) point / four (4) retractors single click internal mount belt system. The squad bench seats shall be KKK-A-1822F Change Notice 8 compliant and conform to all applicable FMVSS and SAE J3026 requirements. Documentation from a certified independent testing facility shall be required stating the seating configuration has passed SAE J3026 requirements and tested in accordance with SAE J2917, Occupant Restraint and Equipment Mounting Integrity – Frontal Impact System-Level Ambulance Patient Compartment and SAE J2956, Occupant Restraint and Equipment Mounting Integrity – Side Impact System-Level Ambulance Patient Compartment. The VALOR A-VAL shelf mount back frames and the bench shall be padded and covered with cushioned, color coordinated, cut and sewn vinyl. A storage area shall be provided in the squad bench base under the lift up cushion. The squad bench base shall be constructed of .090" thick aluminum for maximum storage capacity and minimum weight. The interior of the squad bench shall be sprayed with sound absorbing polyurethane material.

One (1)

**ATTENDANT SEATING**

Y X N\_\_

50-50-0096

One (1)

**ATTN SEAT - USSC VALOR R - BACK INTEGRAL CHILD, SWIVEL SEAT CN8 COMPLIANT**

Y X N\_\_

50-50-0118

A USSC Valor rear facing, R-back attendant seat with an integrated child seat shall be installed at the head of the patient cot. The attendant seat shall be a two (2) position swivel seat mounted on a pedestal base with a heavy duty seat frame for an ABTS (All Belts To Seat) application with four (4) point / four (4) retractors single click internal mount belt system. The seat shall be 20" wide with discontinuous recline and a 6" horizontal" slide for fore and aft adjustment(s). The seat shall be KKK-A-1822F Change Notice 8 compliant and conform to all applicable FMVSS and SAE J3026 requirements. Documentation from a certified independent testing facility shall be required stating the seat has passed SAE J3026 requirements and tested in accordance with SAE J2917, Occupant Restraint and Equipment Mounting Integrity – Frontal Impact System-Level Ambulance Patient Compartment and SAE J2956, Occupant Restraint and Equipment Mounting Integrity – Side Impact System-Level Ambulance Patient Compartment. The seat shall be padded and covered with sewn matching antimicrobial vinyl upholstery.

**CPR SEAT FIXED, VALOR A-VAL BACK, CN8 COMPLIANT**

Y X N\_\_

One (1)

50-50-0318

A CPR seat shall be installed on the street side of the patient compartment aft of the main action area counter. The CPR seat shall be KKK-A-1822F Change Notice 8 compliant with VALOR A-VAL shelf mount back frame and internal bolsters. The seat belt shall consist of a four (4) point / four (4) retractors single click internal mount belt

system. The seat shall conform to all applicable FMVSS and SAE J3026 requirements. Documentation from a certified independent testing facility shall be required stating the seating configuration has passed SAE J3026 requirements and tested in accordance with SAE J2917, Occupant Restraint and Equipment Mounting Integrity – Frontal Impact System-Level Ambulance Patient Compartment and SAE J2956, Occupant Restraint and Equipment Mounting Integrity – Side Impact System-Level Ambulance Patient Compartment. The VALOR A-VAL shelf mount back frame and the seat shall be padded and covered with cushioned, color coordinated, cut and sewn vinyl.

One (1)  
50-50-0470

**PACKAGE SQUAD BENCH**

Y X N\_\_

One (1)  
50-50-0522

**SQUAD BENCH LID - WITH SHARPS AND TRASH ACCESS**

Y X N\_\_

The squad bench lid area shall be 15.75" wide x 77.00" long. The padded cushion shall be 15.50" wide x 62.00" long. The squad bench cushion shall be covered with color coordinated vinyl upholstery material and shall be one-piece, liftable on a full length continuous hinge. The squad bench cushion upholstery shall be sewn with seams only at the vertical corners to minimize entrapment of fluids. An automatic latching fastener shall be installed to secure the squad bench lid in the closed position. Provisions shall be made for the sharps and trash containers to be installed in the squad bench base with access via a hinged clear acrylic door on top of the forward end of the squad bench.

One (1)  
50-50-0541

**HOLD OPENS - SQUAD BENCH LID - GAS CYLINDERS**

Y X N\_\_

Two (2) gas cylinders hold -opens shall be provided and installed to hold the cushioned lid in the open and closed position.

One (1)  
50-51-1001

**CABINET CONSTRUCTION - INTERIOR - ALUMINUM**

Y X N\_\_

All interior cabinets shall be constructed of .090" thick welded aluminum. Wood products shall not be used in the construction of any interior cabinet. All cabinet exteriors, interiors, drawer fronts, drawer interiors, and aluminum doors shall be sealed with a washable sprayed-on multi-use polychromatic coating.

One (1)  
50-51-1011

**RECESSED ADJUSTABLE SHELF TRACK - CABINETS**

Y X N\_\_

Unistrut 13/16" x 13/32", 19 gauge channel shall be installed in the interior cabinets that contain adjustable shelves. The track shall be welded in and recessed to reduce the number of fasteners and provide a cleaner look.

One (1)  
50-51-2001

**CABINET DOORS - BRONZE ACRYLIC**

Y X N\_\_

All sliding cabinet doors shall be nominally 1/4" thick light bronze acrylic material. The sliding cabinet doors shall be installed in aluminum track lined with PPL inserts to eliminate rattles and prevent the doors from opening during transit. An edge mounted aluminum handle shall be installed on each sliding cabinet door.

One (1)  
50-51-3001

**CABINETS/ WALLS - POLYCHROMATIC COATING - MARBLE STONE**

Y X N\_\_

All exposed side walls, the partition wall (on the patient compartment side only), the headliner, along with the cabinet and drawer fronts, aluminum doors, cabinet and drawer interiors shall be covered with a washable #99-7371 Marble Stone sprayed-on multi-use polychromatic coating, to create a laminate-free interior.



One (1) 50-51-4011	<b><u>COUNTER TOP - SOLID ACRYLIC - RAVEN BOULDER (BLACK)</u></b>	Y X N__
	A Meganite solid acrylic counter top, Raven Boulder (black) #810, with a 1/2" lip shall be installed to prevent equipment from sliding off. The solid acrylic counter top shall be provided on both the primary and secondary action area counters, fore and aft of the CPR seat.	
One (1) 50-51-5001	<b><u>UPHOLSTERY - SPRADLING "ARCTIC" CHARCOAL #9017</u></b>	Y X N__
	All cushions, head pads and seats shall be covered with Spradling International "Arctic" Charcoal #9017 expanded vinyl upholstery material. The arctic vinyl and all foam cushion material shall comply with FMVSS #302 flame spread requirements.	
One (1) 50-51-6003	<b><u>LONPLATE II, NON-SLIP EMBOSSED SM. GRID - GUNMETAL #424</u></b>	Y X N__
	The floor in the patient compartment shall be covered with Lonseal brand "Lonplate II" non-slip; small grid (embossed) Gunmetal #424, resilient sheet vinyl flooring material, which shall be coved 3-inches up the wall on the street side, and to the top of the squad bench base on the curbside. The flooring material shall be stripped and waxed before delivery.	
One (1) 50-57-9999	<b><u>COT MOUNT FASTENERS</u></b>	Y X N__
One (1) 50-58-0001	<b><u>COT MOUNT / FASTENER FEATURES</u></b>	Y X N__
One (1) 50-60-0003 10	<b><u>OPTIONAL PATIENT COMPARTMENT ITEMS</u></b>	Y X N__
One (1) 50-60-0018	<b><u>ASPIRATOR / SUCTION - SSCOR - WITH ELECTRIC PUMP - RECESSED</u></b>	Y X N__
	An SSCOR suction system shall be recessed into the street side lower interior wall near the attendant's seat. The system shall be activated by a switch on the attendant control panel. The 12 VDC electric vacuum pump shall be mounted in the standard outside storage compartment. The SSCOR vacuum pump exhaust shall be vented to the exterior of the vehicle.	
One (1) 50-60-0035	<b><u>ASSIST HANDLES, (2) 'V' ANTI-MICROBIAL (STAINLESS STEEL), (4) BLACK URETHANE</u></b>	Y X N__
	A total of six (6) assist handles shall be provided: two (2) 1-1/4" diameter STAINLESS STEEL Anti-microbial 'V' handles, one (1) on each rear passage door; and four (4) 10-7/8" black vulcanized rubber with steel core assist handles, two (2) handles at the rear doorway, one (1) at the curbside doorway, and one (1) on the curbside sliding door.	
One (1) 50-60-0097	<b><u>CLOCK - TRIN TEC, 8" 12/24 HR, QUARTZ BATTERY - REAR HEADPAD</u></b>	Y X N__
	A Trin Tec 8" diameter, 12/24 hour battery operated quartz clock shall be installed in the headpad above the rear module passage doors.	
One (1) 50-60-0144	<b><u>COT SAFETY HOOK - STRYKER - J HOOK</u></b>	Y X N__
	A Stryker (6092-036-018) cot rear capture / safety "J" hook shall be provided and installed. Exact location and model to be determined at the pre-construction meeting.	
One (1) 50-60-0153 20	<b><u>Center Mount COT FASTENER - STRYKER SINGLE - CENTER POSITION</u></b>	Y X N__

One (1) 50-60-0220	<p>A Stryker crash stable, single-position (center mount) cot fastener shall be installed on the module floor to accommodate a Stryker series cot. 3/8" thick aluminum tapping plates shall be installed below the aluminum floor to secure the cot floor mounting plates.</p> <p><b><u>EMBLEMS / SIGNS - REAR PATIENT COMPARTMENT</u></b></p>	Y X N__
One (1) 50-60-0256	<p>Two (2) "No Smoking / Oxygen Equipped / Fasten Seat Belts" signs shall be provided. One (1) sign shall be installed in the cab and one (1) above the oxygen outlets in the patient compartment street side cabinet.</p> <p><b><u>EXHAUST VENTILATOR, 3-SPEED - MULTIPLEX ELECTRIC SYSTEM</u></b></p> <p>A three-speed, 300 CFM (minimum) exhaust fan meeting KKK-A-1822F requirements shall be provided and located in the street side cabinet in the patient compartment. The exhaust fan shall be pulse width modulated from a switch on the attendant control panel vista screen. The exhaust system shall have a louvered grille inside and a chrome vent outside. The exhaust system shall vent through the side of the vehicle, not through the roof.</p>	Y X N__
One (1) 50-60-0300	<p><b><u>FLOOR CONSTRUCTION- PATIENT COMPARTMENT, NON-WOOD COMPOSITE</u></b></p> <p>The sub-floor in the patient compartment shall be constructed of .125" thick aluminum over .125" and .190" thick reinforcing hat sections and mounting laterals. The aluminum sub-floor shall be covered with a single piece of 3/4" <b><u>non-wood composite material</u></b>. All corner molding, edging and trim shall be anodized aluminum or stainless steel and shall be sealed to prevent fluids from seeping under the cabinets.</p>	Y X N__
One (1) 50-60-0301	<p>Wood floors are not satisfactory and shall not be accepted by the purchaser.</p> <p><b><u>FLOORING - COVE</u></b></p> <p>The patient compartment floor radius shall be coved with pre-formed floor coving material. The coving shall be installed behind the vinyl floor covering, along both the street side and curbside walls.</p>	Y X N__
One (1) 50-60-0322	<p><b><u>GLOVE DISPENSER - (3) BOX - ABOVE ENTRY DOOR - CURBSIDE (ABS)</u></b></p> <p>A three (3) - box glove dispenser unit, with a clear plexi hinged access panel with three (3) cut-outs, shall be recessed above the curbside entry door. The dispenser shall be 8.25" high x 33.50" wide with interior dimensions of 5.38" high x 30.25" wide x 3.25" deep.</p>	Y X N__
One (1) 50-60-0352 10	<p><b><u>GRAB RAILS, 1-1/4" DIAMETER, ANTI-MICROBIAL(YELLOW) 96" AND 64"</u></b></p> <p>Two (2) 1-1/4" diameter stainless steel, yellow Anti-microbial grab rails shall be installed on the ceiling of the patient compartment. One (1) 64" rail shall be installed over the squad bench area and one (1) 96" rail shall be installed over the patient cot area for attendant/patient balance control. The 96" grab rail will be attached to the ceiling with three (3) mounting brackets that secure it to the super structure of the module. Installation of each grab rail shall comply with AMD-008 requirements.</p>	Y X N__
One (1) 50-60-0391	<p><b><u>HEADLINER - REAR PATIENT COMPARTMENT</u></b></p> <p>The headliner in the patient compartment shall be one-piece, seamless, .090 thick aluminum finished with sprayed-on multi-use polychromatic coating.</p>	Y X N__
One (1) 50-60-0431	<p><b><u>I V HANGERS - CEILING RECESSED - CAST PRODUCTS #IV2008-1 (2)</u></b></p>	Y X N__

Two (2) Cast Products #IV2008-1 recessed, dual, ceiling I.V. hangers shall be provided. One (1) installed near the street side above the cot area, and one (1) near the curbside above the squad bench area.

One (1)  
50-60-0613 10 **OXYGEN OUTLETS (2) WALL/(1)CEILING - OHIO MEDICAL TYPE** Y X N\_\_

One (1)  
50-60-0629 **FLOW METER, OXYGEN - THORPE STYLE** Y X N\_\_

One (1) Thorpe style oxygen flow meter (15LPM) shall be shipped loose with the completed vehicle.

One (1)  
50-60-0640 **OXYGEN SYSTEM, ELECTRIC - MULTIPLEX ELECTRIC SYSTEM** Y X N\_\_

A 12 VDC controlled electric O2 system operated through the v-mux multiplex electrical system shall be provided and installed.

The oxygen system shall be completely installed and include a pre-set oxygen regulator with a cylinder pressure gauge and a 200 PSI safety valve with all necessary piping and connections. The oxygen system shall be completely low pressure, and the regulator shall be fastened directly to the cylinder. The regulator shall be set to operate at approximately 50 PSI. The oxygen cylinder shall be installed so the system may be easily turned on and off at the main cylinder valve from the patient compartment. The oxygen cylinder shall be provided by the purchaser.

The oxygen system monitor shall be readily available to the attendant while seated at the head of the cot as part of the microprocessor based electrical system. Flexible conductive oxygen hose with a minimum 900 lbs. burst rating shall be installed between the regulator and the oxygen receptacles. The system shall be tested and tagged in conformance with NFPA-56-F and KKK-A-1822F.

The electric oxygen system shall be provided with an on/off switch on the attendant control panel screen. The emergency manual bypass valve shall be located near the oxygen storage compartment in the patient compartment.

One (1)  
50-60-0660 **PADDED EDGING PROTECTION** Y X N\_\_

Padded corner edging shall be installed where necessary on exposed corners and edges in the patient compartment for patient and attendant protection.

One (1)  
50-60-0661 **PADS, HEAD AND BACK** Y X N\_\_

Vinyl upholstered, foam cushioned head/back pads shall be installed as follows: the lower edge of the upper front wall cabinet (above the partition doorway or window), above the rear doors, above the side door, on the street side wall behind and each side of the CPR seat, and on the curbside wall behind the squad bench. The pads shall be covered with a flame retardant color coordinated vinyl upholstery material.

One (1)  
50-60-0709 **SHARPS AND TRASH CONTAINERS - ACCESS THRU SQUAD BENCH LID** Y X N\_\_

A 6.9 qt. #BD5489 sharps container, and a 8 qt. trash container shall be installed in the forward end of the squad bench base. The containers shall be access through the squad bench lid, and covered with a 3/8" thick clear acrylic hinged lid with a biohazard warning label.

One (1)  
50-60-0718 **SQUAD BENCH FACE - VINYL FLOORING MATERIAL** Y X N\_\_

One (1) 50-60-0730	<p>The face of the squad bench shall be covered with vinyl flooring material.</p> <p><b><u>DOOR PANELS - MODULE PASSAGE DOORS - FULL LENGTH ALUMINUM - W/ACCESS PANELS</u></b></p> <p>The inner door panels shall be manufactured from aluminum, and covered with a washable sprayed-on multi-use polychromatic coating. The panels shall run the full length of the door and will contain a removable latch access panel.</p>	Y X N__
One (1) 50-60-0761	<p><b><u>STAINLESS STEEL WALL PROTECTION - INTERIOR STREETSIDE</u></b></p> <p>A brushed stainless steel panel shall be provided on the street side wall from the bottom of the CPR seat cushion down to the flooring material to protect this area when the cot is taken in or out of the vehicle.</p>	Y X N__
One (1) 50-60-0820	<p><b><u>TURTLE TILE - SKID-RESISTANT MAT, CURBSIDE STEPWELL</u></b></p> <p>Skid resistant charcoal gray turtle tile matting shall be installed in the curbside step well.</p>	Y X N__
One (1) 50-SP-0001	<p><b><u>PATIENT COMPARTMENT - SPECIAL OPTION</u></b></p> <p>As per dwg# 7</p>	Y X N__
One (1) 60-00-0000	<p>Front wall OTE 19551 Drug cabinet with single code access lock, Recessed Medvault, and vent for OTE cabinet</p> <p><b><u>PAINT / GRAPHICS</u></b></p>	Y X N__
One (1) 60-01-0001	<p><b><u>PAINT PROCEDURE</u></b></p> <p>All non-anodized aluminum module body surfaces shall be completely chemically steam cleaned, filled with premium body filler as needed, sanded smooth and primed with F-3993 epoxy primer and then primed again with F-4930 high solid primer. The cured primer surfacer shall be DA sanded with 320 grit and cleaned with DX-330. F-4930 high solid primer shall then be applied, where needed, as a sealer.</p>	Y X N__
One (1) 60-01-0002	<p><b><u>PAINT MODULE - OEM WHITE</u></b></p> <p>The module shall be painted with a low voc Axalta polyurethane paint, to match the OEM chassis color, at a dry thickness of no less than 2 to 2.5 mils.</p>	Y X N__
One (1) 60-01-0003	<p><b><u>CLEAR COATING - MODULE PAINT</u></b></p> <p>The entire module shall be clear-coated, using an Axalta Process, sprayed over the final paint coat.</p>	Y X N__
One (1) 60-01-0004	<p><b><u>BUFFING, PAINT - MODULE</u></b></p> <p>The paint on the module sides shall be buffed to a high shine using a recommended paint buff system.</p>	Y X N__
One (1) 60-01-0005	<p><b><u>STANDARDS AND SPECIFICATIONS FOR VEHICLE PAINT APPEARANCE</u></b></p>	Y X N__

## Standards and Specifications for Vehicle Paint Appearance

1. **PURPOSE:** To provide cosmetic standards that represent a common language and set of shared expectations of the appearance quality the Bidder's vehicle. This and associated documents define the appearance acceptability and non-acceptability criteria for the Bidder's Ambulance. These standards represent a realistic balance between our Customer expectations and the derived output from our current manufacturing process. Any output required beyond these objectively based requirements requires extraordinary means and comes with associated costs and timing.
2. **SCOPE:** These standards apply to all of the Bidder's vehicles being produced beginning in calendar year 2016.
3. **DEFINITIONS:**
  - 3.1 Class A Surfaces are defined as:
    - A. Highly Visible or reflective surfaces that cause the viewer's eye to focus on that area of the vehicle.
    - B. The exterior of the vehicle from 36 inches off of the ground to 96 inches off of the ground.
    - C. Areas that passengers of the vehicle would view in a normal viewing direction of (+/- 45 degrees) and a distance of (24 Inches – 36 inches).
  - 3.2 Class B Surfaces are defined as;
    - A. Less visible area that is viewed as a general area. This would include areas beyond the normal viewing direction as specified in Class A surfaces including those higher than 96 inches off of the ground or lower than 36 inches off of the ground.
    - B. Another description would include areas seen peripherally.
    - C. Any area that must be viewed at an unusual angle.
  - 3.3 Class C Surfaces are defined as;
    - A. Any area that must be viewed by close inspection.
    - B. This would include the roof area of a cab.

- C. Any area that would be visible less than 1% of the time such as door jams or the back of doors including those on the module

3.4 Class D Surfaces are defined as;

- A. Areas that the consumer will be unable to evaluate without removal of other component parts.
- B. Any area that must be viewed at an abnormal or unusual angle.
- C. Any area that can only be seen when lying on the ground, from under the vehicle, or require a ladder to see, such as the roof.

**4. PROCEDURE:**

4.1 General Inspection Requirements:

- A. Cosmetic inspection by the Bidder or its suppliers shall use the TIME and DISTANCE method of inspection as described in different sections of this document.
- B. The Cosmetic standards defined in this document shall be used for training personnel, checking surface quality produced by any process and used in making "Accept/Reject" decisions.

4.2 Viewing Conditions:

- A. All visual inspection will be made under normal artificial lighting, unaided and viewed in a manner that duplicates the typical end use of the vehicle. During cosmetic inspection, only visual qualities (appearance) of the part surface shall be considered. Surfaces shall be viewed without the aid of magnification, at an angle approx. 45° to normal of the surface to be inspected.

4.3 The following are Inspection criteria:

- A. Inspection shall be conducted using the unaided eye.
- B. Viewing distance shall be 18" or 24" as specified by surface class.
- C. Viewing angle shall be at a minimum of 45° to the surface.
- D. Light source shall be fluorescent light; the light source shall provide optimal viewing and minimized glare and shadowing of the vehicle.

E. Where subjectiveness intervenes in the assessment, form/fit/function shall take precedent.

4.4 The following table shall be used to determine viewing distance and duration:

Codes:	Class A	Class B	Class C	Class D
Viewing Distance:	18 inches	18 inches	24 inches	24 inches
Viewing Time:	10 seconds	5 seconds	3 seconds	3 seconds
Viewing Area:	50 Inches SQD	50 Inches SQD	50 Inches SQD	50 Inches SQD

4.5 Conditions and Acceptance Criteria

A. The total number of defects per surface shall not exceed the acceptable limit.

4.6 Specific boundary samples are logged in the Bidder's Database and reviewed annually at a minimum for applicability.

4.7 These standards do not apply to an OEM chassis in which case, OEM acceptance standards apply unless it has been quoted to meet the Bidder's Appearance Standards.

4.8 Any OEM chassis painted by the Bidder will conform to the original OEM acceptance standards unless it has been quoted to meet the Bidder's Appearance Standards.

**Specification Limits For Vehicle Appearance (Exterior)**

ITEM	"A" Surface	"B" Surface	"C" Surface	"D" Surface
Bare Substrate	<b>NOT ALLOWED</b>	<b>NOT ALLOWED</b>	<b>NOT ALLOWED</b>	<b>NOT ALLOWED</b>
Pin Hole /Solvent Pop	.5 mm max. size/1 per 50 inches Squared /must be a minimum of 50 inches apart - MUST NOT BE DEEPER THAN THE CLEAR COAT	1.0 mm max. size/1 per 50 inches Squared /must be a minimum of 50 inches apart - MUST NOT BE DEEPER THAN THE CLEAR COAT	1.5 mm max. size/2 per 50 inches Squared /must be a minimum of 25 inches apart - MUST NOT BE DEEPER THAN THE CLEAR COAT	2.0 mm max. size/3 per 25 inches Squared / must be 12 inches apart - MUST NOT BE DEEPER THAN THE CLEAR COAT

					COAT
Chips/Damage	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
Cracking	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
Fish Eyes	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	Must match Boundry Sample
Dings	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED
Dirt - Must "feel" flat	.5 mm max. size/1 per 50 inches Squared /must be a minimum of 50 inches apart	1.0 mm max. size/1 per 50 inches Squared /must be a minimum of 50 inches apart	1.5 mm max. size/1 per 50 inches Squared /must be a minimum of 25 inches apart	2.0 mm max. size/ 3 per 25 inches Squared / must be 12 inches apart	
Dry Spray	NONE ALLOWED	NONE ALLOWED	NONE ALLOWED	NONE ALLOWED	Must match Boundry Sample
Mottling - Color Specific	Must match Boundry Sample	Must match Boundry Sample	Must match Boundry Sample	Must match Boundry Sample	Must match Boundry Sample
Off Color to Cab or other Module elements	Visually acceptable to the Master Plaque or the Delta E is not greater than 1.5	Visually acceptable to the Master Plaque or the Delta E is not greater than 1.5	Visually acceptable to the Master Plaque or the Delta E is not greater than 1.5	Visually acceptable to the Master Plaque or the Delta E is not greater than 1.5	Visually acceptable to the Master Plaque or the Delta E is not greater than 1.5
Orange Peel	Equivalent to # 10 panel MIN.	Equivalent to # 10 panel MIN.	Equivalent to # 10 panel MIN.	Equivalent to # 10 panel MIN.	Equivalent to # 7 panel MIN.
Over spray	NONE ALLOWED	NONE ALLOWED	NONE ALLOWED	NONE ALLOWED	Must match Boundry Sample
Paint Drops/Drips	NONE ALLOWED	NONE ALLOWED	NONE ALLOWED	NONE ALLOWED	NONE ALLOWED



ps						
Pits/ Porosity	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED
Crooked Mask Lines	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED
Burn Through	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED
Sags/ Runs	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED
Scratches	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED
Polishing Swirls (Scratches)	Minimal amount of micro scratches from polishing are acceptable, must not be felt or able to be seen from 24 inches	Minimal amount of micro scratches from polishing are acceptable, must not be felt or able to be seen from 24 inches	Minimal amount of micro scratches from polishing are acceptable, must not be felt or able to be seen from 24 inches	Minimal amount of micro scratches from polishing are acceptable, must not be felt or able to be seen from 24 inches	Minimal amount of micro scratches from polishing are acceptable, must not be felt or able to be seen from 24 inches	Minimal amount of micro scratches from polishing are acceptable, must not be felt or able to be seen from 24 inches
Shrink ing	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED
Thin Paint	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED
Water Spots/ Rinse Blisters	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED
Wet Mark	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED
Wrinkling	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED	NONE ALLOW ED	NONE ALLO WED

Specification Limits For Vehicle Appearance (Interior)

ITEM	"A" Surface	"B" Surface	"C" Surface	"D" Surface
Bare	NOT	NOT	NOT	NOT

Substrate	ALLOWED	ALLOWED	ALLOWED	ALLOWED
Pin Hole /Solvent Pop	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	N/A
Chips/Damage	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	N/A
Cracking	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	N/A
Dirt - Must "feel" flat	NOT ALLOWED	NOT ALLOWED	1mm in diameter or 1.5mm surface area (L x W) at a minimum of 400 mm apart.	N/A
Dry Spray	NOT ALLOWED	NOT ALLOWED	ALLOWED	N/A
Off Color to other Module elements	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	N/A
Over spray	NOT ALLOWED	NOT ALLOWED	ALLOWED	N/A
Paint Drops/Drips	NOT ALLOWED	NOT ALLOWED	1mm in diameter	N/A
Pits/Porosity	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	N/A
Crooked Mask Lines	NOT ALLOWED	NOT ALLOWED	NOT ALLOWED	N/A
Sags /Runs	NOT ALLOWED	NOT ALLOWED	SAG - 2mm Wide by 2mm Long by .5mm High MAX / RUN - 3mm WIDE	N/A

				by 2mm Long by .5mm High MAX	
	Scratches	NOT ALLOW ED	NOT ALLO WED	NOT ALLOW ED	N/A
	Shrink ing	NOT ALLOW ED	NOT ALLO WED	NOT ALLOW ED	N/A
	Thin Paint	NOT ALLOW ED	NOT ALLO WED	NOT ALLOW ED	N/A
	Wrinkling	NOT ALLOW ED	NOT ALLO WED	NOT ALLOW ED	N/A

One (1)  
60-25-0101

**BLACK REFLECTIVE MATERIAL IN RUB RAILS**

Y X N\_\_

Rub rails shall incorporate a 5/8" wide black reflective scotchlite safety accent stripe.

One (1)  
60-30-0200

**DOOR REFLECTIVITY**

Y X N\_\_

Reflective material (25" x 2.5" red/silver chevron style) meeting FMVSS 108 requirements shall be installed on the lower interior stainless steel panel of each rear door and hinged side door.

If a sliding side door is provided, it shall have a 1.50" x 40.00" white reflective stripe installed on the rear facing edge.

One (1)  
60-SP-0001

**PAINT - SPECIAL OPTION**

Y X N\_\_

One (1)  
60-SP-0002

**GRAPHICS - SPECIAL OPTION**

Y X N\_\_

One (1)  
60-SP-0003

**GRAPHICS - SPECIAL OPTION**

Y X N\_\_

One (1)  
80-10-0101

**KKK-A-1822F COMPLIANCE**

Y X N\_\_

A KKK-A-1822F compliance sticker, electrical load analysis sticker, and payload sticker shall be installed in the oxygen compartment. Any deviations from KKK-A-1822F shall be listed in the vehicle delivery packet with a notation on the-compliance sticker.

One (1)  
80-20-0001

**VEHICLE MANUALS (1) PACKAGE SET**

Y X N\_\_

One (1) Delivery Manual Package shall be supplied with the vehicle, and shall include the following items:

- Ambulance manufacturer parts, service and operation manuals
- OEM chassis owner's guide
- Complete 12 VDC and 125 VAC wiring schematics for all included standard and optional systems
- Multiplex Electrical system programming - electronic media

One (1)  
90-10-0005

**WARRANTIES**

Y X N\_\_

MANUFACTURER WARRANTIES: The ambulance manufacturer shall provide Warranty coverage as follows:

- A. Structural Module Warranty - Limited Life Time
- B. Ambulance Conversion Warranty - 3 Years/36,000 Miles
- C. Electrical Warranty (Multiplex-based systems) - 7 Years/ 84,000 Miles, pro-rated
- D. Paint Warranty - The pro-rated paint warranty covers the areas of the ambulance body finished with paint products specified by the Manufacturer for a period of seven years from the date of manufacture, or up to 84,000 miles, whichever occurs first. The first four years, or up to 48,000 miles, are covered at 100% parts and labor. The fifth year or up to 60,000 miles, is covered at 75% parts and labor. The sixth and seventh years or up to 84,000 miles, are covered at 50% parts and labor. Paint repairs must be pre-approved by the Manufacturer and performed by the Manufacturer or an Authorized Braun Dealer / Service Center

NOTE: Copies of these Warranties shall be provided to the purchaser in the bid response.

One (1) == Chief XL 2018 Type I MOD 169" - 18.200 06/29/17 ==

Y X N\_\_

One (1)  
00-01-0001 GENERAL CONDITIONS

Y X N\_\_

**PURCHASER:** The "Purchaser" who is hereinafter described as an individual, or a group of individuals who represent the interest of a City, Borough, County, Parish, State, or Private enterprise AND has been charged with the responsibility of purchasing one or more emergency medical ambulance(s).

**BIDDER:** The "Bidder" is hereinafter defined as the ambulance manufacturer and/or its authorized Representative/Dealer.

### **BIDDER'S INSTRUCTIONS**

Bidders shall thoroughly examine all drawings, specifications, schedules, instructions and any other documents supplied as part of this invitation to bid and shall make all investigations necessary to thoroughly inform themselves regarding the content of the written specifications, drawings, and instructions supplied herein. No plea of ignorance by the bidder pertaining to the content of the specifications, drawings, schedule, or instructions will be considered by the purchaser on the deadline, if bid submission has occurred. Failure or omission on the part of the bidder to make the necessary examinations and investigations into the content of the specifications AND make all clarifications or explanations of exceptions and conditions that exist or that may exist hereafter shall NOT be accepted as a basis for making variations to the requirements of the purchaser or compensation to the bidder.

**CLARIFICATIONS:** Clarifications shall be written correspondence between the bidder and the purchaser. A clarification shall include the page number, paragraph number, the text with unclear content (as written in the specification) and the definition of the clarification provided.

The Purchaser's clarifications shall be documented in writing and distributed to all qualified bidders at least two business days prior to the deadline for bid submission.

**EXPLANATION OF EXCEPTIONS:** Bidders may take exceptions to any part of the bid contained herein with a written itemized schedule. The schedule shall include the page number, paragraph number(s), the text that the bidder feels he cannot comply with and an explanation why the bidder feels that the requirement is not in the best interest of the purchaser AND/OR an alternate bidder solution. Alternate bidder solutions may be considered by the purchaser, if the bidder can show the purchaser that the alternate solution is, in quality and quantity, equal to OR better than the specified item. Explanations of exceptions taken must be documented and submitted with the bid proposal on or before the bid submission deadline.

## **PURCHASER'S INTENT**

The intent of the specifications supplied herein is to purchase an ambulance with the highest level of quality and engineering excellence. The intent of this vehicle is centered on the patient's need for pre-hospital care, in conjunction with a safe working environment for the Emergency Medical Personnel.

## **NO ALTERNATE BIDS TAKING TOTAL EXCEPTION**

**BID PACKAGES SHALL NOT TAKE TOTAL EXCEPTIONS:** Bidders are required under this bid invitation to give, for the consideration of the purchaser, a proposal that will comply with the written specifications, drawings, and schedules supplied herein. The specifications supplied represent a compilation of input from all disciplines of users, patients, maintenance and management personnel who are directly affected by the vehicle performance. All the personnel who have direct working contact with the vehicle specified herein base careful consideration pertaining to safety, configuration, construction, and workmanship on working experiences. The intent of this ambulance was created as a result of resolving issues and improvement suggestions that have originated from the personnel most QUALIFIED to make such input.

The purchaser makes no claim that potential issues or improvements are included in the specifications supplied herein. The purchaser will consider any valid concern by any bidder and will consider only minor specification exceptions or alternates of equal or better performance, provided that the exceptions are steered toward meeting the intent AND the exceptions are submitted with the final bid proposal on or before the bid deadline.

**CAUTION:** A bidder who submits a bid that takes "Total Exception" and makes an offering of some "Standard" or "Stock" unit will be viewed by the purchaser as a bidder who did not make, and is not prepared to make, a valid bid, and is not qualified to manufacture the ambulance as specified herein. Alternate bids shall NOT be considered.

## **INTER-AGENCY AGREEMENTS (PIGGY-BACK)**

It is the intent of this bid document to make available to other government entities, by mutual agreement with the successful Bidder, the right to purchase the same or like equipment and or products, at the prices quoted for the period of the contract. Each Bidder shall indicate in the bid proposal, if the Bidder will honor other political subdivision's orders, in accordance with contract terms and conditions. This procedure is sometimes identified as a "Piggy-Back" Bid.

## **VENDOR QUALIFICATIONS**

Regardless of chassis purchased, all bidders shall be members in good standing of the Ford Motor Company Qualified Vehicle Modifier Program (Q.V.M.). Certification verification shall be provided with the bid response. If for any reason the Q.V.M. Certification was withdrawn or suspended by Ford Motor Company within the past five years, the bidder shall supply a full written explanation of the Q.V.M. withdrawal or suspension and any corrective actions taken to regain Q.V.M. Certification.

#### **PRODUCT LIABILITY INSURANCE**

A Certificate of current liability insurance, with a Ten Million Dollar minimum shall be supplied with the bid submission. The certificate of insurance shall bear the insurance carrier's name, address, and phone number. The Certificate shall also bear the name and address of the insured. This document shall contain the coverage schedule, explaining the type of insurance, the policy number, the effective date of coverage, the policy expiration date, and the individual limits of liability.

#### **DRUG FREE WORKPLACE**

The bidder shall conduct business as a Drug Free Workplace. The bidder/manufacturer shall provide notice to their employees as required under the Drug Free Workplace Act of 1988. A copy of the bidder's Drug Free Workplace policy shall be furnished to the purchaser upon request.

#### **WOMAN - OWNED BUSINESS**

The manufacturer shall be certified by the Women's Business Enterprise National Council (WBENC) a woman – owned business.

#### **CHASSIS POOL**

The bidder shall be a member of the Ford Motor Company's and/or the General Motor Company's Chassis Bailment Pool, regardless of the chassis specified within this specification. The bidder shall provide a current Ford Motor Company and/or General Motor Company's Pool account number to the purchaser upon request.

#### **AMBULANCE SPECIFICATION**

All ambulance modules in this specification must be built in the United States of America.

#### **PRODUCT TESTING**

**AMBULANCE MANUFACTURER'S DIVISION:** The Bidder shall be a member in good standing with the National Truck Equipment Association (N.T.E.A.) and the Ambulance Manufacturer's Division (A.M.D.) of N.T.E.A. The bidder shall supply a letter with the bid response to verify current membership in both the N.T.E.A. and the A.M.D.

#### **AMD STANDARD 001: STATIC LOAD TEST**

**A.M.D. 001 - MANUFACTURERS' BODY STRUCTURE TESTING:** The ambulance described herein shall be tested to the National Truck Equipment Association's Ambulance Manufacturer's Division, AMD Standard 001 - Static Load Test, except the test weight shall be at least 32,000 pounds. The test results shall be certified by an independent engineering firm not directly associated with the Ambulance Manufacturer. These certified test results shall be supplied to the purchaser upon request.

#### **ROLLOVER CRASH TEST**

The manufacturer shall perform a dynamic rollover crash test with video documentation to be provided to the Purchaser upon request. Crash tests shall be performed within a controlled and repeatable environment. All testing shall be performed by an ISO/IEC 17025 accredited laboratory by an accreditation body that is recognized by the National Cooperation for Laboratory Accreditation (NACLA) or is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement (MRA). Refer to the following publications for specifications:

SAE J211-1 Instrumentation for Impact Test – Part 1: Electronic Instrumentation  
SAE J211-2 Instrumentation for Impact Test – Part 2: Photographic Instrumentation  
SAE J21733 Sign Convention for Vehicle Crash Testing  
SAE 3027 Ambulance Litter Integrity, Retention, and Patient Restraint

#### **SIDE IMPACT CRASH TEST**

The manufacturer shall perform a dynamic side impact crash test with video documentation to be provided to the Purchaser upon request. Crash tests shall be performed within a controlled and repeatable environment. All testing shall be performed by an ISO/IEC 17025 accredited laboratory by an accreditation body that is recognized by the National Cooperation for Laboratory Accreditation (NACLA) or is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement (MRA). Refer to the following publications for specifications:

SAE J211-1 Instrumentation for Impact Test – Part 1: Electronic Instrumentation



SAE J211-2 Instrumentation for Impact Test – Part 2: Photographic Instrumentation  
SAE J21733 Sign Convention for Vehicle Crash Testing  
SAE 3027 Ambulance Litter Integrity, Retention, and Patient Restraint

#### **KKK-A-1822F TESTING CERTIFICATION**

The bidder shall provide documentation within this bid proposal, which verifies that all KKK-A-1822F testing is current and certified by an independent engineering firm.

#### **QUALITY ASSURANCE - SPECIFICATION COMPLIANCE**

The manufacturer shall inspect and test all systems and electrical loads per Federal specification KKK-A-1822F Section 4. Testing results shall be documented and displayed in the oxygen compartment and supplied with the vehicle delivery handbook.

NOTE: The purchaser will have zero tolerance towards bidder/vendors who state compliance to specification, but delivers an incomplete product and/or substandard materials and workmanship.

#### **NON-COLLUSIVE BID CERTIFICATION**

By submission of this bid response, the Bidder and/or Bidder's authorized representative(s), certify under penalty of perjury, to the best of their knowledge and belief the following:

A. The prices in this bid response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor, and;

B. Unless otherwise required by law, the prices which have been quoted in the bid response have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder, prior to the public bid opening, either directly or indirectly to any competitor, and;

C. No attempt has been made or will be made by the Bidder, for the purpose of restricting competition, to induce any person, partnership, or corporation not to submit a bid response.

#### **DEBARMENT STATUS**

By submission of this bid response, the Bidder and/or its authorized representatives, certify under penalty or perjury, that to the best of their knowledge and belief they are not currently debarred from submitting bids or

bidding on contracts from any agency within the home state of the purchaser, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency within the home state of the purchaser.

#### **DELIVERY STATEMENT**

The bidder shall state the number of calendar days required for delivery of the completed ambulance, after receipt of an order and receipt of chassis by the manufacturer.

Delivery shall be within 240 to 270 calendar days after receipt of order and receipt of chassis. (State number of calendar days)

#### **REQUIRED DELIVERY ITEMS**

**REQUIRED DELIVERY ITEMS:** Upon a successful bid award, the vendor shall provide the following to the purchaser, upon ambulance delivery:

1. Manufacturer's Quality Assurance Vehicle Testing and acceptance documents.
2. One (1) copy of conversion parts, service, and operational manuals.
3. OEM Chassis Owner's Guide materials as provided by the chassis manufacturer.
4. Two (2) copies of "as built" customized electrical schematics for the ambulance conversion.

#### **PURCHASER'S RIGHTS**

**ACCEPTANCE OR REJECTION:** The Purchaser reserves the right to accept or reject any and all bids as deemed to be in the best interest of the purchaser and is not bound to accept the lowest bid.

**BID PROPOSAL TIME LIMITS:** All bids submitted to the purchaser shall remain in effect for a minimum period of (60) sixty calendar days.

**BID WITHDRAWAL:** Only written bid withdrawal requests will be accepted by the purchaser. Bid withdrawals received less than (3) three working days prior to the advertised bid opening will not be accepted.

#### **FORCE MAJEURE**

The manufacturer shall not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached these Terms and Conditions, for any failure or

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14d  
3-26-18

COUNCIL MEETING DATE:	03/26/2013	AGENDA ITEM TYPE:	
		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:

Agreement with Greater Bellevue Area Chamber of Commerce for economic development services

SYNOPSIS:

The Nebraska Attorney General has ruled that cities cannot be members of area Chambers of Commerce. Cities can, however, enter into contracts for services to be provided by a Chamber in community marketing and assisting in economic development activities.

FISCAL IMPACT:

\$12,000 per year. The current agreement provides for an annual membership fee of \$1,785.

BUDGETED ITEM: ☐ YES ☒ NO

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	ECONOMIC DEVELOPMENT SERVICES - BELLEVUE CHAMBER OF COMMERCE	
	Expected Start Date:	4/1/2018	Expected End Date: 3/31/2019 AUTOMATICALLY
	CIP Project Name:		
	MAPA # and Name:		
	Street District # and Name:		
Finance	Distribution Code:	55-BCC	
	GL Account #:	6056	GL Account Name: ECONOMIC DEVELOPMENT

RECOMMENDATION:

Approve the agreement with Greater Bellevue Area Chamber of Commerce for economic development consulting services. The city needs a strong partner in the solicitation of retail and other business opportunities and the agreement provides for specific performance requirements to be undertaken by the Chamber annually for the payment of the fees provided herein. The city will receive quarterly reports as to progress.

BACKGROUND:

The city of Bellevue has been a "member" of the Greater Bellevue Area Chamber of Commerce (GBACC) for years, which is not allowed according to the opinion offered by the Nebraska Attorney General several years ago. Bellevue can, however, by that same opinion, enter into an agreement with the chamber for services provided. The attached agreement provides for those services to be provided and at a rate commensurate with the duties defined therein. The current rate is insufficient to cover the services anticipated - the agreement provides for automatic renewal for up to ten years. The agreement will help ensure appropriate representation for Bellevue as economic opportunities present.

ATTACHMENTS:

1 Agreement with GBACC

2

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SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Handwritten signatures]*

AGREEMENT FOR ECONOMIC DEVELOPMENT  
CONSULTING SERVICES

**THIS AGREEMENT** entered into this \_\_\_ day of \_\_\_\_\_, 2018, by and between **CITY OF BELLEVUE, NEBRASKA**, a constitutionally chartered Nebraska municipal corporation (hereinafter "City"), and **THE GREATER BELLEVUE AREA CHAMBER OF COMMERCE**, a Nebraska Non-Profit Corporation (hereinafter "GBACC").

**WHEREAS**, the City wishes to contract for Economic Development Services, and;

**WHEREAS**, GBACC wishes to provide Economic Development Services to the City, and;

**WHEREAS**, the parties desire to memorialize the terms, covenants, and conditions for the Economic Development Consulting Services in this agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained in this agreement and other good and valuable consideration,

1. **Term.** This agreement shall be for a term of one (1) year, effective April 1, 2018, and ending March 31, 2019. This agreement may be terminated by either party with (60) day's written notice with or without cause.
2. **Renewal Terms.** This agreement shall automatically renew for successive one (1) year terms unless either party terminates the Agreement or in the event a new agreement is executed for a period not to exceed ten years. Any renewal term is contingent on and subject to budget appropriation adopted annually by the City Council.
3. **Services to be Provided.** During the term of this Agreement, GBACC shall:
  - Serve as the City's first point of contact for economic development services.
  - Conduct business recruitment activities designed to provide new jobs and an improved tax base for the community.
  - Provide quarterly market analyses on number of jobs, job sectors, and wages compared to state and national statistics.
  - Build mutually beneficial relationships with national, state, and regional entities engaged in economic development.
  - Assess issues of concern to local businesses and assist with promoting a healthy business climate within our community.
  - Facilitate programs for business retention and expansion for existing businesses in the City.
  - Such other services, as the parties agree may be feasible, necessary, and appropriate to help expand the City's job base and improve the City's tax base.
  - Provide all deliverables and performance measures outlined herein.
4. **Fees and Expenses.** The City agrees to pay GBACC a consulting fee for the services outlined in this agreement (the "Fee"). The Fee shall be paid in monthly payments to GBACC. The

AGREEMENT FOR ECONOMIC DEVELOPMENT  
CONSULTING SERVICES

Chamber will submit an invoice monthly describing the services provided within 15 days from the end of each calendar month. The Fee is subject to and conditioned on budget appropriation from the City Council and the Fee for each renewal term may be increased or decreased each year based on budget appropriations from the City Council. The City will compensate the Chamber for services rendered pursuant to this Agreement in the sum of \$12,000 payable in four (4) quarterly installments. The fee paid herein replaces any "membership" fees or other fees paid by the city.

5. **Notices.** Any notice required to be given under this Agreement shall be served by certified mail, postage prepaid, delivery, fax (receipt confirmed) or overnight courier.
6. **Applicable Law and Venue.** This Agreement has been made, and its validity, performance, and effect shall be determined, in accordance with the laws of the State of Nebraska and venue for litigation between the parties shall be solely and exclusively in Sarpy County, Nebraska.
7. **Entire Agreement.** This agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those expressly provided herein.
8. **Amendments and Waivers.** Changes, modifications, or amendments in scope, price, or fees to this Agreement shall not be allowed without prior formal contract amendment approved by the City Council in advance of the change in scope, price, or fees. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach of obligation.
9. **Performance Measures.** GBACC shall provide the following deliverables. Performance measures are included (with examples) for each item and will be used to evaluate the work performed throughout the entire Agreement.
  - A. **Economic Development Infrastructure.** The City wants to develop appropriate infrastructure necessary to foster economic development opportunities for the City of Bellevue. The GBACC will work to identify future development sites, and work to complete necessary task so that sites are more "ready" for immediate business opportunity.

Performance measure:

    - Positive relationship with the Nebraska Department of Economic Development with shared vision of Bellevue.
    - Marketing material directed toward target industries.
    - Real Estate Development – identify and market as needed sites & buildings ready for development.
    - Establish market statistics and demographics.
    - Develop regional partnerships by working with the regional economic development entities.
    - Work with existing employers and education providers to develop workforce; attract quality employees to the City.
    - Assess and advise the City on needs for potential site development.
  - B. **Business Retention and Expansion.** The City wants to ensure existing businesses thrive and remain or expand in Bellevue. GBACC shall solicit regular feedback from existing businesses

AGREEMENT FOR ECONOMIC DEVELOPMENT  
CONSULTING SERVICES

to determine how they can best be served and how programs can be developed to leverage their assets and the assets of other similar businesses and the assets of the City of Bellevue. GBACC shall develop concepts which promote existing business.

Performance measure:

- Development of business community data
  - Retention rate for existing businesses
  - Existing employee headcount
  - Other data as reasonably requested by and coordinated with the City
- Provide technical assistance to existing businesses to assist them to retain jobs and/or expand.
- Bring or organize appropriate seminars and training to Bellevue, NE, or offered within the region that would benefit Bellevue-based companies.
- Coordinate an ongoing call program with existing major employers; target eighteen (18) business visits per year.
- Analysis of existing businesses by utilizing Business Registry Data to evaluate growth, decline, establishment, or closure of existing businesses within the City of Bellevue.
- Develop and recommend training and education opportunities for start-up businesses.
- Provide resources to entrepreneurs as requested.
- Work in partnership with Bellevue University and Verde Martin to launch and run Opportunity Campus for developing and attracting business to Bellevue.

**C. Business Attraction.** GBACC shall take steps necessary to ensure that Bellevue competes at local, state, national, and international levels for prospective businesses. In addition, GBACC shall actively promote the City at the state, national, and international levels, particularly to companies in the advanced manufacturing, distribution, transportation, and technology and retail sectors. GBACC acknowledges the City desires to attract jobs with higher skills, higher wages, and higher benefits, and GBACC will pursue companies in the targeted sectors to meet those goals.

Performance measure:

- Conduct a minimum of ten (10) promotional or marketing visitors annually, either in Bellevue or at the site selector's location.
- Evaluate, recommend, and attend trade shows or similar events annually. Communicate and encourage attendance at such events by Administration and/or Elected Officials.
- Measurement and tracking of home grown businesses locating in Bellevue.
- Measurement and tracking of new businesses in Bellevue.
- Report on employee headcount, wages, and capital investment attributed to new businesses.

AGREEMENT FOR ECONOMIC DEVELOPMENT  
CONSULTING SERVICES

- Develop and manage a regional economic development council.
- Advise on number of business contacts made and status of pending projects.
- Active website, updated content.
- Report quarterly on website activity.
- Maintain and review community profile with state and regional economic development agencies.

**D. Strengthened Relationship with State and Regional Economic Development Organizations.**

These organizations are assets to the City's economic development efforts. They can provide free marketing for the City and expand our contact base and opportunities. Fostering relationships with these organizations will provide a competitive advantage at the state and regional level and ensure the City receives feedback from prospective companies about what Bellevue can do to provide an attractive business package.

Performance measure:

- Regular meetings with State and Regional Economic Development Organizations and other relevant organizations.
- Documented efforts and participation in regional partnership

**E. Market Statistics and Demographics.** The City is interested in receiving up to date market statistics and demographics for existing businesses and labor shed and market data for businesses interested in locating in Bellevue, NE.

Performance Measure:

- Utilize and provide updated market, trend, and demographic analysis through current studies.

**F. Reports and Presentations to the City Council and Mayor.** GBACC shall provide a written report for the City Council and Mayor quarterly. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein.

Performance measure:

- Quarterly report to City Council and Mayor
- Timely updates to the City Council and Mayor on potential projects as necessary.

The City recognizes that the overall economy will affect some of the performance measures and success will be outside the control of GBACC.

**10. Independent Contractor Indemnification.** The parties to this Agreement agree that GBACC is an independent contractor and shall not, under any circumstances, be deemed an employee of the City. GBACC to indemnify, defend, and hold harmless the City, its officials, employees, and agents, from and against any and all loss, liability, or damage as a result of claims, demands, costs, or judgments arising by virtue of this Agreement, or of whatever

AGREEMENT FOR ECONOMIC DEVELOPMENT  
CONSULTING SERVICES

nature, made by or on behalf of any person or persons for any wrongful act or omission arising from its operation under this contract.

11. **Indemnification.** GBACC shall abide by all federal, state, and local laws, rules, regulations and ordinances, which may now or hereafter be in effect, applicable to providing services under this agreement, and agrees to indemnify, defend, and hold harmless, the City, its officials, employees and agents, from and against any violation of said laws, rules, regulations and ordinances.
12. **Workers Compensation Insurance.** GBACC shall provide any workers' compensation insurance for its employees as required by State law.
13. **Equal Employment Opportunity.** This Agreement is subject to all federal, state, and local laws, rules and regulations pertaining to equal employment opportunities. GBACC shall not discriminate or permit discrimination in violation of federal, state laws or local ordinances because of race, color, sex, age, disability, political or religious affiliations or national origin.
14. **Conflict of Interest.** GBACC agrees that no employee of GBACC, or its designees or agents, shall have any interest, direct or indirect, in this Agreement other than in the direct course of his/her employment with GBACC.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

FOR THE CONSULTANT

FOR THE CITY OF BELLEVUE

Greater Bellevue Area Chamber of Commerce

BY:



BY:



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14e  
3-26-18

COUNCIL MEETING DATE:	03/26/2018	AGENDA ITEM TYPE:	
		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:

Agreement with Sarpy County Economic Development Corporation for economic development services

SYNOPSIS:

Bellevue has received economic development services from the Sarpy County Economic Development Corporation (SCEDC) that includes a strong partnership with the Greater Omaha Chamber of Commerce and the relationship should continue as the city moves forward with several imminent projects for the betterment of the community.

FISCAL IMPACT:

\$15,000 per year. The proposed agreement provides for annual investment for up to a ten year period.

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS ☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	Economic development services - Sarpy County Economic Development Corp	
	Expected Start Date:	10/01/2018	Expected End Date: 09/30/2019
	CIP Project Name:		
	MAPA # and Name:		
Finance	Street District # and Name:		
	Distribution Code:	55-SCEDC	
	GL Account #:	6056	GL Account Name:

RECOMMENDATION:

Approve agreement with Sarpy County Economic Development Corporation for economic development consultation services. The city requires a strong partner in the solicitation of industrial and other business investment opportunities - the agreement provides for specific performance requirements to be met by SCEDC annually for payment as provided in the agreement. The city will continue to receive quarterly reports as to progress and the SCEDC efforts.

BACKGROUND:

The city of Bellevue has worked with Sarpy County Economic Development Corporation and has had an agreement providing for the mutually beneficial investment services in past years. This agreement should be continued as Bellevue and SCEDC work to bring economic development opportunities to the area. The attached agreement provides for the services to be delivered by SCEDC and the annual city investment therein which may be extended for a period of up to ten years. This agreement will help ensure appropriate Bellevue representation as economic development opportunities present.

ATTACHMENTS:

1 Agreement with SCEDC

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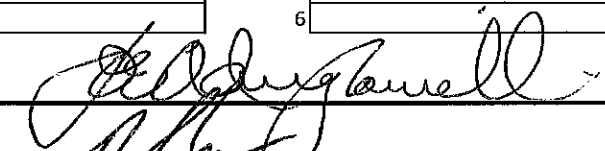

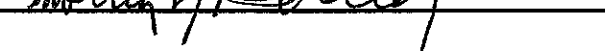
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

## CONTRACT

THIS CONTRACT is entered into by and between the City of Bellevue, a Municipal Corporation in Sarpy County, Nebraska, also referred to as "the City" and Sarpy County Economic Development Corporation, a Nebraska non-profit corporation doing business at 1301 Harney Street, in Omaha, Nebraska, also referred to as "SCEDC."

## RECITALS

WHEREAS, the City of Bellevue wishes to assist in a program providing funds for the promotion, marketing and advertising of the City as part of the expanded economic development effort with SCEDC, more specifically; and,

WHEREAS, the City of Bellevue wishes to retain the services of a non-profit organization to administer the program; and,

WHEREAS, SCEDC has experience in administering such programs and wishes to provide its professional services for the administration and assistance sought by the City; and,

WHEREAS, the City of Bellevue is interested in the creation of jobs and the expansion of the tax base across the City; and,

WHEREAS, the City of Bellevue is particularly interested in attracting primary jobs to Bellevue, with a desire to see increased industrial development on properties located in their designated "LB 840" area; and,

WHEREAS, SCEDC is committed to creating jobs and increasing the tax base within Sarpy County including the City; and,

WHEREAS, SCEDC and the City of Bellevue have come to this agreement for administering funds for SCEDC

IN CONSIDERATION OF THESE MUTUAL COVENANTS, THE CITY OF BELLEVUE AND SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION AGREE AS FOLLOWS:

## PROVISIONS OF THE CONTRACT

SCEDC AND CITY OF BELLEVUE MUTUALLY AGREE AS FOLLOWS:

1. The term of this agreement shall be one (1) year and shall automatically renew on a year-to-year basis unless either party gives notice to the other not less than 60 days in advance of the then existing term of its election to terminate the agreement effective as of the end of the then existing term. Renewals shall be for a period of not to exceed ten years.
2. This agreement supersedes all prior agreements between the parties and can only be amended in writing with the mutual consent by both parties.
3. This agreement may be changed, modified, extended, or amended by written agreement executed by both parties. All amendments shall be approved by official action of the City of Bellevue City Council and the SCEDC Board of Directors and shall be attached to this document.

FINANCIAL CONSIDERATION TO SCEDC:

The City will compensate SCEDC in the total amount of \$15,000 per year to be paid quarterly starting on October 1, 2018. SCEDC shall, on a quarterly basis, provide the City with a report outlining economic development activities for the previous quarter together with an illustration of significant specific budgeted program expenditures that were utilized to provide the business attraction, retention, advertising and marketing services contemplated by this agreement as illustrated by way of example on the sample report attached hereto as Exhibit B.

REPORTING:

SCEDC shall provide quarterly reports to the City administration and elected officials regarding services delivered. The reports shall include:

1. An update on attraction projects and lead activity.
2. Latest quarterly report of SCEDC activity.
3. An update on BRE program calls and activity.
4. Details of any marketing projects or activities.


AGREED TO AND SIGNED BY:


The City of Bellevue:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

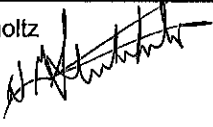
Sarpy County Economic Development Corporation:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Date

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14f  
3.26.18

COUNCIL MEETING DATE:	03/29/2018	AGENDA ITEM TYPE:	
SUBMITTED BY:  Acting Chief Stukenholtz 		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:

**Cruiser In-Car Camera Video System w/Body Camera**

SYNOPSIS:

The Bellevue Police Department has nine new vehicles on order as replacement cruisers. The cruiser in car camera systems in the vehicles they are replacing are at their end of life and new systems are needed.

FISCAL IMPACT:

Nine new systems at a cost of \$60,149.62

BUDGETED ITEM: ☒ YES ☐ NO GRANT/MATCHING FUNDS ☐ YES ☒ NO  
IF NO, EXPLAIN: IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	Mobile Cruiser Camera System	
	Expected Start Date:	05/30/2018	Expected End Date:
	CIP Project Name:		
	MAPA # and Name:		
Finance	Street District # and Name:		
	Distribution Code:	10-20	
	GL Account #:	6362	GL Account Name:

RECOMMENDATION:

Approval to enter into an agreement with Watchguard Video to purchase nine In-Car 4RE Video Camera Systems w/Body Cameras.

BACKGROUND:

The Department is purchasing nine new cruisers and the ICOP Video Systems in the cruisers they are replacing are at end of life. The ICOP was designed to replace the OEM Radio in the dash. The new vehicles available for purchase are designed to run the majority of the control units to the radio, which makes removal of the OEM radio prohibited. An option exists to mount in the center stack, however, the ICOP Units that will be replaced by Watchguard units are over 10 years old and picture/audio quality have degraded over the years and currently cannot be configured to record in tandem with a Body Camera.

ATTACHMENTS:

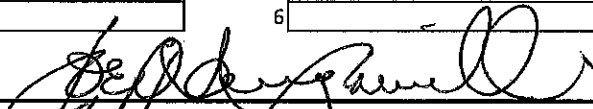


1	4 RE/VISTA Price Quote	4	
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3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



## 4RE/VISTA Price Quote

CUSTOMER: Bellevue Police Department

ISSUED: 3/19/2018 3:53 PM

EXPIRATION: 4/3/2018 3:00 PM

Attn: Accounts Payable,  
1510 Wall St.,  
Bellevue, NE, United States,  
68005-3686

**TOTAL PROJECT ESTIMATED AT:**  
**\$60,149.66**

ATTENTION: Capt Tom Dargy

SALES CONTACT: Bill Meyer

PHONE: 402-293-3105

DIRECT:

E-MAIL:

E-MAIL: BMeyer@WatchGuardVideo.com

### 4RE and VISTA Proposal

#### VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-BUN	VISTA HD WiFi and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the VISTA HD Wi-Fi Extended Capacity Wearable Camera with 9 hours continuous HD recording, one camera mount, 32 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	9.00	\$5,550.00	\$0.00	\$47,452.50
VIS-CHG-BS2-KIT	VISTA Charging Base R2 Kit, incl. Power and USB Cables	9.00	\$95.00	\$0.00	\$812.25

#### VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-1ST	Warranty, VISTA 1st Year (Months 1-12) Included	9.00	\$0.00	\$0.00	\$0.00

#### Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-004	Evidence Library 4 Web VISTA Combo-Discount Device License Key	9.00	\$75.00	\$0.00	\$675.00
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	9.00	\$150.00	\$0.00	\$1,350.00

#### 4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
CAM-4RE-PAN-NHD	Front Camera, 4RE, HD Panoramic, (Reduced EMI)	9.00	\$200.00	\$0.00	\$1,710.00

#### Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	MikroTik Configured Wireless Kit, 4RE In-Car 802.11n (Radio, Antenna, PoE, 2-10' Ethernet	9.00	\$200.00	\$0.00	\$1,710.00

415 Century Parkway • Allen, TX • 75013  
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)



## 4RE/VISTA Price Quote

Cables)

### 4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	9.00	\$0.00	\$0.00	\$0.00

### WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
BRK-DV1-MIC-100	Hifi Mic Kits	9.00	\$699.99	\$0.00	\$5,984.91

### Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$455.00	\$0.00	\$455.00
					\$60,149.66

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$3,035.25
Additional Quote Discount	\$-3,035.25
<b>Total Amount</b>	<b>\$60,149.66</b>

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: \_\_\_\_\_ DATE: \_\_\_\_\_



## **City of Bellevue**

Office of the Mayor

**To: Joseph A Mangiamelli City Administrator City Council President John Hansen and members of the City Council**

**From: Rita Sanders Mayor City of Bellevue**

**Subject: Mayor's Report**

**March 2018**

**Participate in National Reading Month at Birchcrest Elementary School**

**Participate in Bellevue Library Susseathon**

**Attend Judge Steven Graz, 8<sup>th</sup> Circuit swearing in ceremony**

**Attend United Cities meeting-LaVista, Legislative update**

**Visit BAE to extend Open House/Ribbon Cutting of new City Hall**

**Attend Agenda Meetings**

**Welcome National American Legion Commander, Denise Rohan to Bellevue/Offutt tour**

**Attend American Red Cross Annual luncheon**

**Attend Conference call on LB 44 (update)**

**Finalize moving to new City Hall**

**Meeting with Bellevue Housing Authority and review rating**

**Welcoming remarks for the Eagles Club Eastern Zone Conference**

**Attend Leadership Round Circle discussion with Congressman Fortenberry**

**City Hall Ribbon Cutting and Open House**

**Host MAPA meeting with Offutt on future transit**

**Meeting with new Physician in town, Dr. Mark Frey**

**Participate in Olde Towne shamrock painting for St. Patrick's Day**

**Welcome message and participate in Bellevue Chamber of Commerce Leadership visit to City Hall**

**Meeting with Cohen Network**

**Attend Lift up Sarpy**

**Attend Sarpy County P-3 wastewater educational meeting**

**Attend Cornerstone Christian School annual event**

**Attend Joint Land Use Study (JLUS) update**

**Introduction to Josh Charvat new Sarpy EDC staff member**

**Agenda Meeting**

**Attend Bellevue University International Trade Conference and welcome Ambassador HE Javlon Vakhobov, Republic of Uzbekistan**

**Meeting for Sound the Alarm (American Red Cross)**

**Attend Ribbon Cutting for First Watch Restaurant**

**Attend Audit Committee meeting**

**Read Statement of Support of Defense Guard and Reserve for City of Bellevue**

**Attend and speak at the Offutt Women's History Lunch event**

**Meeting with Senator Crawford and Legislative update**

**Attend Bellevue Shocker's Ribbon Cutting**

**Attend Chancellor Gold (UNMC) Board of Counselor's meeting**

**Council Meeting**

**Attend Bellevue's Legislative Reception-Lincoln**

**Attend Sarpy County EDC Board Meeting**

**Attend and speak to the Plattsmouth Mason's monthly meeting on partnerships**

**Attend Harvest Ball Annual event**





## City of Bellevue

Office of the City Administrator

March 16, 2018

To: Mayor Sanders, City Council President Moudry and  
Members of the Bellevue City Council  
From: Joseph A. Mangiamelli, City Administrator  
Subject: Overview - Activities report

The following is an overview of my activities during the period since our last City Council meeting. Numerous meetings and events attended as indicated:

- \*Met with city Leadership Team to review City Council meeting and discuss upcoming issues
- \*Met w/staff to review small cell wireless legislation and siting requests
- \*Conducted tour of City Hall facilities following ribbon cutting
- \*Met w/officials from MAPA, MAT and Executive Officer, OAFB, to discuss transportation opportunities
- \*Met w/representatives from Holland Bascham Architects regarding library feasibility assessment
- \*Attended Sarpy County Wastewater Agency administrative meeting
- \*Attended Omaha Chamber Finance and Development Task Force meeting
- \*Presented to Leadership Bellevue class, part of local government curriculum
- \*Attended Sarpy Wastewater Agency "P3" education briefing
- \*Conference call w/representatives of Bahr Vermeer Architects regarding library feasibility assessment
- \*Met w/officials from ENCAP regarding lease of city property
- \*Met w/SCEDC representative Josh Charvat to discuss roles of city/corporation in economic development efforts
- \*Met w/Executive Director of Sarpy County Museum
- \*Participated in webinar on "bidnet" services
- \*Met w/Executive Officer, OAFB, to discuss potential lease of base property for a new aquatic venue
- \*Attended Bridge Commission meeting
- \*Attended Omaha Chamber Mega Site Task Force meeting
- \*Met w/Olde Towne developer regarding reuse of former city hall complex
- \*Met w/President of Greater Bellevue Area Chamber of Commerce to discuss contract relationship



City of Bellevue  
Office of Administrative Services  
1500 Wall Street • Bellevue, Nebraska 68005 •

### Department Activity Report – 3/21/18

#### **Administrative Services Director**

- FMLA case management (5)
- Leadership team meeting 3/13
- Ultipro activation calls: 3/14, 3/21
- Attend Coordinated Transit Committee meeting @ MAPA, 3/21.
- New hire employee orientation (2)
- Leadership Round Circle meeting 3/12.
- Meeting with ENCAP and BMA Food Pantry to review lease agreement. 3/19
- Assist (2) department heads with job description development & review.
- Coordinate with Sarpy IT on email security training. (Continued).
- Prepare and send Years of Service 1<sup>st</sup> qtr. Invite to employees/supervisors
- Ultimate Software on-line training (continued).
- Review and update Key Position profiles for the Succession Plan for posting. (continued)
- Assisting with updating the ADA Transition Plan (continued)
- Activity Report preparation.
- Vacation 2/20-3/9.

#### Activity Report 03/19/18

##### **Human Resources Manager**

- Personnel issues – (0) matters under review
- ACA variable hour tracking
- ACA Year-end reporting finalization
- UltiPro user acceptance testing (Payroll 2)
- UltiPro time management setup
- UltiPro status meetings 03/07 and 03/14
- Payroll conversion pay code testing
- Employee access assignment
- Off 03/15-03/16
- Preparing for go live on UltiPro (April 6<sup>th</sup>)
- Payroll processing 03/09 payroll

**As per your request the following is a synopsis of the day to day activity performed by the HR Coordinator and Personnel Technician, March 5 through March 16, 2018:**

- **Record Management:**

Prep,

Input and Record Payroll Changes for processing for March 9th payroll

- Processed Address Changes – 1                      Name Change - 0
- Travel & Training Requests Processed 2                      Narratives Received - 3
- Miscellaneous Copies and Secretarial work for Admin Svcs. Director to include revisions to job descriptions. Prepare and process all of Human Service, Administrative Service and HR Requisitions. Advertise, accept and process applications for the various Department Heads. Copy and scan all scored goal sheets for Performance Management Review committee.
- Recorded Performance Evaluations – 6                      Verifications of Employment – 5

- **Applicants/Recruitment:** AEO I Streets, Building Inspector, Electrical Inspector, Fabrication Supervisor

- Regret letters for positions filled.

- **Benefit Orientation/Employee Exits/Resignations:**

- 3 - Full Time Exit
- 2 – Full Time Benefit Orientation
- 1 - Promotion
- 0 – Return from Leave
- 0 – Transfer
- 0 –Leave of Absence
- 1 – Resignations/Terminations

- **Benefit Administration:**

- COBRA Notices – 2
- Retirement Enrollment/Rollovers - 1 Retirement Payout/Withdrawal - 0
- Processed 457 Transfers/Enrollments/Changes - 0 TASC Resign - 1
- Beneficiary Changes - 0 QDRO - 0
- Processed New or changes to Principal Loan – 1
- Audited and sent to Finance for payment EBS, Reliance, MetLife and AFLAC bills
- Reconcile Retiree Payments and notified the retirees of payment amounts due.
- Updating data base with new amounts for voluntary life insurance
- Updating data base with new Life and AD&D amounts due to increases last year
- Updating data base with new LTD amounts
- Auditing all beneficiaries for retirement and life
- Performed 1<sup>st</sup> Quarter Random Drug and Alcohol Testing for DOT required CDL drivers

- **Payroll Administration:**

- Prep, E-Verify and Process New Hires - 12
- Background Checks - 12
- Medical Testing for New Employees - 12
- Salary authorizations sheets sent to supervisors, directors and City Administrator in preparation for payroll increases and performance awards.
- Audited TASC payroll verification and sent PVR and finalization to finance
- 
- **Reports:**
- Prepared Activity Report for HR Manager
- Prepared E-Mail Removal of Resigned employees for County IT
- 
- **On-Going Projects:**
- Scan and File all Performance Management reports, target and scored target.
- Prep new contract year sheets for Grade/Step/Anniversary Date/Changes
- Auditing of Personnel Files to include updating database with new information
- Auditing of I-9 forms
- Cover Human Service Desk for absent Secretary and during lunch hour.
- Prepare orientation packets & manuals for new employees.
- Purging files in readiness for move
- Auditing benefit deductions for new payroll software
- 
- **Training:** UtiliPro training courses
- **Civilian Retirement Committee:** Coordinating Employee Education Workshop for April

#### **Payroll Specialist Report**

- Getting ready for new payroll system. This has included a lot of Webinars and conference calls.
- Assisting with all of the parallel payrolls with double checking all entries. This will be the first payroll for the Fire Dept. and their FLSA benefit. This is where the Dept earns additional earnings after working 28 days. Configuring this along with many other items has been a very time consuming job. This will save a lot of time for that payroll processing on a monthly basis going forward.
- Until the new system is implemented, all usual duties as before, including matching all garnishments, child support, all union dues and sending all checks to banking institutions and courts. Usual uploading of all retirement benefits and other related retirement options.
- Entering all comp time, vacations, admin leaves for all unrelated unions.
- It will be a very busy time the next month for the Personnel Dept.

## **HUMAN SERVICE PROGRAM SPECIALIST 2 WEEK REPORT**

**March 1<sup>st</sup>- 20th**

### **FINANCIAL ASSISTANCE**

OPPD 6

Rent 3

MUD 0

BH 0

**TOTAL= 9**

**TOTAL NO SHOWS= 3**

### **FOOD PANTRY**

**TOTAL= 1**

### **MEETINGS**

BMA...3/1, 3/8, 3/15

CR...3/5, 3/12, 3/19

Energy Meeting...3/15

BMA Regional...3/13

Specialized Transit data unavailable this report due to staff vacation



## City of Bellevue

Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

March 21, 2018

From: Sabrina Ohnmacht, City Clerk

RE: Information for Administration Report

We participated in the ribbon cutting and open house festivities.

Collecting proposals from a few different companies on recodification.

Susan will be attending a Windows Class and a Word Class tomorrow, the 22<sup>nd</sup>.

Early preparation stages for another Board of Equalization hearing/meeting for weed liens prior to the April 23<sup>rd</sup> meeting.

I will be here on Monday and Friday of next week. On Tuesday, Wednesday, and Thursday, I will be in Grand Island attending the annual NMCA "Clerk School."



## CITY OF BELLEVUE FINANCE DEPARTMENT

1500 Wall Street – Bellevue, NE 68005 – (402) 293-3000

### Bellevue Finance Department Status Report March 26, 2018

#### **ACCOUNTING AND FINANCE**

- Provided support for analytical questions from Auditors
- Treasury management
- Reviewed and Managed E-req's
- Provided answers to departments regarding actuals and budget
- Authorized CDBG reimbursement request
- Issued payments for approved expenses
- Weekly conference calls with Ultimate group for new payroll software
- Testing of Ultimate PR downloads for our GL
- Worked with ANB on new payroll system and how it relates to our banking
- Processed credit card transactions and reconciled statements
- Prepared Minute Record / Researched bills on minute record
- Verified and booked receipts from PayPort System and Haworth Camping System
- Sales Tax and Lodging Tax monthly analysis and JE
- Lease analysis
- February Bank Reconciliations
- Monthly allocations
- Data entry of journal entries for department
- Booked various cash receipts, confirmed deposits, researched undocumented cash receipts
- Downloaded payroll and imported into Abila accounting software
- Reclassified expenses between departments, working extensively with Public works departments
- Adjusted rights to approved used in Abila system

#### **CDBG:**

- Continued file review and clean-up for close out of completed CDBG projects
- Emailed information requests to contractors.
- Met with interested applicants for CDBG funds to review eligibility requirements and application form and followed up with additional information and reporting requirements.
- Held conference call with Buckley Construction to discuss environmental mitigation requirements and eligibility for CDBG funding.
- Continued with planning for Community Development Week and providing all information requested to the State of Nebraska for the April ceremony.

### **RISK MANAGEMENT:**

- Continued processing existing claims and worked to bring open claims towards resolution and closure
- Continued to investigate/accept/deny new claims
- Conferred with nurses, employees, and claims administrator on complex injury claims
- Researched claim payments and reimbursements
- Processed appropriate invoices for payment
- Continued to manage modified duties for restricted employees
- Continued to coordinate the 2018 Employee Wellness Program
- Continued processing safety boot requests for eligible employees
- Conferred with Legal on litigation and/or potential litigation matters
- Provided new employee orientation to one new Wastewater employee
- Greeted visitors during City Hall Open House
- Researched OSHA standard updates for Street Department Operations and provided new PPE

### **Safety Inspector assisted Finance Department with:**

- Moved the final remaining items from 210 City Hall offices to 1500 Wall Street
- Conducted all duties associated with auctioning surplus equipment
- Total Gov Deals sales to date: **\$219,000 in sales**

Respectfully submitted,

Rich Severson  
Finance Director, City of Bellevue





## City of Bellevue

Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### Bellevue Fire Department Council Report

Report Date 3/20/2018

#### A. General Items:

- QA/QI
- Exercise Design team meeting at Bellevue University.
- Test out probationary Paramedic Wednesday
- EMS supervisor/medical director meeting Thursday
- Children's Hospital continuing education @ Training Site Thursday
- Sarpy County PET Meeting Thursday
- Working on assigning mandatory holidays for 2018
- Continue to preparing for PT orientation April 2nd
- Staff Meeting Thursday
- Preparing for part time fire academy.
- Meeting Core Tech on moving City phone system to 1510 Wall.
- Meeting with Raycom on station alerting system.

#### B. Training:

- Mass Casualty Incident training.
- School walk through.
- Incident Command training.

#### C. Inspections:

- Liquor license inspection.
- Courtesy inspections.
- ATomMik Café inspection.
- The Electric Ink Society inspection.



## City of Bellevue

Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### D. Calls:

Fire – 43

Rescue - 125

### E. Ambulance Billing

No mid-month report.

### F. Manpower Report Staffing

Staffing Report from 3/5/2018 through 3/11/2018

Monday	AM	E-41	3-Person	
Monday	PM	E-21,31,41	3-Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E-1,41	3-Person	
Wednesday	PM	E-41	3-Person	
Thursday	AM	E-1,21	3-Person	
Thursday	PM	Full		
Friday	AM	E-1,31,41	3-Person	
Friday	PM	Full		
Saturday	AM	E-31,41	3-Person	EMS Asst. O.O.S.
Saturday	PM	E-1,31,41	3-Person	
Sunday	AM	E-1,31	3-Person	
Sunday	PM	Full		

Staffing Report from 3/12/2018 through 3/18/2018

Monday	AM	E-31	3-Person	
Monday	PM	E-1,31,41	3-Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E-1,41	3-Person	
Wednesday	PM	Full		
Thursday	AM	E-41	3-Person	
Thursday	PM	Full		
Friday	AM	E-31	3-Person	EMS Asst. O.O.S.
Friday	PM	Full		
Saturday	AM	E-1,E-21,E-31	3-Person	



## City of Bellevue

Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

Saturday	PM	E-1,E-21,E-31,E-41	3 Person	
Sunday	AM	E-1, E-31	3-Person	Engine -41 O.O.S.
Sunday	PM	E-1,E-21,E-31,E-41	3 Person	



## City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

### Memo

**To:** Joe Mangiamelli, City Administrator

**From:** Julie Dinville, Library Director

**Date:** 3/13/2018

- The Bellevue Public Library has invited patrons to join them for a showing of *A Wrinkle in Time* at the Twin Creek Cinema in Bellevue on Saturday, March 17, at 10:45 a.m. The library's ChapterChat Book Club for kids has been reading *A Wrinkle in Time* by Madeleine L'Engle and now plan to see the new movie based on the book. The Bellevue Library Foundation has reserved an entire theater so that book club kids and their families, library staff, and the Bellevue Community can watch the movie together. The Foundation is purchasing tickets for all of the ChapterChat participants. Other members of the public can purchase tickets at \$6.00 from the library for the event.
- The library recently received donations of five book club kit sets to share through the book club kit program. The library currently loans out kits, which include 10 copies of a title plus discussion materials, to registered local book clubs and to other Nebraska libraries. Two of the recent donations are from a book club in Waterloo, NE, who have borrowed several of Bellevue's kits. Many of the 200+ kits the library currently holds were purchased through the Bellevue Library Foundation from memorial monies donated in honor of the late Jolene Bethel.
- The Adult Services Department has started a new activity in the library open to patrons. The public is invited to work on a jigsaw puzzle out in the adult area while in the library. Patrons can spend as much time as they choose piecing the puzzle together as a way to relax and/or as a brain exercise activity.
- The Children's Department puts together Legos Club activities twice a month. These sessions are held the first Monday of the month after school from 4 to 5 p.m. and on the fourth Saturday of the month from 10 to 11 a.m. Thousands of Legos are made available for imaginative play, plus Duplo blocks (oversize building blocks), which are reserved for children under 4 years of age.
- The Red Cross Babysitting Course set for March 31 at the library was filled by applicants within the first few days of registration and now has a waiting list. Students age 11-18 participate in the course to receive the Red Cross certification. The event is being coordinated by the Young Adult Department of the library.



## City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

### Memo

**To:** Joe Mangiamelli, City Administrator

**From:** Julie Dinville, Library Director

**Date:** 3/20/2018

- Some 68 people attended a showing of *A Wrinkle in Time* at the Twin Creek Cinema in Bellevue on Saturday, March 17. The library's ChapterChat Book Club for kids had been reading the book by Madeleine L'Engle, and the Bellevue Library Foundation purchased tickets for them and their families to attend the film. The library then invited other members of the public to attend this special showing.
- A program by Nebraska author Jeff Barnes on 150 of the state's historically important buildings drew an audience of 38 persons on Saturday, March 17, to the library. This presentation was sponsored by the Bellevue Library Foundation and funded in part by Humanities Nebraska.
- Monthly staff meetings were held at the library on Wednesday, March 14. Among the topics discussed were proper check-in procedures, the upcoming Volunteer Luncheon, and plans for OmahaGives.
- Director Julie Dinville attended a meeting of the Sarpy County library directors hosted in La Vista on Tuesday, March 13. The directors discussed further plans to host an event featuring author Craig Johnson in August.
- The Children's Department held tours for the Aldersgate Preschool and for the Offutt CDC2. The children and their instructors were introduced to the library's collection and learned about storytimes and other programs held at the library. Altogether, about 100 people participated in the tours.



## City of Bellevue

Office of the Planning Department

**To:** Mayor Sanders, City Council, and City Administrator Mangiamelli  
**From:** Chris Shewchuk, Planning Director *CMS*  
**Date:** March 20, 2018  
**Subject:** Department comments for Administration Report

Tammi and I met with Wastewater Superintendent Epiphany Ramos to discuss the update to the wastewater service agreement with Omaha.

I met with City Council candidate Kathy Welch to discuss the Planning Department.

I attended the monthly meeting of the Transportation Technical Advisory Committee at MAPA.

Tammi and I met with other City staff to discuss the placement of small cell wireless antennas on existing light poles in the City right-of-way.

I attended an implementation committee meeting for the Offutt Joint Land Use Study; this phase of the project should be completed by April 30.

The March meeting of the Planning Commission was cancelled due to a request for an indefinite continuance by the applicant for the only item scheduled on the agenda.

I attended the leadership round table meeting with Representative Jeff Fortenberry.

I participated in the Leadership Bellevue day at city hall, presenting a brief overview of the operations of the Planning Department and answering class questions.

As a follow-up to our attendance at the Nebraska Planning and Zoning Association conference, Tammi is working with other local jurisdictions to set up a training session for Planning Commissioners and members of the Board of Adjustment.

Staff is reviewing a building permit for a Domino's Pizza proposed at 2015 Pratt Avenue.

Tammi attended a meeting of the Chamber's Economic Development Committee Retail Focus Group.

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**INTEROFFICE MEMORANDUM**

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**TO:** JOE MANGIAMELLI  
**FROM:** ACTING CHIEF STUKENHOLTZ  
**SUBJECT:** DIRECTORS BRIEF  
**DATE:** 3/21/2018

Hosted Leadership Bellevue discussion and tour.

Attended Sarpy County Chiefs and Sheriff meeting.

Attended Bellevue Leadership discussion with Congressman Fortenberry.

Hosted Neighborhood Watch Captains meeting and discussion.

Continue planning meetings for Operation Bruin Safety Active Shooter Scenario.

**Code Enforcement Stats:**

<b>March 9, 2018</b>	<b>March 16, 2018</b>
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Calls – 219	246
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Notices:

Zoning – 5	1
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Nuisance – 51	56
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Clean Ups – 6	0
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Tree Removal – 0	0
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Certified Notices – 8	10
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Officer Initiated – 39	22
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Towed Vehicles – 0	3
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Red Tags – 2	0
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Snow Removal Notices – 0	0
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## City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

# Public Works Director's Report

March 26, 2018

*Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.*

### **Administration: Jeff Roberts**

- Comprehensive review of all budgeting, invoicing and revenue reporting and processes (all departments)
- Develop/prioritize conditions assessment for replacement plan (WW)
- Meetings
  - Director meetings 03.09.17, 03.23.18
  - Superintendent meetings 03.15.18, 03.29.18
  - MAPA TTAC 03.19.18
- 1500 Wall Street complete
  - 02.22.16 Demolition, Anderson Excavating - \$90,375
  - 09.26.16 Storefront and Shell Upgrades, Mark 7 - \$471,033
  - 06.12.17 Building Renovations, Lund-Ross - \$2,186,000
  - 08.28.17 Audio/Visual, AVI Systems - \$376,643
  - 08.28.17 Civil Site Work, Lund-Ross - \$219,795
  - 08.28.17 Security, SEI - \$85,248
  - Total - \$3,429,094

### **Engineering: Dean Dunn**

- American Heroes Park Phase 6 – Design
- Various design projects
- Planning and P&I plan review as needed
- SWPPP monitoring for NDEQ compliance as needed
- Meetings
  - FHWA monthly meeting 03.18.18
  - UCC monthly meeting 03.11.18

### **Parks: Brian Madison**

- Working on Work Orders that are submitted
- Tree maintenance in various parks







## City of Bellevue

### Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

- Winter Duties

#### **Recreation: Jim Shada**

- 94,273 people participated in 52 different activities for 2017

#### **Street Maintenance: Bobby Riggs**

- Various ditch repairs and cleanout
- Grade, rock roads and alleys
- Winter Duties

#### **Waste Water: Epiphany Ramos**

- Jetting as weather allows
- Repairing lines found during jetting and TV scheduled inspections as needed
- Lift station inspections on Monday and Thursday
- Update GIS mapping
- Walk all inaccessible lines and inspect all manholes, ongoing
- Working on administrative procedures and expectations.

#### **Fleet Maintenance: Todd Jarosz**

BIWEEKLY REPAIRS BY DEPARTMENT		
Report Date: January 08, 2018		
Department	No. of Repairs	No. of Hours
Administration		
Finance		
Human Services		
Public Works	1	1
Parks	5	40
Recreation		
Cemetery		
Streets	12	13
Fleet Maintenance	1	3
Permits & Inspections	1	1
Police	4	6
Fire	6	10
Wastewater		



## City of Bellevue

### Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

*Reported hours are taken from work orders submitted for the week. Some work orders may reflect a large amount of hours performed which would mean the unit was in the shop for an extended period of time. Work may be carried over from one week into another.*

*The number of hours documented on repair tickets does not include the hours it takes for Fleet Maintenance personnel to shuttle cars to and from the shop, to deliver cars to designated locations for out sourced work (i.e. window/windshield replacement, body work, warranty work) and running for parts, etc.*

**NEXT REPORT 04.09.18**