

## Bellevue City Council Meeting

Monday, April 23, 2018 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Dan Wills, Jr., Chandler Acres Baptist Church, 7505 Chandler Acres Drive
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA CONSENT AGENDA MINUTES AND ADVISORY COMMITTEE REPORTS :
  - a. Approval of Agenda
  - b. Approval of Consent Agenda
    1. \*Approval of the Minutes from the April 9, 2018, City Council Meeting (City Clerk)
    2. \*Settlement of Tort Claim in the amount of \$18,000 (City Attorney)
6. APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS:
  - a. Red Cross - "Sound the Alarm" Event in Bellevue - Richard Dinsdale
  - b. Progress Update on the Joint Police Academy - Scott Wagner, Director of Training, Sarpy/Douglas Law Enforcement Academy
8. LIQUOR LICENSES:
  - a. Application for a Special Designated Liquor License for St. Bernadette's Church to sell Beer during the annual church festival at 7600 South 42nd Street, on July 7, from 6:00 p.m. to 10:00 p.m. and July 8, 2018, from 12:00 p.m. to 9:00 p.m. (City Clerk)
  - b. Application for a Special Designated Liquor License for Willow Springs Bottling Co., Inc., dba "Cornhusker Beverage Mart," to sell Beer, Wine, and Distilled Spirits during a fundraiser for the Bellevue East Booster Club at the Bellevue University Administration Services Building, 1000 Galvin Road South, on May 12, 2018, from 3:00 p.m. to 12:00 a.m. (City Clerk)
9. ORDINANCES FOR ADOPTION (3rd reading): None
10. ORDINANCES FOR PUBLIC HEARING (2nd reading): None
11. ORDINANCES FOR INTRODUCTION (1st reading): None
12. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
  - a. Event License Application of A Bridal Boutique/Margie Guy for the "Bellevue Bazaar," a Flea Market and Craft/Vendor Event, to be held in Haworth Park on July 21, 2018 from 10:00 a.m. to 5:00 p.m. (City Clerk)

- b. Event License Application of A Bridal Boutique/Margie Guy for the "Olde Towne Trick or Treat Event" to be held in Olde Towne on October 28, 2018, with set-up from 3:00 p.m. to 4:00 p.m., the event from 4:00 p.m. to 6:30 p.m., and clean-up from 6:30 p.m. to 7:00 p.m. (City Clerk)

- c. Event License Application of the Bellevue Economic Enhancement Foundation in partnership with the Bellevue Chamber of Commerce for "Riverfest" festivities, including live music, a carnival, BBQ competition, and a vendor village, in Haworth Park on July 6 4:00 p.m. to 1:00 a.m., July 7 6:00 a.m. to 1:00 a.m., and July 8 from 6:00 a.m. to 4:00 p.m. (City Clerk)

- 1. Application for a Special Designated Liquor License for the Bellevue Economic Enhancement Foundation to sell Beer, Wine, and Distilled Spirits during "Riverfest" at Haworth Park, on July 6 from 3:00 p.m. to 1:30 a.m. and July 7, 2018, from 10:00 a.m. to 1:30 a.m. (City Clerk)

- 2. Request for Approval for a Fireworks Display on July 7 at approximately 9:45 p.m. (City Clerk)

13. RESOLUTIONS:

- a. Resolution No. 2018-12: Naming the Entrance Road into American Heroes Park "Jerry Ryan Plaza" (Mayor/Administration)

14. CURRENT BUSINESS:

- a. Approval of Addendum #2 to the Geographic Information System (GIS) Interlocal Agreement in the amount of \$25,173 FY 2018 and \$32,902 FY 2019 (Public Works Director)
- b. Approval of Amendment No. 7 to the Lottery Contract between Advanced Gaming Technologies, Inc., and the City of Bellevue extending the contract term to September 30, 2024 (Finance Director)

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

Bellevue City Council Meeting, April 9, 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 9<sup>th</sup> day of April, 2018, at 6:00 p.m. Present were Council Members John Hansen, Paul Cook, Pat Shannon, Donald Preister, Thomas Burns, and Jim Moudry.

Notice of this meeting was given in advance thereof by publication in the Bellevue Leader and posting in 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. Father Tom Jones, Church of the Holy Spirit located at 1305 Thomas Drive 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**

**Motion** was made by Shannon, seconded by Preister, to approve the consent agenda which included the following: approving Minutes of the March 26, 2018, meeting; approval and authorization for the Mayor to sign Renewal of Lease Agreement with Eastern Nebraska Community Action Partnership (ENCAP) for space; and approving the Appointment of Scott Evans to the Tree Board for a four-year term until May 2022 and approving the Reappointment of Holly Hofreiter and Joanne Langabee to the Tree Board for a four-year term until May 2022. 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 Preister, 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.

## **SPECIAL PRESENTATIONS:**

### **Proclamation declaring April 27, 2018 as "Arbor Day"**

Mayor Sanders read a proclamation declaring April 27, 2018, as "Arbor Day."

### **Proclamation declaring April 29, 2018 as "Earth Day"**

Mayor Sanders read a proclamation declaring April 29, 2018, as "Earth Day."

## **LIQUOR LICENSES:**

### **Cutch, Inc., dba "First Watch-Bellevue" - Application for a Class "I" Liquor License**

The application of Cutch, Inc., dba "First Watch-Bellevue," for a Class "I" Liquor License to Sell Beer, Wine, and Distilled Spirits, On Sale Only, at 2015 Pratt Ave., Ste. 105 and for Gregory Cutchall as Manager, was presented for Council consideration. Mr. Dan Kavan was present to answer any questions.

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

**Motion** was made by Cook, seconded by Shannon, to recommend to the Nebraska Liquor Control Commission the application of Cutch, Inc., dba "First Watch-Bellevue," for a Class "I" Liquor License to Sell Beer, Wine, and Distilled Spirits, On Sale Only, at 2015 Pratt Ave., Ste. 105 and for Gregory Cutchall as Manager, be approved.

Mr. Moudry advised he would be abstaining from the vote 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.

## **ORDINANCES:**

### **Ordinance No. 3902: Amending the Zoning Ordinance regarding Household Pets (Third 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 third and final reading.

# MINUTE RECORD

Bellevue City Council Meeting, April 9, 2018, Page 2

**Motion** was made by Moudry, seconded by Preister, that Ordinance No. 3902 be adopted. Mayor Sanders asked "Shall Ordinance No. 3902 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. 3902 passed and adopted.

**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 (Third 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 third and final reading.

**Motion** was made by Shannon, seconded by Preister, that Ordinance No. 3903 be adopted.

Council discussion ensued.

Mayor Sanders asked "Shall Ordinance No. 3903 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. 3903 passed and adopted.

**Approval of Site Plan for Lot 2, Wolf Creek Replat 7**

**Motion** was made by Shannon, seconded by Cook, to approve the Site Plan for Lot 2, Wolf Creek Replat 7. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

## **PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:**

**Show Cause Hearing on the Proposed Condemnation of the Structure Located at 2611 Harrison Street**

Chief Building Official Mike Christensen presented a short video showing the current condition of the property.

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

**Resolution No: 2018-09: Condemning the structure located at 2611 Harrison Street and Ordering it to be Torn Down and Debris Removed by May 11, 2018**

**Motion** was made by Preister, seconded by Burns, to approve Resolution No. 2018-09. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

**Show Cause Hearing on the Proposed Condemnation of the Structure located at 15006 South 20th Street**

Mr. Christensen presented a short video showing the current condition of the property. Council discussion.

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

**Resolution No. 2018-10: Condemning the structure located at 15006 South 20th Street and Ordering it to be Torn Down and Debris Removed by May 11, 2018**

**Motion** was made by Cook, seconded, Burns, to approve Resolution No. 2018-10. Roll call vote on the motion was as follows: Hansen, Cook, Preister, Burns, and Moudry voted yes; voting no: Shannon. Motion carried.

**Public Hearing on the Event License Application of the Freedom Running Company to use American Heroes Park, Haworth Park and City Streets on May 26, 2018, from 7:00 a.m. to 11:00 a.m. for a Half Marathon, 10k, 5k, and Family Walk/Run**

Mr. Joseph Ramos was present to answer any questions.

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. Mr. Edwin Frazier voiced his support of the event. Council questions followed.

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

**Motion** was made by Shannon, seconded by Moudry, to approve the event license application. 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**

# MINUTE RECORD

Bellevue City Council Meeting, April 9, 2018, Page 3

## **CURRENT BUSINESS:**

### **Approval of Revised Council Policy Resolution 4 - Purchasing and Payments**

**Motion** was made by Shannon, seconded by Burns, to approve the revised Council Policy Resolution 4. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

### **Approval to Rescind Contract Approval with Felsburg, Holt and Ullevig to prepare a report on the procedures and cost associated with establishing a quiet zone parallel to Fort Crook Road**

**Motion** was made by Burns, seconded by Hansen, to rescind the Contract Approval with Felsburg, Holt and Ullevig to prepare a report on the procedures and cost associated with establishing a quiet zone parallel to Fort Crook Road subject to the contractor's agreement to terms.

Lengthy Council discussion.

Roll call vote on the motion was as follows: Hansen, Preister, and Burns voted yes; voting no: Cook, Shannon, and Moudry. Due to the three-to-three tie vote, Mayor Sanders voted yes to rescind. 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 or comments.

## **PUBLIC REQUESTS TO BE HEARD:**

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

**Mr. Chuck Fredrick** requested his website be in the Minutes – chuckfredrick.com and he stated after reviewing social media, there are a lot of unhappy people out there. He thinks the City is being run very poorly. He reiterated the need for dog park in southwest Bellevue, a monthly balance sheet, a library in southwest Bellevue, the need for a full-time City Attorney, and the need to have the State Auditor do the next audit. He said there needs to be transparency.

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**

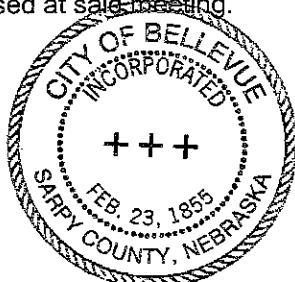
## **ADJOURNMENT:**

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Preister, at 7:18 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 April 9, 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

\* 56.2  
4.23.18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	04/23/18	AGENDA ITEM TYPE:	
SUBMITTED BY:  Molly J Miller - Adams & Sullivan PC LLO		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:

Settlement of Tort Claim

SYNOPSIS:

This is a tort claim for personal injuries brought against the City of Bellevue. The matter was negotiated and resolved for a settlement amount of \$18,000.

FISCAL IMPACT:

\$18,000

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

10-20-

RECOMMENDATION:

This matter is a negotiated, compromised settlement. No action is necessary other than to acknowledge it. Therefore, this matter can be placed upon the Consent Agenda.

BACKGROUND:

This matter is a tort claim brought by a mother, on behalf of a minor, asserting a claim for personal injuries claimed to be sustained in the car crash that occurred during a police pursuit. The matter has been negotiated and an agreement for settlement has been made.

ATTACHMENTS:

1 Release  
2  
3

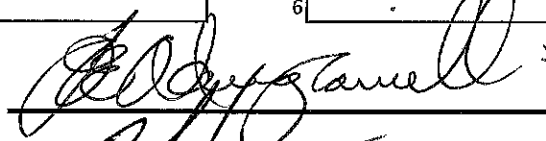
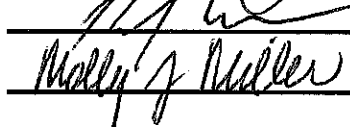
4  
5  
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

## **RELEASE OF ALL CLAIMS**

Lucia Diego, Mother and Next Friend of Victor Diego, a minor, and her agents, successors, heirs, executors, administrators, attorneys and all other persons, firms, corporations, associations or partnerships (hereinafter "Releasor"), for the sole consideration of the sum of Eighteen Thousand Dollars and no/100s (\$18,000.00), the receipt of which is hereby acknowledged, do hereby release, acquit, and forever discharge the City of Bellevue and its affiliated organizations, past and present officers, directors, agents, assigns, servants, employees, and attorneys of these entities (hereinafter collectively referred to as "Releasees") of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, which they now have, or may hereafter have, on account of, or arising out of any matter or thing which has happened, developed, or occurred before the signing of this release, and particularly, but not in limitation of any of the foregoing general terms because of the accident or event which occurred on or about October 2, 2017, at or near S 20<sup>th</sup> St. and Mission Ave., Omaha, County of Douglas, State of Nebraska, and from all matters raised or which could have been raised in a tort claim, and from all claims which Releasors may have had, now has or may have in the future, disputed or otherwise, whether known or unknown, against Releasees for, upon or by reason of any matter, cause or thing, whatsoever, on or at any time prior to the date of this release. Furthermore, the Releasor accepts the above-mentioned sum in full settlement and complete satisfaction of all claims or demands whatsoever for any and all injuries and/or damages, known and unknown.

Releasor further understands and agrees that this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released by whom liability is expressly denied. Releasor and Releasees acknowledge that they are responsible for their own costs, including attorneys' fees.

Releasor further declares and represents that no promise or agreement not herein expressed has been made, and that this release contains the entire agreement between the parties hereto, and that the terms of this release are a binding contract and not a mere recital. The Releasor agrees to indemnify and hold harmless Releasees for any and all liens, subrogation interest or reimbursement claims, including, but not limited to, Medicare and/or Medicaid, to the settlement proceeds that are claimed or maintained by payers of medical bills or by those who have granted upon Releasors other benefits to him/her/their or in his/her/their name.

This Release shall in all respects be interpreted, enforced, and governed under the laws of the State of Nebraska. The language of all parts of this Release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Should any provision of this Release be declared or be determined by any court of competent jurisdiction to be illegal, invalid, void or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and any said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Release.

Releasor further states that she is over nineteen years of age, has carefully read the foregoing release, her attorney has explained the entire terms of this release to her, whose advice the undersigned has relied, that she understand the contents thereof, and that she signs it as her own free act and not by duress, fraud or undue influence of any person.

**I HAVE READ THE ABOVE RELEASE OF ALL CLAIMS. I HAVE TAKEN THE TIME TO CONSIDER ITS IMPLICATIONS, I FULLY UNDERSTAND ITS CONTENTS, I AGREE TO ITS TERMS, AND I VOLUNTARILY SUBMIT TO ITS EXECUTION.**

Date: April \_\_, 2018

\_\_\_\_\_  
Lucia Diego, Mother and Next Friend of  
Victor Diego, a minor

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of April, 2018, by Lucia Diego, Mother and Next Friend of Victor Diego, a minor.

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



# MINUTE RECORD

6  
4-23-18

## CLAIMS FOR APRIL 23, 2018

PAGE 1

### MAYOR

CENTURY LINK	MONTHLY SERVICE-2018-3-22	26.21
PETTY CASH - FINANCE	OMAHA SISTER CITY CONFERENCE	50.00
		<hr/>
		\$ 76.21

### CITY ADMINISTRATOR

CENTURY LINK	MONTHLY SERVICE-2018-3-22	52.41
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	2,171.04
HEARTLAND MARKETING & COMMUNICATIONS, INC	SUPPLIES FOR RIBBON CUTTING-CITY HALL	636.84
INDOFF	NAME BADGES	49.71
MIDLANDS PRINTING	INVITATION CARDS FOR VOLUNTEERS, BUSINESS CARDS	435.69
OMAHA WORLD HERALD CO	RENEW SUBSCRIPTION	169.75
US BANK VOYAGER FLEET SYSTEMS	USBANK VOYAGER 03/02/2018-04/01/2018	232.78
		<hr/>
		\$ 3,748.22

### CITY COUNCIL

BELLEVUE CHAMBER OF COMMERCE	GOVERNOR'S RECEPTION-SHANNON	50.00
BELLEVUE CHAMBER OF COMMERCE	MAYORS FORUM BANQUET	20.00
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	114.55
		<hr/>
		\$ 184.55

### CABLE ADVISORY

CENTURY LINK	MONTHLY SERVICE-2018-3-22	17.45
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	3,857.20
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	62.26
		<hr/>
		\$ 3,936.91

### LEGAL

ADAMS & SULLIVAN, PC	RETAINER-MAR 2018	5,850.00
ADAMS & SULLIVAN, PC	COB VS BPOA, FOP #59	2,615.10
ADAMS & SULLIVAN, PC	COB VS DIEGO VICTOR	165.00
ADAMS & SULLIVAN, PC	COB VS EMPLOYEE 2017-102	536.25
ADAMS & SULLIVAN, PC	COB VS MACE, JERRY & EILEEN	41.25
ADAMS & SULLIVAN, PC	COB - BELLEVUE BONDS	66.00
ADAMS & SULLIVAN, PC	COB - BEST WESTERN	247.50
ADAMS & SULLIVAN, PC	COB - CUSTOM FARMING	57.75
ADAMS & SULLIVAN, PC	COB VS EMPLOYEE 2016-93	82.50
ADAMS & SULLIVAN, PC	COB VS EMPLOYEE 2017-104	41.25
ADAMS & SULLIVAN, PC	COB - EMPLOYMENT MATTERS	1,072.50
ADAMS & SULLIVAN, PC	COB - LITIGATION MATTERS	1,085.00
ADAMS & SULLIVAN, PC	COB - BASEBALL VILLAGE	272.25
ADAMS & SULLIVAN, PC	COB - SURPLUS PROPERTY	1,096.50
ADAMS & SULLIVAN, PC	COB VS ABBOTT, BPOA	742.50
ADAMS & SULLIVAN, PC	COB VS BPOA, EMP	907.50
ADAMS & SULLIVAN, PC	COB - EMPLOYEE 2017-101	2,706.25
ADAMS & SULLIVAN, PC	COB - EMPLOYEE 2017-103	3,862.50
MARK A KLINDER	RETAINER-APR 2018	500.00
WOODS & AITKEN, LLP	LEGAL FEES-CASE 1443, 1445	2,175.00
		<hr/>
		\$ 24,122.60

# MINUTE RECORD

## CLAIMS FOR APRIL 23, 2018

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### CITY CLERK

CENTURY LINK	MONTHLY SERVICE-2018-3-22	26.21
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	2,681.91
INT'L INSTITUTE OF MUNICIPAL CLERKS	MEMBERSHIP DUES-2018-S KLUTHE	100.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	114.70
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	62.26
OMAHA WORLD HERALD CO	LEGAL ADS, NOTICES	1,156.30
SABRINA OHNMACHT	REIMB TRAINING EXPENSES	280.10
SPARQDATA SOLUTIONS	SPARQ MEETING SUBSCRIPTION	4,000.00
		<hr/>
		\$ 8,421.48

### FINANCE/RISK MANAGEMENT

BELLEVUE CHAMBER OF COMMERCE	MAYORS FORUM BANQUET	20.00
CENTURY LINK	MONTHLY SERVICE-2018-3-22	130.61
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	6,962.91
HANEY SHOE STORE	SAFETY BOOTS	382.97
IA-NE-SD PRIMA CHAPTER	MEMBERSHIP DUES-2018-JENNINGS	40.00
INDOFF	OFFICE SUPPLIES	169.78
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
J P COOKE COMPANY	DATE STAMP	83.05
LOGAN CONTRACTORS SUPPLY	CONCRETE OVERSHOES	98.85
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	0.12
MAX I WALKER	UNIFORM PURCHASE-T WOODARD	295.40
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	217.91
PETTY CASH - FINANCE	OVERNIGHT MAILING OF TITLE	6.70
THE CURE	EARPLUGS, RESPIRATORS	179.92
TOTAL FUNDS BY HASLER	REFILL POSTAGE METER	1,000.00
		<hr/>
		\$ 9,618.22

### LIBRARY

CENTURY LINK	MONTHLY SERVICE-2018-3-22	87.35
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-3-28	214.78
CRYSTAL ANDERSON	REIMB LOCAL MILEAGE	17.43
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	8,288.17
INDOFF	OFFICE SUPPLIES	251.58
INGRAM LIBRARY SERVICES	BOOKS	3,704.80
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	14.44
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	249.04
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-4-6	134.93
MICHELLE BULLOCK	REIMB FOR PROGRAMMING SUPPLIES	101.94
NEOFUNDS BY NEOPOST	REFILL LIBRARY POSTAGE METER	750.50
OCLC INC	ON-LINE CATALOGING	1,261.16
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-3-27	1,744.33
OMAHA WORLD HERALD CO	LEGAL ADS, MINUTES, NOTICES	26.18
		<hr/>
		\$ 16,846.63

### ADMINISTRATIVE SERVICES/PERSONNEL

BAUDVILLE, INC	CERTIFICATES BUNDLES	276.00
CENTURY LINK	MONTHLY SERVICE-2018-3-22	131.03
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	10,589.73
IDEAL PURE WATER COMPANY	BOTTLED WATER	54.00

# MINUTE RECORD

## CLAIMS FOR APRIL 23, 2018

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### ADMINISTRATIVE SERVICES/PERSONNEL (cont'd)

INDOFF	OFFICE SUPPLIES	3.78
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
INSTITUTE FOR COMMUNITY ALLIANCES	SERVICE POINT USER LICENSE FEE	200.00
INTEGRATED REHAB	PHYSICAL, DRUG TESTING	2,540.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	118.18
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	280.17
MNJ TECHNOLOGIES PUBLIC SECTOR	9 SAMSUNG TABLETS, 6 TIME CLOCKS FOR NEW PAYROLL SYSTEM	9,104.00
OMAHA WORLD HERALD CO	RENEW SUBSCRIPTION	364.75
ONE SOURCE	BACKGROUND CHECKS	293.00
SOCIETY FOR HUMAN RESOURCE MGT	MEMBERSHIP RENEWAL-C RABBASS	209.00
US BANK VOYAGER FLEET SYSTEMS	USBANK VOYAGER 03/02/2018-04/01/2018	2,276.34
		<b>\$ 26,469.98</b>

### PUBLIC WORKS

CENTURY LINK	MONTHLY SERVICE-2018-3-22	104.83
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	4,219.92
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	134.10
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	124.52
NEBRASKA IOWA SUPPLY CO	DIESEL FUEL	3,022.58
OMAHA WORLD HERALD CO	LEGAL ADS, NOTICES	1,039.53
ONE CALL CONCEPTS	DIGGER'S HOTLINE-MONTHLY LOCATES	493.74
US BANK VOYAGER FLEET SYSTEMS	USBANK VOYAGER 03/02/2018-04/01/2018	63.20
		<b>\$ 9,202.42</b>

### PARKS

A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	1,223.00
CAMPGROUND AUTOMATION SYSTEMS	ONLINE RESERVATIONS-CAMP GROUND	550.00
CARROTHERS CONSTRUCTION CO, LLC	SWIMMING POOLS RENOVATION PROJECT	232,192.98
CENTURY LINK	MONTHLY SERVICE-2018-3-22	78.62
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-3-28	256.03
DXP ENTERPRISES, INC	SAFETY GLASSES	98.79
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	12,952.37
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	334.08
GRAINGER	COOLER, WIRE RACK, SUPPLIES	354.10
MENARDS	SUPPLIES, LAWN BLANKET, PAINT SUPPLIES	202.56
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	342.43
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-4-5	945.42
NEBRASKA TURFGRASS ASSOCIATION	MEMBERSHIP DUES-2018-BLACKBURN	150.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-3-27	3,186.05
PAPIO MISSOURI RIVER NRD	BIG PAPIO LEVEE PROJECT	4,472.19
PAPIO VALLEY NURSERY, INC	TREE FOR LIB-TO BE REIMB	310.00
SITEONE LANDSCAPE SUPPLY	BARRICADE, GRASS SEEDS, STONEWALL	9,851.74
US BANK VOYAGER FLEET SYSTEMS	USBANK VOYAGER 03/02/2018-04/01/2018	1,274.65
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	MAIL BOX, SUPPLIES, TIRE LIFT, KEYS, TOOLS	219.80
		<b>\$ 269,008.23</b>

# MINUTE RECORD

## CLAIMS FOR APRIL 23, 2018

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### RECREATION

B&D DIAMOND PRO	TOP DRESSING FOR FIELDS	9,500.00
CENTURY LINK	MONTHLY SERVICE-2018-3-22	113.56
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-3-28	88.39
DILLONS CUSTOMER CHARGES	CONCESSION SUPPLIES	20.00
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	1,356.65
ERWIN'S JEWELRY	SPONSOR YOUTH FLAG FOOTBALL	894.00
HAUFF MID-AMERICA SPORTS	JUNIOR COMPOSITE FOOTBALL	180.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	11.09
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	31.13
MIDWEST IMPRESSIONS	FLAG FOOTBALL SHIRTS	671.50
OMAHA DOOR & WINDOW COMPANY	INSTALL NEW DOORS AND FRAME-BALDWIN & HAWORTH	1,924.20
US BANK VOYAGER FLEET SYSTEMS	USBANK VOYAGER 03/02/2018-04/01/2018	60.69
		<hr/>
		\$ 14,851.21

### BUILDING MAINTENANCE

AIR CLEANING TECHNOLOGIES, INC	VENT SYSTEM REPAIR-ENG 4	94.20
A-RELIEF SERVICES	PORTABLE RESTROOM-CITY PARKS	99.00
BIG RED LOCKSMITHS	COMBINATION CHANGE, KEYS	282.00
BURTON PLUMBING SERVICES	REPLACE FIRE HYDRANT	11,545.77
CARPENTER PAPER CO	JANITORIAL SUPPLIES	277.89
CENTURY LINK	MONTHLY SERVICE-2018-3-22	8.74
CONTROL MANAGEMENT	FIELD CONTROLLER REPLACEMENT	2,678.00
CRAFTSMAN WINDOW COVERINGS	INSTALL BLINDS IN OFFICES	527.50
DC ELECTRIC/HEARTLAND LIGHTING	TROUBLESHOOT POLE LIGHT	360.00
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	8,083.14
FILTER SHOP	FILTERS	214.34
HILLYARD	JANITORIAL SUPPLIES	541.16
IDEAL PURE WATER COMPANY	BOTTLED WATER	44.50
JACKSON SERVICES, INC	DOOR MATS SERVICE-CITY BLDGS	204.88
JOHNSTONE SUPPLY	IGNITION CONTROL	155.38
KB BUILDING SERVICES	APRIL JANITORIAL SERVICES	10,708.50
MECHANICAL SALES, INC	RTU COMPUTR ISSUES	545.50
MENARDS	LIGHT BULBS, OIL, CLEANING SUPPLIES, TOOLS, MULCH, ELECTRICAL SUPPLIES	359.08
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	217.91
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-4-5	840.99
MUNCH ELECTRIC	INSTALL NEW RECEPTACLE	621.00
O'KEEFE ELEVATOR COMPANY	MAKE EMERGENCY PHONE OPERABLE, ELEVATOR MAINTENANCE	2,254.06
OMAHA DOOR & WINDOW COMPANY	INSTALL DOOR	1,295.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-3-27	1,571.49
PETTY CASH - FINANCE	REIMB FOR GAS-CARD NOT WORKING- ZIMMER	33.65
SUPPLYWORKS	JANITORIAL SUPPLIES	3,158.68
TRICO MECHANICAL SERVICES	HVAC SERVICE-PD GARAGE	77.50
WESTLAKE ACE HARDWARE	PVC PIPE, VAC BAGS, PAINT SUPPLIES, BATTERIES, SCISSORS, BULBS	306.84
		<hr/>
		\$ 47,106.70

# MINUTE RECORD

## CLAIMS FOR APRIL 23, 2018

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### CEMETERY

CENTURY LINK	MONTHLY SERVICE-2018-3-22	8.74
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-3-28	83.39
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	1,506.62
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	62.26
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-4-6	89.57
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-3-27	880.00
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOORS	100.00
S & W FENCE COMPANY	REPAIR FENCE-CEMETERY	5,200.00
WESTLAKE ACE HARDWARE	MULCH	333.00
		<hr/>
		\$ 8,263.58

### STREETS

ALFRED BENESCH & COMPANY	2018 MAJOR RESURFACING PROJECTS	2,927.57
ASPHALT & CONCRETE MATERIALS	ASPHALT	953.40
AVERY RENTS	PROPANE	63.36
CARROLL CONSTRUCTION SUPPLY	BRASS ADAPTER, EDGER, WOOD FLOAT	48.55
CENTRAL SALT	DE-ICING SALT	1,343.54
CENTURY LINK	MONTHLY SERVICE-2018-3-22	78.62
CINTAS LOCATION #749	DAMAGED UNIFORMS RETURNED TO COMPANY	90.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-3-28	274.17
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	39,104.60
FELSBURG HOLT & ULLEVIG, INC	36TH STREET FEASIBILITY STUDY	15,147.59
IDEAL PURE WATER COMPANY	BOTTLED WATER	38.00
LOGAN CONTRACTORS SUPPLY	WIRE TIES, REBAR	100.38
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	130.33
MARTIN PRODUCTS SALES, LLC	BULK OIL	427.00
MAX I WALKER	UNIFORM PURCHASES	356.89
MENARDS	HOSE MENDERS, RISERS, HOSE	66.51
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	933.90
METRO LEASING	BOOK METRO LEASE - 8724	5,816.04
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-4-5	760.69
MIDWEST SALES & SERVICE CO	WEDGE ADAPTER TUBE KITS	842.00
MURPHY TRACTOR	RENTAL OF HYD BREAKER	2,000.00
NEBRASKA TRUCK EQUIPMENT CORP	REDI-HAUL TILT BED TRAILERS	22,956.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2018-3-29	76,253.58
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-3-29	7,023.76
OMNI	ASPHALT	3,609.34
READY MIXED CONCRETE COMPANY	CONCRETE	19,365.20
THIELE GEOTECH	PAVEMENT EVALUATION	1,983.00
US BANK VOYAGER FLEET SYSTEMS	USBANK VOYAGER 03/02/2018-04/01/2018	3,460.72
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<hr/>
		\$ 206,168.16

### FLEET MAINTENANCE

911 CUSTOM, LLC	QUICK RELEASE SLIDE FOR KEYBOARD, WARNING LIGHTS	1,031.31
ALLIED OIL & TIRE COMPANY	ANTI-FREEZE, OIL	790.06
AUTO VALUE PARTS - SOUTH OMAHA	OIL PAN SET	213.26
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	1,227.39

# MINUTE RECORD

CLAIMS FOR APRIL 23, 2018

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## FLEET MAINTENANCE (cont'd)

BAUER BUILT	TIRES	879.00
BAXTER CHRYSLER DODGE JEEP	BELLY PAN, THERMOSTAT, FUEL MODULE, CAMSHAFT, GASKETS, FILTERS	498.30
BAXTER FORD	SWITCHES	55.32
BEARDMORE CHEVROLET	LOCK, STRIKER	234.03
BOBCAT OF OMAHA	WIRE, POLY BRUSHES, FILTERS	614.97
CENTURY LINK	MONTHLY SERVICE-2018-3-22	61.15
CINTAS LOCATION #749	DAMAGED UNIFORMS RETURNED TO COMPANY	284.50
CORNHUSKER INTERNATIONAL TRUCKS	GASKET ASSY, CORE, RING, TERMINALS, CARTRIDGE, PEDAL PAD	1,378.32
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-3-28	107.39
CROSS-DILLON TIRE	TIRES	3,555.90
DANKO EMERGENCY EQUIPMENT	O-RINGS, HANDLE, BALLS	276.22
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	19,510.81
FACTORY MOTOR PARTS CO	ENGINE OIL, DRAIN PLUG, GAUGE	193.46
FARM PLAN	FILLER CAP, FILTER	7.51
INLAND TRUCK PARTS CO	REBUILD DRIVE SHAFT	326.76
INTERSTATE BATTERIES	BATTERIES	1,258.86
INTERSTATE POWER SYSTEMS, INC	WASHERS, BEARINGS, SEALS, GASKETS	532.44
J & J SMALL ENGINE SERVICE	HYDRO FILTERS, IDLER, CASTER, ANTI SCALP ROLLERS	1,024.31
J THOMAS PARTS	WHEEL SEAL, GREASE SEAL	98.70
JIM HAWK TRUCK TRAILERS	CARTRIDGE, BRAKLEEN	418.75
KELLY SUPPLY COMPANY	DISPOSABLE GLOVES	19.56
KIMBALL MIDWEST	SPIRAL LOOM	176.17
KRIHA FLUID POWER CO	FITTINGS	363.49
MATHESON TRI-GAS INC	WELDING SUPPLIES	90.26
MAX I WALKER	UNIFORM PURCHASE-S BURNETT	127.40
MENARDS	LUMBER, ALUM SCREEN, TAPE, HOSES, DRILL BITS, BATTERIES, TIMER	217.08
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	435.82
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-4-5	115.52
MICHAEL TODD & COMPANY	UNIVERSAL SPINNER HUB	234.00
NAPA AUTO PARTS	OIL/FUEL/AIR FILTERS, REGULATOR, OOZY JUICE, FITTINGS, PARTS	1,519.12
NEBRASKA ENVIRONMENTAL PRODUCTS	PARTS FOR ST 66, SWEEPER PARTS	2,496.44
NEBRASKA IOWA INDUSTRIAL FASTENERS	SUPPLIES, DRILL BITS	249.32
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-3-27	1,271.29
P&M HARDWARE	VAC FILTER, BUSHINGS	24.69
PETTY CASH - FINANCE	VEHICLE REGISTRATIONS	15.00
POWERPLAN	SWITCH KIT	3,784.91
SEAGRAVES FIRE APPARATUS, LLC	TRANSDUCER, HORN BUTTON	444.94
STATE STEEL	HOT ROLLED ANGLE	94.38
TOYNE, INC	SEAT COVER, SEAT CUSHION, DOOR HANDLE	803.97
TRUCK CENTER COMPANIES	VALVE	173.11
US BANK VOYAGER FLEET SYSTEMS	USBANK VOYAGER 03/02/2018-04/01/2018	262.24
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
WELDON PARTS INC	MUD FLAP	20.22
WESTLAKE ACE HARDWARE	SUPPLIES, KEYS	23.74
WOODHOUSE FORD SOUTH	SCREEN ASSY, GASKET	56.45

\$ 47,675.24

# MINUTE RECORD

## CLAIMS FOR APRIL 23, 2018

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### SOLID WASTE

WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEES-MAR 2018	154,070.49
		<b>\$ 154,070.49</b>

### PLANNING

BELLEVUE CHAMBER OF COMMERCE	MAYORS FORUM BANQUET	20.00
CENTURY LINK	MONTHLY SERVICE-2018-3-22	26.21
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	4,291.24
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	93.39
OMAHA WORLD HERALD CO	LEGAL ADS	24.19
		<b>\$ 4,455.03</b>

### PERMITS & INSPECTIONS

CENTURY LINK	MONTHLY SERVICE-2018-3-22	43.68
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	12,506.27
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	249.04
US BANK VOYAGER FLEET SYSTEMS	USBANK VOYAGER 03/02/2018-04/01/2018	846.54
		<b>\$ 13,645.53</b>

### POLICE/CODE ENFORCEMENT

AXON INTERPRISE, INC	TRAINING TASER CARTRIDGES	1,976.00
BAEHLER INSURANCE AGENCY	NOTARY BONDS	80.00
BELLEVUE FORT CROOK, LLC	RENT FOR K9 BLDG-MAY 2018	1,200.00
CARL M GRUBB	REIMB EXTRA TRAINING CHARGE	150.00
CDWG GOVERNMENT	FLASH DRIVES, DOCK STATION	669.68
CENTURY LINK	MONTHLY SERVICE-2018-3-22	829.44
CORNHUSKER AUTO WASH	VEHICLE DETAIL-UC 116	91.12
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-3-28	83.39
CREATIVE RISK SOLUTIONS	PRE-FUNDING REQUEST FOR WORK COMP	30,846.28
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	137,804.79
ENTERPRISE FM TRUST	LEASE PAYMENT OF DEA VEHICLE-APR 2018	649.99
ERWIN'S JEWELRY	RETIREMENT CLOCK-B WOOD	90.00
GALLO PROFESSIONAL POLYGRAPH	PRE-EMPLOYMENT POLYGRAPH	350.00
GREAT PLAINS UNIFORMS	TACTICAL VEST-D FRANKS	680.00
GT DISTRIBUTORS, INC	TACTICAL VEST-K MEYER	680.00
INDOFF	OFFICE SUPPLIES	1,032.67
INFOSAFE SHREDDING	SHREDDING SERVICE	180.00
J GARDNER AND ASSOCIATES, LLC	JR OFFICER BADGE STICKERS	700.00
JOHN B. MCDANIEL	REIMB FOR TRAYS FOR PHONES	29.94
LARRY LAMPMAN	REIMB EXTRA TRAINING CHARGE	150.00
LP POLICE	LP MONTHLY PLAN FEE-MAR 2018	104.95
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	464.33
MATTHEW D. HOFFMAN	REIMB EXTRA TRAINING CHARGE	150.00
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	3,684.50
METRO LEASING	BOOK METRO LEASES - 8707	19,479.00
MIDLANDS PRINTING	BUSINESS CARDS	100.00
MOORE WALLACE	UNIFORM CITATIONS	966.56
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-3-27	203.18

# MINUTE RECORD

## CLAIMS FOR APRIL 23, 2018

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

PAPER ROLLPRODUCTS, LLC	THERMAL PRINTER PAPER	995.00
PETTY CASH - FINANCE	REIMB FOR GAS-CARD NOT WORKING-BETSWORTH	15.00
PETTY CASH - FINANCE	REIMB FOR GAS-CARD NOT WORKING-HOWELL	31.00
PETTY CASH - FINANCE	REIMB FOR NOTARY-HOLM	30.00
PETTY CASH - FINANCE	DUPLICATE KEYS	22.47
PETTY CASH - FINANCE	MAILING FOR EVIDENCE	8.60
POLICE OFFICERS ASSOCIATION OF	POAN HANDBOOKS	857.50
PROGRESSIVE BUSINESS TECHNOLOGIES	PRINTER SUPPLIES	335.00
ROGER COX	REIMB EXTRA TRAINING CHARGE	150.00
SPAN PUBLISHING	2018 NAT'L DIRECTORY OF LAW ENF ADMIN	149.00
THE CARD CONNECTION	CARDS FOR K9	114.00
US BANK VOYAGER FLEET SYSTEMS	USBANK VOYAGER 03/02/2018-04/01/2018	13,448.18
VERIZON WIRELESS	MONTHLY SERVICE-2018-3-21	479.40
WERNER ENTERPRISES, INC	FUEL FOR TRANSPORTATION OF THE MRAP	1,100.00
WESTLAKE ACE HARDWARE	PADLOCKS	12.99
WOODHAVEN COUNSELING ASSOCIATION	COUNSELING FOR DETECTIVES	1,620.00
ZEB SIMONES	REIMB GAS FOR SIMULATOR	76.29
		<hr/>
		\$ 222,870.25

### FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	230.25
ANDERSON FORD	FORD F 150 EXTENDED CAB	30,475.00
ARROW INTERNATIONAL	MEDICAL SUPPLIES	1,709.89
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	2,123.25
CENTURY LINK	MONTHLY SERVICE-2018-3-22	227.12
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-3-28	576.95
CREATIVE RISK SOLUTIONS	NEW CLAIMS-FEB 2018	250.00
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	64,668.93
FIRE STATION SOFTWARE, LLC	2018 ANNUAL MAINTENANCE	210.00
FIREGUARD	FIRE EXTINGUISHER	358.75
GREAT PLAINS UNIFORMS	UNIFORM PURCHASES	2,471.00
KEITH A SANDERS	REIMB FOR BOOTS	130.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	367.18
MENARDS	ICE MELT	34.95
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	2,013.47
METRO LEASING	BOOK METRO LEASE - 8699	2,396.83
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-4-6	3,417.71
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-3-27	8,340.61
PETTY CASH - FINANCE	VEHICLE REGISTRATIONS	60.00
TESSCO	COMMUNICATION PARTS	39.86
US BANK VOYAGER FLEET SYSTEMS	USBANK VOYAGER 03/02/2018-04/01/2018	6,013.68
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	924.00
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		\$ 127,039.43



# MINUTE RECORD

## CLAIMS FOR APRIL 23, 2018

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### NON-DEPARTMENTAL/CONTRACTS

BKD & ASSOCIATES, LLP	PROGRESS AUDIT BILLING-FINAL AND ASSISTANCE	34,130.00
CENTURY LINK	MONTHLY SERVICE-2018-4-1	695.85
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-3-28	430.81
DC ELECTRIC/HEARTLAND LIGHTING	REPLACES FUSES-BASEBALL FIELDS	210.00
LOCKTON COMPANIES, LLC	WELLNESS CONSULTING FEE-APR2018	1,650.00
METRO AREA TRANSIT	MAT SERVICE-FEB 2018, 1987 MILES	4,573.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-4-10	97.16
NEOPOST USA INC	POSTAGE METER RENT-1510 WALL ST	606.80
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-MAY 2018	12,796.61
TASC - TOTAL ADMINISTRATIVE SERVICES	TASC QUARTERLY FEES	1,334.16
		<hr/>
		\$ 56,524.39

### INFORMATION TECHNOLOGY

CXTEC	WIRING FOR WALL ST	1,585.92
MOTOROLA SOLUTIONS, INC	EARPIECES	149.70
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-3-27	51.64
ONE CALL CONCEPTS	LOCATES FOR IT	1.89
PETTY CASH - FINANCE	VEHICLE REGISTRATIONS	15.00
TJ CABLE	LOCATES FOR IT	250.00
		<hr/>
		\$ 2,054.15

### WASTEWATER

CENTURY LINK	MONTHLY SERVICE-2018-3-22	48.49
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-3-28	83.39
ELLIOTT EQUIPMENT CO	ROOT CUTTER, SAW BLADES	3,635.00
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-APR 2018	6,117.13
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	39.25
METLIFE DIVISION 1	DENTAL INSURANCE-APR 2018	249.04
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-4-10	540.80
MIDWEST WATER GROUP, INC	SANITARY SEWER ASSET MANAGEMENT	7,695.00
NEBRASKA WATER ENVIRONMENT	REGISTRATIONS FOR CONFERENCE	300.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-3-27	3,274.21
US BANK VOYAGER FLEET SYSTEMS	USBANK VOYAGER 03/02/2018-04/01/2018	862.98
UTILITY EQUIPMENT COMPANY	PARTS FOR SOUTH LIFT	900.28
		<hr/>
		\$ 23,745.57

### COMMUNITY BETTERMENT

BMA FOOD PANTRY	REIMB FOOD PANTRY FOR EXPENSES	430.58
		<hr/>
		\$ 430.58

### ECONOMIC DEVELOPMENT LB840

BELLEVUE ECONOMIC ENHANCEMENT	ECONOMIC DEV AGREEMENT-APR/JUN 2018	3,000.00
		<hr/>
		\$ 3,000.00

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT FEE-MAR 2018	2,830.50
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-3-27	85.24
		<hr/>
		\$ 2,915.74

# MINUTE RECORD

## CLAIMS FOR APRIL 23, 2018

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**G.O. BONDS**

S&P GLOBAL MARKET INTELLIGENCE	CUSIP LEI ANNUAL DUES	97.00
		<u>\$ 97.00</u>

**BELLEVUE MUNICIPAL BUILDING-1500 WALL ST**

SECURITY EQUIPMENT	INSTALL FIRE HOLDUP	9,431.20
SECURITY EQUIPMENT	PANIC BUTTON, DOOR RELEASE BUTTON	2,708.00
		<u>\$ 12,139.20</u>

**TOTAL CLAIMS FOR APR 23, 2018** **\$1,318,687.70**

**TOTAL PAYROLL FOR APR 6, 2018** **\$ 947,367.12**

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4.23.18



**SOUND THE ALARM**

Save a Life



## Keep Neighbors Safe from Home Fires

Home fires kill more people every year than all other disasters combined. This spring, help us *Sound the Alarm* to prevent these tragedies in more than 100 at-risk communities nationwide.

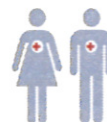
Help Reach Our Goals in the Omaha Council Bluffs Metro



Install  
**800**  
smoke alarms



Reach  
**400**  
households



Engage  
**New**  
volunteers

Installation Event in Your Community

**May 12th, 2018 | 10:00AM - 2:00PM | Bellevue, NE**

**Smoke Alarms Save Lives!**

**Visit [GetASmokeAlarm.org](http://GetASmokeAlarm.org) to sign up for free smoke alarms to be installed in your home.**

*Join us!*

**Volunteer, make a gift and help spread the word.**

Together, we'll build on the recent milestone of installing our 1 millionth alarm to save more lives.

To sign up to volunteer, visit <https://bit.ly/savealifebellevue>



**American  
Red Cross**

## *News Release* **NEWS RELEASE**

**Contact: Richard Dinsdale**  
Telephone: (402) 343-7762  
[richard.dinsdale@redcross.org](mailto:richard.dinsdale@redcross.org)

### **Red Cross Seeks Volunteers to Help Install Smoke Alarms during *Sound the Alarm* Event in Bellevue**

**Bellevue, NE, April 11, 2018** — The American Red Cross is seeking people to volunteer their time and help save lives at the ***Sound the Alarm*** home fire safety and smoke alarm installation event in the Bellevue area on May 12<sup>th</sup> between 10:00 am and 2:00 pm.

***Sound the Alarm*** in Bellevue, and be part of the nationwide Red Cross effort to help reduce the number of deaths and injuries from home fires," said Jill Orton, CEO for the American Red Cross serving Nebraska, Kansas, and Southwest Iowa. "By volunteering with the Red Cross, someone can truly make a difference in someone's life. Please join us and help ***Sound the Alarm*** by volunteering on May 12th."

If you are interested in volunteering to educate people about home fire safety and install free smoke alarms, visit the ***Sound the Alarm*** information on [redcross.org](http://redcross.org). If you are interested in having free smoke alarms installed in your home, call United Way 211.

The Red Cross responds to nearly 64,000 disasters a year, the majority of which are home fires. Working smoke alarms in a home cut the risk of death by half, and having an escape plan further improves the odds of survival. The Red Cross launched the Home Fire Campaign in 2014 to end these tragedies and save lives.

Across the country, the Campaign is making a difference. As of March 30th the Red Cross and our partners across the country have saved at least 381 lives through smoke alarm installation and home evacuation education. Closer to home, Red Cross volunteers have trained over 34,000 people through preparedness programs in Nebraska. They have also installed 2,700 free smoke alarms. Red Cross volunteers have also responded to 133 home fires in the Omaha area this past year.

To learn more about the Home Fire Campaign, visit [redcross.org](http://redcross.org). Please help us ***Sound the Alarm*** by volunteering to install smoke alarms, making a financial contribution, or taking steps to protect your own family from home fires.

#### **About the American Red Cross:**

*The American Red Cross shelters, feeds and provides emotional support to victims of disasters; supplies about 40 percent of the nation's blood; teaches skills that save lives; provides international humanitarian aid; and supports military members and their families. The Red Cross is a not-for-profit organization that depends on volunteers and the generosity of the American public to perform its mission. For more information, please visit [redcross.org](http://redcross.org) or visit us on Twitter at [@RedCross](https://twitter.com/RedCross).*

– END –



## **Suggested Talking Points for Bellevue Council Meeting – 4/23**

- The Red Cross responds to nearly 64,000 disasters a year, the majority of which are home fires.
- Home fires represent a significant threat to our communities, killing seven people every day across the nation. Most of these deaths occur in homes that lack working smoke alarms, or smoke alarms with missing or dead batteries.
- Last year alone Red Cross volunteers responded to 160 home fires in the Omaha-Council Bluffs- Bellevue area – many of them causing significant damage and injuries.
- In the next two weeks, in an effort to reduce death and injury from home fires across the country, the Red Cross is sounding the alarm through a series of home fire safety and smoke alarm installation events in more than 100 high-risk communities in the United States. Bellevue is one of those communities.
- From this coming Saturday through May 13, volunteers and partners will install 100,000 free smoke alarms across the country. Our Bellevue event is on Saturday, May 12th from 10 am to 2 pm. Red Cross volunteers will be installing nearly 300 alarms, and helping individuals and families develop an escape plan should a fire occur in their home.
- An initiative like this takes a great deal of coordination and lots of people to help! I want to personally thank Mayor Sanders, Fire Chief Perry Guido, and the many volunteers and companies across Bellevue and the metro area who have stepped up to be a part of this life saving effort. You have all shown incredible support in helping to make the upcoming event a success.
- The Mayor has told us that keeping Bellevue citizens safe is a top priority. Thank-you to everyone who has been involved in planning this event, and to all of those who will be out in Bellevue neighborhoods on Saturday, May 12<sup>th</sup>.
- I should also mention that there will be plenty of work to go around on that day, so if council members and others in the room would like to be a part of this event, it is easy to sign up. Quickest way is a website at

<https://bit.ly/savealifebellevue>. You will see this on the bottom of the handout I'm sending around the room.

- You can also go to [www.soundthealarm.org](http://www.soundthealarm.org). Either way, we would love to have your participation in this event.
- On May 12<sup>th</sup>, our staging area prior to the 10:00 am start will be the First Baptist Church Community Center at 206 East 23<sup>rd</sup> Avenue.

Thanks again for your time this evening, and for your support of the American Red Cross and our spring "Sound the Alarm" event here in Bellevue.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

8a  
4.23.18

COUNCIL MEETING DATE:	04-09-2018	AGENDA ITEM TYPE:	
SUBMITTED BY:  Sabrina Ohnmacht, City Clerk		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input checked="" type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Application of St. Bernadette's Church for a Special Designated Liquor License" to sell beer at their annual festival on the church grounds on Saturday, July 7 2018 from 6:00 p.m. to 10:00 p.m. and on Sunday, July 8, 2018 from 12:00 p.m. to 9:00 p.m.

SYNOPSIS:

This is an annual event for St. Bernadette's Church.

FISCAL IMPACT:

(2) One Day License Fee -- \$80.00

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Request Council approval.

BACKGROUND:

Special Designated Liquor License (SDLs) Applications are turned in directly to the City Clerk's Office. They are submitted to the City Council for review and recommendation, and then the applicant has to forward to the Nebraska Liquor Control Commission for issuance.

ATTACHMENTS:

1	Application	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

  
n/a

FINANCE APPROVAL:

n/a

LEGAL APPROVAL:

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

**Special Designated License  
Local Recommendation Form**

**ST. BERNADETTE CATHOLIC CHURCH**

Retail Liquor License Name or Non-Profit Organization

**7600 SOUTH 42ND STREET, BELLEVUE, NE 68147**

Retail Liquor License Address or Non-Profit Business Address

**47-0490692**

Retail License Number or Non-Profit Federal ID # (Form #201 must be submitted as attachment)

Event Date(s): 07/07/2018 07/08/2018

Event Time(s): 8:00PM TO 10:00 PM 12:00 PM TO 9:00 PM

Alternate Date: NONE

Alternate Location Building & Address: NONE

Event Building Name: ST. BERNADETTE CATHOLIC CHURCH

Event Street Address/City: 7600 SOUTH 42ND STREET, BELLEVUE, NE 68147

Indoor area to be licensed in length & width: 80' X 50'

Outdoor area to be licensed in length & width: 600' X 400' (Diagram Form #109 must be attached)

Type of Event: CHURCH FESTIVAL Estimate # of attendees: 500

Type of alcohol to be served: Beer X Wine \_\_\_\_\_ Distilled Spirits \_\_\_\_\_  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: ANDREW P. FLANAGAN  
(Please print)

Event Contact Phone Number: 402-881-5861

Event Contact Email: anmflanagan@cox.net

Local Governing Body completes below:

The local governing body for the City or County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above.

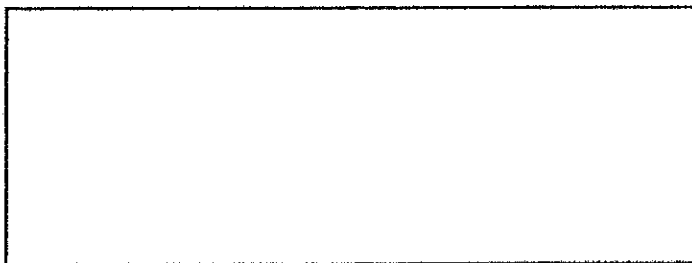
Local Governing Body Authorized Signature

Date



**APPLICATION FOR SPECIAL  
DESIGNATED LICENSE  
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)



**This page is required to be completed by Non-Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

ST. BERNADETTE CATHOLIC CHURCH, BELLEVUE, NE

NAME OF CORPORATION

47-0490692

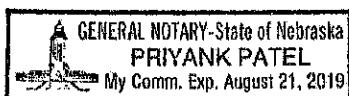
FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 15<sup>th</sup> DAY OF March, 2018

NOTARY PUBLIC SIGNATURE & SEAL



**REQUEST FOR EXEMPTION FOR WAIVER OF DOUBLE FENCING RULE**

**(MUST BE SENT WITH APPLICATION A MINIMUM OF 30 DAYS PRIOR TO THE DATE OF THE EVENT)**

**WHY DOUBLE FENCING IS NOT AVAILABLE** SIZE AND LAYOUT OF GROUNDS

**TYPE OF FENCING TO BE USED** NONE

**HEIGHT OF FENCING TO BE USED** N/A

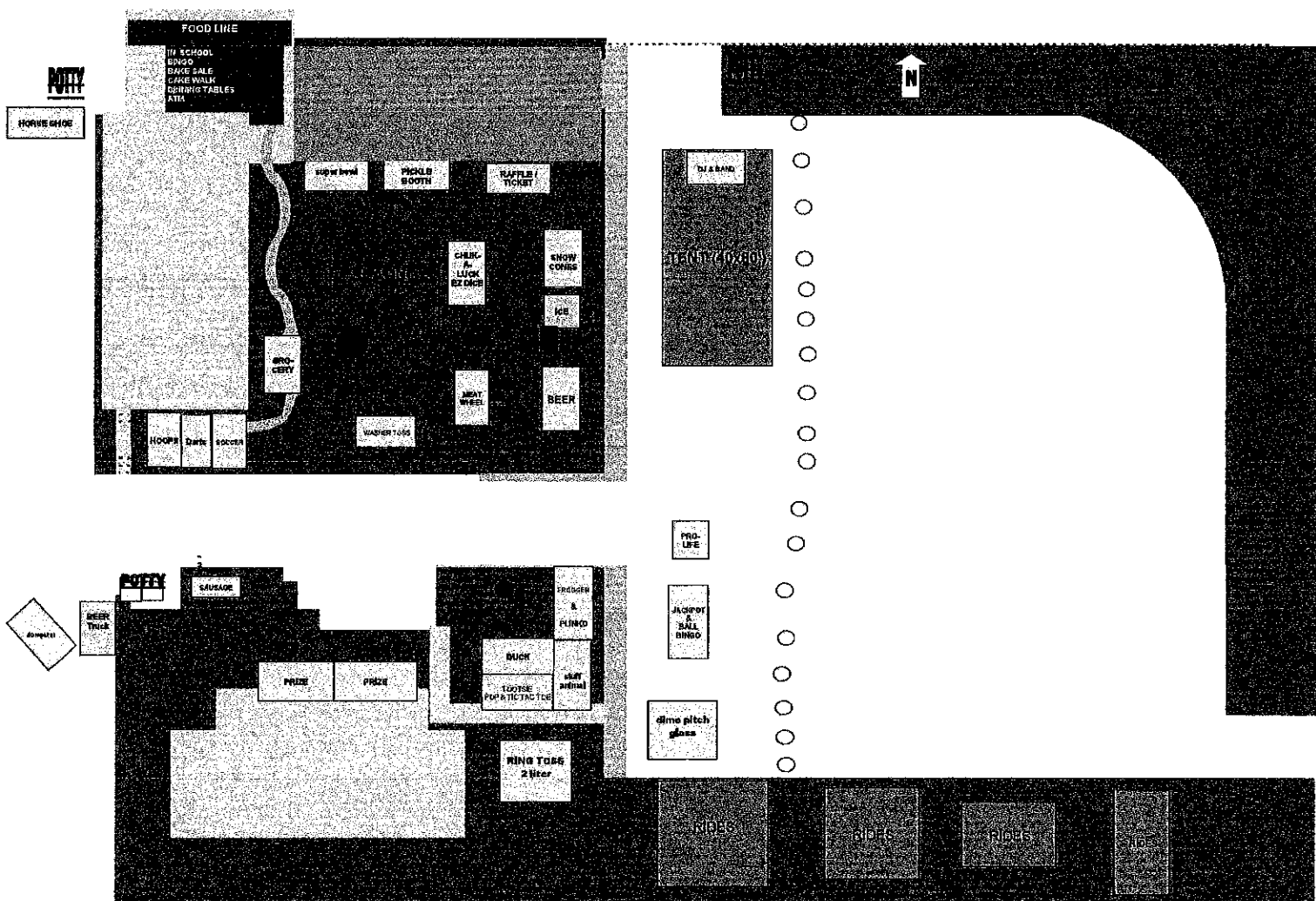
**HOW AREA WILL BE PATROLLED** SECURITY BY OFF-DUTY POLICE

**EXPECTED NUMBER OF ATTENDEES** 500

**DIAGRAM OF PROPOSED AREA:**

(DIAGRAM PROVIDED IN SEPARATE ATTACHMENT)

# 2018 St Bernadette Festival



APPLICATION FOR A  
SPECIAL DESIGNATED LIQUOR LICENSE

POLICE REPORT

DATE OF COUNCIL MEETING: 04-09-18 Due to City Clerk: ASAP

APPLICANT: St. Bernadette Catholic Church dba same

LOCATION/ADDRESS: 7600 South 42<sup>nd</sup> Street, Bellevue, 68147

REQUESTED ACTION: Approval of a Special Designated Liquor License to sell beer in a beer garden on the church grounds during a church festival on July 7 from 6:00 p.m. until 10:00 p.m. and on July 8, 2018, from 12:00 p.m. to 9:00 p.m.

Event Supervisor: Andy Flanagan Phn #: 402-881-5861  
E-mail: anmflanagan@cox.net

COMMENTS:

~~10/15~~  
*Approved - Sgt. Pat B.*  
*W-4-18*

86  
4.23.18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	04/23/18	AGENDA ITEM TYPE:
SUBMITTED BY:  Sabrina Ohnmacht, City Clerk		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input checked="" type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

SDL Application -- Willow Springs Bottling Co., dba "Cornhusker Beverage Mart" - Fundraiser

SYNOPSIS:

SDL Application for Cornhusker Beverage Mart to sell beer, wine, and distilled spirits at a Fundraiser for the Bellevue East Booster Club being held at the Bellevue University "High Rise" Building, 1000 Galvin Road South in Bellevue, on May 12, 2018, from 3:00 p.m. to 12:00 a.m.

FISCAL IMPACT:

\$40 fee payable to City

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

n/a

RECOMMENDATION:

The Police have reviewed the application and given feedback(see attached). Request Council approval.

BACKGROUND:

Special Designated Liquor License (SDLs) Applications are turned in directly to the City Clerk's Office. They are reviewed by the Police and then submitted for Council to review and give approval.

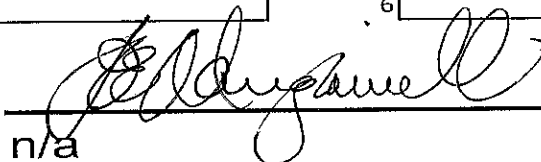
ATTACHMENTS:

- 1 Application
- 2 Review Sheet from Police
- 3

- 4
- 5
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:



FINANCE APPROVAL:

n/a

LEGAL APPROVAL:

n/a

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

**Special Designated License  
Local Recommendation Form**

**Willow Springs Bottling Co.Inc. DBA Cornhusker Beverage Mart**

**Retail Liquor License Name or Non-Profit Organization**

**85101 K Street, Omaha, NE 68127,, Douglas County #1**

**Retail Liquor License Address or Non-Profit Business Address**

**CK 117309**

**Retail License Number or Non-Profit Federal ID # (Form #201 must be submitted as attachment)**

**Event Date(s):** 5-12-2018

**Event Time(s):** 3pm to 12am

**Alternate Date:** None

**Alternate Location Building & Address:** \_\_\_\_\_

**Event Building Name:** Bellevue University New High Rise Building

**Event Street Address/City:** 1000 Galvin Road South, 68005

**Indoor** area to be licensed in length & width: 80 X 100

**Outdoor** area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_ (Diagram Form #109 must be attached)

**Type of Event:** Fund raiser for Bellevue East Booster Club **Estimate # of attendees:** 125

**Type of alcohol to be served:** Beer X Wine X Distilled Spirits X  
(If not marked, you will not be able to serve this type of alcohol)

**Event Contact Name:** James Sobczyk

(Please print)

**Event Contact Phone Number:** cell 402-216-4168 Work 402-331- 5404

**Event Contact Email:** info@cornhuskerbeveerage.com

**Local Governing Body completes below:**

The local governing body for the City/County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above.

\_\_\_\_\_  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date

APPLICATION FOR SPECIAL DESIGNATED LIQUOR LICENSE

POLICE REPORT

DATE OF COUNCIL MEETING: 04-23-18 Due to City Clerk: by one 04-18-18

APPLICANT: Willow Springs Bottling Co, Inc. dba "Cornhusker Beverage Mart"

LOCATION/ADDRESS: Bellevue University "High Rise" Building., 1000 Galvin Road South

REQUESTED ACTION: Approval of a Special Designated Liquor License to sell beer, wine & distilled spirits at a fundraiser for the Bellevue East Booster Club on May 12, 2018, from 3:00 p.m. until 12:00 a.m.

INDIVIDUALS TO BE CHECKED:

Name & Address

D.O.B.

S.S.N.

Jim Sobczyk, Owner/Manager 402.331.5404

6-17-49

No personal info is listed on SDL App.

COMMENTS:

Approved

Sgt. Paul D'S

4-16-18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12a  
4.23.18

COUNCIL MEETING DATE:	04-23-18	AGENDA ITEM TYPE:	
SUBMITTED BY:  Sabrina Ohnmacht, City Clerk		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:

Event License Application - Bellevue Bazaar

SYNOPSIS:

A Bridal Boutique & Tux/Margie Guy is applying for an Event License for the Bellevue Bazaar- Flea Market, Craft/Vendor Event, to be held July 21, 2018, in Haworth Park from 10:00 a.m. to 5:00 p.m..

FISCAL IMPACT:

\$50 Event License Fee

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approval of the Event.

BACKGROUND:

ATTACHMENTS:

- 1 Application
- 2 Comments from PD, Streets & Parks
- 3

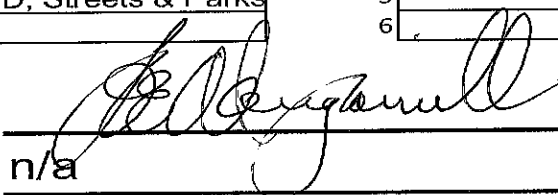
- 4
- 5
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



n/a

n/a





## CITY OF BELLEVUE

## APPLICATION FOR EVENT LICENSE

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

Date: 4/2/18

APPLICANT (Name/Address/Phone #): Margie Guy  
2902 Hancock St Lot 148 Bellevue NE 68005 402.301.5239

CORPORATION (Name/Address): Bellevue Bazaar / Abigail Boutique & Jew  
2243 Franklin St Bellevue NE 68005 402.502.0099

CORPORATION OFFICERS: \_\_\_\_\_

PROPOSED ACTIVITY: Bellevue Bazaar Flea Market  
Craft / Vendor Event

DAY/DATE OF PROPOSED ACTIVITY: 7/21/18 Saturday

LOCATION OF PROPOSED ACTIVITY: Hayworth Park

HOURS OF OPERATION: 10-5

WHAT PROVISIONS, IF APPLICABLE, HAVE BEEN MADE FOR THE FOLLOWING:

1. Sanitary Facilities: A Relief Svcs
2. Running Water: OnSite
3. Power: will be brought in
4. Parking: OnSite -
5. Insurance: as needed

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

Signature of Applicant: 

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on \_\_\_\_\_.

City Council hearing date: \_\_\_\_\_

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

*Non Profit / Fund  
Event Raising*

NOTE: Police Dept./Parks Dept./Street Dept. make recommendations on reverse side.

NON Profit Event  
Fundraising for  
Food Pantry / Belknap  
together

Police Department Recommendations:

Traffic Control /  
General safety of Patrons as need

Similar to River Fest

3-5 officers will probably be  
needed.

Fire Department - Support as needed

Similar to River Fest

100 - 200 Vendors  
1 - 3000 Attendance Shooting for 1st  
Year

Parks Department Recommendations:

Trashcans

- Picnic Tables

- Area Mowed

- Fencing Post Resecured ~~of~~ Before event ~~after~~ after riverfest

- Chamber has allowed us to keep up for 2 weeks  
for event.

Similar to River Fest

Street Department Recommendations:

ADA Signs <Handicap>

One way Street Signs

Barricades as needed

Same as River Fest

\* will have 1-2 planning meeting with needed department  
People to finalize all needed things leading up to event

# Streets

**Sabrina Ohnmacht**

---

**From:** Bobby Riggs  
**Sent:** Monday, April 16, 2018 12:41 PM  
**To:** Sabrina Ohnmacht; Rob Bailey; Larry Lampman; Brian Madison; Brian Madison  
**Subject:** RE: Event Licenses for your Review (3)  
**Attachments:** Event Lic. App - Riverfest 2018.pdf; Event Lic App - Bllvu Bazaar 2018.pdf; Event Lic App - OT tr.or.tr.pdf

- Riverfest, July 6-8 – No conflicts, issues. Will work with PD and Parks to coordinate prep work and barricading.
- Bellevue Bazaar, July 21 – Provided PD and Parks have no issues with the proposal, we will coordinate for barricading needs.
- Olde Towne Trick or Treat, October 28 – Provided equipment and OT is approved for Sunday, we will coordinate with the request as presented.

**Bobby Riggs**  
**Street Superintendent**  
**City of Bellevue**  
Office: (402) 293-3126  
Fax: (402) 293-3077  
E-mail: [Bobby.Riggs@bellevue.net](mailto:Bobby.Riggs@bellevue.net)

---

**From:** Sabrina Ohnmacht  
**Sent:** Monday, April 16, 2018 8:47 AM  
**To:** Rob Bailey; Larry Lampman; Brian Madison; Bobby Riggs; Brian Madison  
**Subject:** Event Licenses for your Review (3)

Please get any feedback on these to me by Wednesday at 1:00 p.m.

Thank you!  
Sabrina

*Sabrina Ohnmacht, CMC*  
*City Clerk*

City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
Phone 402.293.3007  
Fax 402.293.3068  
[sabrina.ohnmacht@bellevue.net](mailto:sabrina.ohnmacht@bellevue.net)  
\*\*please note new street address\*\*

# Parks

**Sabrina Ohnmacht**

---

**From:** Brian Madison  
**Sent:** Monday, April 16, 2018 1:12 PM  
**To:** Bobby Riggs; Sabrina Ohnmacht; Rob Bailey; Larry Lampman  
**Subject:** RE: Event Licenses for your Review (3)

I concur with Bobby's remarks.

Thanks,  
Brian

Brian Madison, MPA, CEP  
Parks Superintendent  
City of Bellevue  
8201 S 42 Street Suite 106  
Bellevue, Nebraska 68147  
402-682-6618 (Direct Office Line)  
402-515-8489 (Cell Phone)  
402-293-3089 (Fax)  
402-293-3122 (Park Office)  
[brian.madison@bellevue.net](mailto:brian.madison@bellevue.net)  
"Beautiful Parks Make a Beautiful City"

---

**From:** Bobby Riggs  
**Sent:** Monday, April 16, 2018 12:41 PM  
**To:** Sabrina Ohnmacht; Rob Bailey; Larry Lampman; Brian Madison; Brian Madison  
**Subject:** RE: Event Licenses for your Review (3)

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**Bobby Riggs**  
Street Superintendent  
City of Bellevue  
Office: (402) 293-3126  
Fax: (402) 293-3077  
E-mail: [Bobby.Riggs@bellevue.net](mailto:Bobby.Riggs@bellevue.net)

Police

**Sabrina Ohnmacht**

---

**From:** Rob Bailey  
**Sent:** Monday, April 16, 2018 1:26 PM  
**To:** Brian Madison; Bobby Riggs; Sabrina Ohnmacht; Larry Lampman  
**Subject:** RE: Event Licenses for your Review (3)

All good from my end.

Sgt. Bailey

---

**From:** Brian Madison  
**Sent:** Monday, April 16, 2018 1:12 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Sabrina Ohnmacht <sabrina.ohnmacht@bellevue.net>; Rob Bailey <Rob.Bailey@bellevue.net>; Larry Lampman <Larry.Lampman@bellevue.net>  
**Subject:** RE: Event Licenses for your Review (3)

I concur with Bobby's remarks.

Thanks,  
Brian

Brian Madison, MPA, CEP  
Parks Superintendent  
City of Bellevue  
8201 S 42 Street Suite 106  
Bellevue, Nebraska 68147  
402-682-6618 (Direct Office Line)  
402-515-8489 (Cell Phone)  
402-293-3089 (Fax)  
402-293-3122 (Park Office)  
[brian.madison@bellevue.net](mailto:brian.madison@bellevue.net)  
"Beautiful Parks Make a Beautiful City"

---

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126  
4-23-18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	04-23-18	AGENDA ITEM TYPE:
SUBMITTED BY:  Sabrina Ohnmacht, City Clerk		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:

Request for approval of activities associated with the Olde Towne Trick or Treat Event

SYNOPSIS:

A Bridal Boutique & Tux/Margie Guy is applying for an Event License for the Olde Towne Trick or Treat Event to be held October 28, 2018, with set-up from 3-4, the event from 4-6:30, and tear-down/clean-up from 6:30-7:00.

FISCAL IMPACT:

Employee time and equipment for closing streets and providing security.  
\*\* Requesting the \$50 Event License Fee be waived \*\*

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approval of the Event.

BACKGROUND:

ATTACHMENTS:

- 1 Application
- 2 Comments from PD, Streets & Parks
- 3

- 4
- 5
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:

n/a

FINANCE APPROVAL:

n/a

LEGAL APPROVAL:



## CITY OF BELLEVUE

## APPLICATION FOR EVENT LICENSE

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

Date: 4/2/18APPLICANT (Name/Address/Phone #): MARIE GAY  
2902 Hancock St #148 Bellevue NE 68005 4023015239CORPORATION (Name/Address): AbeidalBoutique & Jew  
2243 Franklin St Bellevue NE 68005 4025020099

CORPORATION OFFICERS: \_\_\_\_\_

PROPOSED ACTIVITY: Olde Towne Bellevue Trick or TreatDAY/DATE OF PROPOSED ACTIVITY: 10/28/18 3-7 Event 4-6<sup>30</sup>LOCATION OF PROPOSED ACTIVITY: Olde Towne BellevueHOURS OF OPERATION: 3-7 actual Event 4-6<sup>30</sup> pm

WHAT PROVISIONS, IF APPLICABLE, HAVE BEEN MADE FOR THE FOLLOWING:

1. Sanitary Facilities: N/A
2. Running Water: N/A
3. Power: N/A
4. Parking: Outlying Streets
5. Insurance: N/A

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

Signature of Applicant: [Signature]

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on \_\_\_\_\_, \_\_\_\_\_.

City Council hearing date: \_\_\_\_\_

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

NON Profit  
Event

NOTE: Police Dept./Parks Dept./Street Dept. make recommendations on reverse side.

would like to have fee waived if possible to not have to  
charge business that are brick + mortar in olde towne.  
only outside businesses that come in would be charged \$5.00 each  
for the use of the streets & website costs.

Police Department Recommendations: Patrol + Security for event as needed

Parks Department Recommendations: - Trash Cans in Old Towne to support  
15K Plus people

- Bleachers used @ for parades put in same place  
on North side of mission for seating

Street Department Recommendations: Block off Roads with City Trucks

@ Hancock + Mission

23rd + Franklin

Washington + Mission

Jefferson + 23rd

Franklin + 21st Approx

Others as city sees fit for Safety of Public

Barricade for sure @ alley on Hancock between Mission / 23rd

\* Will plan for 1-2 Meetings w/ Heads of Departments as needed leading up to event



# Streets

**Sabrina Ohnmacht**

---

**From:** Bobby Riggs  
**Sent:** Monday, April 16, 2018 12:41 PM  
**To:** Sabrina Ohnmacht; Rob Bailey; Larry Lampman; Brian Madison; Brian Madison  
**Subject:** RE: Event Licenses for your Review (3)  
**Attachments:** Event Lic. App - Riverfest 2018.pdf; Event Lic App - Blivu Bazaar 2018.pdf; Event Lic App - OT tr.or.tr.pdf

- Riverfest, July 6-8 – No conflicts, issues. Will work with PD and Parks to coordinate prep work and barricading.
- Bellevue Bazaar, July 21 – Provided PD and Parks have no issues with the proposal, we will coordinate for barricading needs.
- Olde Towne Trick or Treat, October 28 – Provided equipment and OT is approved for Sunday, we will coordinate with the request as presented.

**Bobby Riggs**  
**Street Superintendent**  
**City of Bellevue**  
Office: (402) 293-3126  
Fax: (402) 293-3077  
E-mail: Bobby.Riggs@bellevue.net

---

**From:** Sabrina Ohnmacht  
**Sent:** Monday, April 16, 2018 8:47 AM  
**To:** Rob Bailey; Larry Lampman; Brian Madison; Bobby Riggs; Brian Madison  
**Subject:** Event Licenses for your Review (3)

Please get any feedback on these to me by Wednesday at 1:00 p.m.

Thank you!  
Sabrina

**Sabrina Ohnmacht, CMC**  
**City Clerk**

City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
Phone 402.293.3007  
Fax 402.293.3068  
[sabrina.ohnmacht@bellevue.net](mailto:sabrina.ohnmacht@bellevue.net)

**\*\*please note new street address\*\***

Parks

**Sabrina Ohnmacht**

---

**From:** Brian Madison  
**Sent:** Monday, April 16, 2018 1:12 PM  
**To:** Bobby Riggs; Sabrina Ohnmacht; Rob Bailey; Larry Lampman  
**Subject:** RE: Event Licenses for your Review (3)

I concur with Bobby's remarks.

Thanks,  
Brian

Brian Madison, MPA, CEP  
Parks Superintendent  
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8201 S 42 Street Suite 106  
Bellevue, Nebraska 68147  
402-682-6618 (Direct Office Line)  
402-515-8489 (Cell Phone)  
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"Beautiful Parks Make a Beautiful City"

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# Police

**Sabrina Ohnmacht**

---

**From:** Rob Bailey  
**Sent:** Monday, April 16, 2018 1:26 PM  
**To:** Brian Madison; Bobby Riggs; Sabrina Ohnmacht; Larry Lampman  
**Subject:** RE: Event Licenses for your Review (3)

All good from my end.

Sgt. Bailey

---

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**Sent:** Monday, April 16, 2018 1:12 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Sabrina Ohnmacht <sabrina.ohnmacht@bellevue.net>; Rob Bailey <Rob.Bailey@bellevue.net>; Larry Lampman <Larry.Lampman@bellevue.net>  
**Subject:** RE: Event Licenses for your Review (3)

I concur with Bobby's remarks.

Thanks,  
Brian

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CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12c.  
4.23.18

COUNCIL MEETING DATE:	04/23/2018	AGENDA ITEM TYPE:
SUBMITTED BY:  Sabrina Ohnmacht, City Clerk		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input checked="" type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input checked="" type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input checked="" type="checkbox"/>

SUBJECT:

Application for an Event License, Special Designated Liquor Licenses, and Fireworks Display for Riverfest, July 6-8, 2018

SYNOPSIS:

Bellevue Economic Enhancement Foundation, in partnership with the Bellevue Chamber of Commerce -- Applications for an Event License for Riverfest on July 6th from 4:00 p.m. to 1:00 a.m. the 7th from 6:00 a.m. to 1:00 a.m., and the 8th from 6:00 a.m. to 4:00 p.m.; SDLs to sell beer, wine & distilled spirits from 3:00 p.m. to 1:30 a.m. on the 6th and from 10:00 a.m. until 1:30 a.m. on the 7th, and permission for a fireworks display on Saturday night (7th) in Haworth Park.

FISCAL IMPACT:

\$50 for the Event License and \$80 for the SDLs in Revenue.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

PD recommends approval. P.D., Parks and Streets have all signed off on the Application for Event License.

BACKGROUND:

This is for the annual Riverfest Event. There are three separate requests for approval: the Event License, the Special Designated Liquor License, and the request for the fireworks display. The company doing the fireworks display applies for the license through the State Fire Marshal's office, which the Fire Chief signs off on.

ATTACHMENTS:

- 1 Application for Event License
- 2 Application for SDLs
- 3 Ltr to Request Fireworks Display

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

n/a

n/a



## CITY OF BELLEVUE

## APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 and 5-37, and hereby submits the following facts in support thereof:

Date: April 6, 2018

APPLICANT (Name/Address/Phone #): Jim Ristow, President/CEO, Bellevue Economic Enhancement Foundation in partnership with the Bellevue Chamber of Commerce, 1102 Galvin Road South, Bellevue NE 68005 (402) 898-3000

CORPORATION (Name/Address): Bellevue Economic Enhancement Foundation in partnership with the Bellevue Chamber of Commerce, 1102 Galvin Road South, Bellevue NE 68005

CORPORATION OFFICERS: Tim Proskel Chair; Amanda Andrews, Chair Elect/Treasurer; Rusty Hike, Past Chair; Ralph Gladbach & Amanda Glazebrook

PROPOSED ACTIVITY: Community Festival to include but not limited to live music, fireworks, carnival, vendor village (food, crafts and commercial), bbq competition, kids/family inflatables, 5k run, car show, beer garden, helicopter rides, and commercial sponsored activities – The BBQ judging will take place on Sunday instead of Saturday; however, the carnival, vendors, etc will not be open on Sunday.

DAY/DATE OF PROPOSED ACTIVITY: Friday, July 6th 4:00 pm – 1:00 am; Saturday, July 7th 6:00 am – 1:00 am and Sunday July 8th from 6:00 am to 4:00 pm.

LOCATION OF PROPOSED ACTIVITY: Haworth Park, Highway 370 and Payne Drive

HOURS OF OPERATION: Friday, July 6th 4:00 pm – 1:00 am and Saturday, July 7th 6:00 am – 1:00 am & July 8th 6:00 am to 4:00 pm.

WHAT PROVISIONS, IF APPLICABLE, HAVE BEEN MADE FOR THE FOLLOWING:

1. Sanitary Facilities: A-Relief Services (both handicap and regular units)/On-site restrooms
2. Running Water: On-site
3. Power: On-site and portable generators, NMC, BFD, Weitz and Kiewit
4. Parking: on-site with assistance of Bellevue Police Department
5. Insurance: Special events policy with City, private insurance per vendor, fireworks vendor insurance, liquor liability policy, additional insured designation on rental contracts

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises

Signature of Applicant: 

### FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on \_\_\_\_\_.

City Council hearing date: \_\_\_\_\_

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

# Streets

**Sabrina Ohnmacht**

---

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

12c. 1  
4.23.18

**Special Designated License  
Local Recommendation Form**

**Bellevue Economic Enhancement Foundation**

Name of Retail Liquor Licensee or Non-Profit Organization

1036 Bruin Blvd Suite 119 Bellevue Nebraska 68005

Licensee Business Address or Non-Profit Business Address

47-0715106

Retail License Number or Non-Profit Federal ID # (Form #201 must be submitted as attachment)

Event Location: Haworth Park 2502 Payne Street Bellevue Nebraska 68005

Event Date & Time: 7/6/18- 3 PM to 1:30 AM & 7/7/18 10 AM - 1:30 AM

Alternate Date/Location: N/A

Description of area to be licensed in length & width: 450 ft ☒ 450 ft (city Park)

Indoor: ☐ Outdoor: ☒ (must include Form # 109 as attachment)

Type of Event: Community Festival Estimated # of attendees: 40000

Event Supervisor: James Ristow  
(Please print)

Contact Phone Number: 402-281-4997

Contact Email: president@bellevuenebraska.com

Local governing completes below:

City/County approving event: \_\_\_\_\_

\_\_\_\_\_  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date

APPLICATION FOR A  
SPECIAL DESIGNATED LIQUOR LICENSE

POLICE REPORT

DATE OF COUNCIL MEETING: 04-23-18 Due to City Clerk: by one 04-18-18

APPLICANT: Bellevue Economic Enhancement Foundation

LOCATION/ADDRESS: Haworth Park, Highway 370 and Payne Drive

REQUESTED ACTION: Request approval for a Special Designated Liquor License to serve beer, wine, and distilled spirits at the annual Riverfest event held in Haworth Park on July 6 from 3:00 p.m. to 1:30 a.m. and July 7 from 10:00 a.m. to 1:30 a.m.

Contact: Jim Ristow Phn #: 402.281.4997

COMMENTS:

Approved - 4-16-18

Sgt. Dan Ristow

12c.2  
4.23.18

## MEMO

To: Mayor Rita Sanders  
Bellevue City Council

From: Jim Ristow, President & CEO

Date: April 6, 2018

Re: RiverFest: Red, White and Que 2018 Community  
Festival – Fireworks

The Bellevue Economic Enhancement Foundation in partnership with the Bellevue Chamber of Commerce are thrilled to produce the annual RiverFest festival for the Bellevue-Offutt community. One of the highlights of the event is the Fireworks Display on Saturday evening, July 7th. In light of the City of Bellevue Fireworks Ordinance, I'd like to request permission from the City to have a fireworks display on Saturday, July 7th, 2018 at approximately 9:45 p.m. at Haworth Park.

Thank you for your time and consideration.






13a  
4.23.18

## City of Bellevue

Office of the City Administrator

April 13, 2018

To: Mayor Sanders, City Council President Moudry and  
Members of the Bellevue City Council

From: Joseph A. Mangiamelli, City Administrator 

Subject: Naming of entrance road in American Heroes Park after Former Mayor Jerry Ryan

Recommendation: Adopt Resolution No. 2018-12. Pursuant to Ordinance 3712, passed by the City Council on March 11, 2013 and Amending Ordinance 3821, passed by the City Council on September 24, 2015, approve Mayor Sander's request to name the entrance road in the American Heroes Park in honor of the service of Former Mayor Jerry Ryan.

Discussion: The City Code, as amended, provides for the naming of streets and public facilities after individuals who have made significant contributions to the city. Accordingly, Mayor Sanders has requested the roadway be named for Former Mayor Jerry Ryan.

Mayor Ryan served as Mayor from 1998 to 2006.

During Mayor Ryan's terms of office, the city was able to enter into an agreement with Nebraska Public Power District that provided for the removal of the former power station on the property and begin the process of developing a master plan for redevelopment of the property as a memorial park honoring American Heroes that continues today. In addition, he led the process for the installation of the wrought iron fencing around the city's cemetery; worked to bring the hospital, now Nebraska Medical Center to Bellevue; and, partnered with the state for the veterans home constructed on then city owned property.

The above cited ordinances allow for naming of a street or public facility "...when such person or entity has made a significant contribution to the city by enhancing the quality of life and well-being of the city and its citizens..." – this certainly describes the service of Former Mayor Ryan. Naming of the road is especially appropriate in this case for his work to move American Heroes Park from idea to reality.

Your favorable consideration and approval of this request is recommended.

**RESOLUTION NO. 2018-12**

WHEREAS, pursuant to Ordinance 3712, passed by the City Council on March 11, 2013 and Amending Ordinance 3821, passed by the City Council on September 24, 2015, Mayor Rita Sanders has recommended that the entry road into American Heroes Park be named "JERRY RYAN PLAZA" and,

WHEREAS, former Mayor Jerry Ryan, serving Bellevue from 1998 to 2006, was key in obtaining the agreement with Nebraska Public Power District that closed the former Kramer Power Station on the property and creating the vision for what has become American Heroes Park.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that the entry road into American Heroes Park shall be named "Jerry Ryan Plaza" and the naming shall be effective with the signage to be placed on May 4, 2018.


Approved and Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

  
\_\_\_\_\_  
City Attorney

14a  
4.23.18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	4/23/2018	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:

Addendum #2 to Geographic Information System (GIS) Interlocal Agreement

SYNOPSIS:

Request approval of Addendum #2 to GIS Interlocal Agreement

FISCAL IMPACT:

\$25,173 FY 2018; \$32,902 FY 2019

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-10-6502

RECOMMENDATION:

Approve the Addendum to GIS Interlocal Agreement to amend Exhibit A to include updates for the GIS coalition funding breakdown and to amend Exhibit B to include updates for the 2018 NIROC Oblique & Ortho Photography Cost Shares.

BACKGROUND:

Exhibit A reflects the GIS Coalition funding breakdown for operations and the City's share for aerial photos for FY 2016-19. Exhibit B reflects the breakdown of the costs for the aerial photos for each jurisdiction. Addendum #2 was approved by City Council on February 12, 2018, but due to a few minor changes in terminology this requires the recirculation of the Agreement. There is also a reduction in the aerial photography for 2018.

ATTACHMENTS:

1	Addendum #2 to GIS Interlocal Agreement
2	
3	

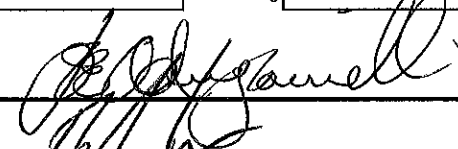
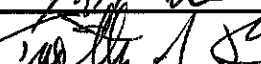

4	
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6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

**ADDENDUM #2 TO GEOGRAPHIC INFORMATION SYSTEM ("GIS")  
INTERLOCAL AGREEMENT**

This Addendum is entered into by and between City of Gretna, Nebraska ("Gretna"), City of Papillion, Nebraska ("Papillion"), City of Bellevue, Nebraska ("Bellevue"), City of La Vista, Nebraska ("La Vista"), City of Springfield, Nebraska ("Springfield"), (hereinafter collectively called "Cities" or a "City" when used in the singular), County of Sarpy, Nebraska, a body politic and corporate ("Sarpy"), and the Papio Missouri River Natural Resource District ("PMRNRD"), (collectively the "Parties" or "Party" when identifying each individually).

WHEREAS, the Parties have previously entered into an Interlocal Agreement and First Addendum to said Agreement in order to develop and implement a Geographic Information System ("GIS"); and,

WHEREAS, the Parties are desirous of amending the provisions of said Agreement and First Addendum by this Second Addendum.

NOW, THEREFORE, it is hereby agreed by and between the parties:

**I.**

The prior Agreement and Addendum between the parties is hereby amended by the terms of this Addendum.

**II.**

Exhibit A shall be amended to include updated Cost Shares for the 2018 Aerial Photo Share and the Total Cost Share for Fiscal Year 2019 shall be updated accordingly.

**III.**

Exhibit C outlining the 2018 Ortho Photography Cost Shares shall be added to and incorporated as part of the Agreement.

**IV.**

Each Party shall make payment and otherwise perform under the terms of the previous Agreement and the subsequent amendments thereto, applying the amendments of Exhibit A and C attached hereto.

**V.**

The remaining terms and conditions of said prior Agreement and Addendum shall remain unchanged.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereby affix our signatures and seals as shown on the following signature pages:



Governing Body:  
CITY OF GRETNA

---

James W. Timmerman, Mayor

ATTEST:

---

Tammy L. Tisdall, City Clerk

Seal

Approved as to form:

---

Gretna City Attorney

Governing Body:  
CITY OF PAPILLION

---

David Black, Mayor

ATTEST:

---

Nicole Brown, City Clerk

Seal

Approved as to form:

---

Papillion City Attorney

Governing Body:  
CITY OF BELLEVUE

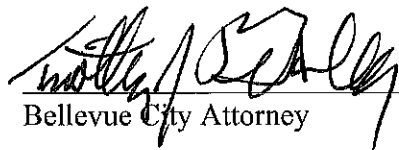
\_\_\_\_\_  
Rita Sanders, Mayor

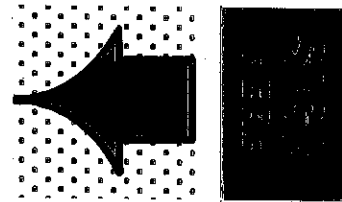
ATTEST:

\_\_\_\_\_  
Sabrina Ohnmacht, City Clerk

Seal

Approved as to form:

  
\_\_\_\_\_  
Bellevue City Attorney



Governing Body:  
CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pam Buethe, City Clerk

Seal

Approved as to form:

---

La Vista City Attorney

Governing Body:  
CITY OF SPRINGFIELD

---

Robert Roseland, Mayor

ATTEST:

---

Kathleen Gottsch, City Clerk

Seal

Approved as to form:

---

Springfield City Attorney

Governing Body:  
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

---

John Winkler, General Manager

ATTEST:

---

Seal

Approved as to form:

---

Attorney

Governing Body:  
SARPY COUNTY

---

Don Kelly, Chairman, Board of Commissioners

ATTEST:

---

Deb Houghtaling, County Clerk

Seal

Approved as to form:

---

D Attorney

### Exhibit C - 2018 Ortho Photography Cost Shares

Total Project Cost: \$30,900

#### 2018-19 NIROC Funding Breakdown:

<i>Jurisdiction</i>	<i>AOI Sq. Mi.</i>	<i>% Project Cost</i>	<i>Project Cost Share</i>
Bellevue	55	14.2%	\$4,397
Gretna	20	5.2%	\$1,604
La Vista	9	2.4%	\$750
Papillion	42	10.9%	\$3,380
Springfield	10	2.6%	\$801
Sarpy	248	64.6%	\$19,967
<b>Totals:</b>	<b>383</b>		<b>\$30,900</b>

\* City AOI Sq. Mi. reflects square mileage of ETJ as of 3/23/2019; Sarpy AOI reflects square mileage of the county



### Exhibit A - GIS Coalition Funding Breakdown

Member	# Parcels in Limits	% Parcels in Limits	# Parcels in Jurisdiction	% Parcels in Zoning Jurisdiction	Total %
Sarpy County	59011	66.2%	11895	20.2%	43.2%
Bellevue	17123	19.2%	22775	38.6%	28.9%
Gretna	1721	1.9%	3739	6.3%	4.1%
La Vista	4477	5.0%	7890	13.4%	9.2%
Papillion	6084	6.8%	11825	20.0%	13.4%
Springfield	668	0.7%	887	1.5%	1.1%
	89084		59011		

\*Calculated 1/4/2013 using parcel data from 1/1/2013 for reference

Annual Cost Shares FY2017-FY2019									
Member	% Share	Operations Share*			2016 Aerial Photo Share **	2018 Aerial Photo Share ***	Total Cost Share		
		FY17	FY18	FY19			FY17	FY18	FY19
Sarpy County	43.2%	\$27,302	\$27,985	\$28,685	\$17,016	\$14,405	\$44,318	\$45,001	\$60,105
Bellevue	28.9%	\$18,270	\$18,727	\$19,195	\$6,903	\$6,804	\$25,173	\$25,630	\$32,902
Gretna	4.1%	\$2,613	\$2,678	\$2,745	\$2,967	\$2,483	\$5,580	\$5,645	\$8,195
La Vista	9.2%	\$5,813	\$5,959	\$6,107	\$2,119	\$1,161	\$7,933	\$8,078	\$9,388
Papillion	13.4%	\$8,490	\$8,703	\$8,920	\$4,481	\$4,807	\$12,971	\$13,184	\$18,208
Springfield	1.1%	\$712	\$730	\$748	\$1,514	\$1,240	\$2,226	\$2,244	\$3,502
TOTAL		\$63,201	\$64,781	\$66,400	\$35,000	\$30,900	\$98,201	\$99,781	\$132,300

\* Total operations contributions reflects GIS Technician salary; increased annually by 2.5%

\*\* 2016 Aerial photo shares divided pro rata over final three years of agreement; see Exhibit B

\*\*\* 2018 Aerial photo project shares added to FY19; see Exhibit C

<b>Exhibit C - 2018 Ortho Photography Cost Shares</b>			
<b>Overall Project Figures:</b>	<b># Miles<sup>2</sup></b>	<b>Project Cost</b>	<b>Per Mile Cost</b>
	<b>272</b>	<b>\$30,900</b>	<b>\$114</b>
<b>2018-19 NIROC Funding Breakdown:</b>			
<i>Jurisdiction</i>	<i>AOI Sq. Mi.</i>	<i>% Project Cost</i>	<i>Project Cost Share</i>
Bellevue	55	22.0%	\$6,804
Gretna	20	8.0%	\$2,483
La Vista	9	3.8%	\$1,161
Papillion	39	15.6%	\$4,807
Springfield	10	4.0%	\$1,240
Sarpy	248	46.6%	\$14,405
			<b>\$30,900</b>

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

146  
4.23.18

COUNCIL MEETING DATE:	4/23/2018	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:

Renewal of Lottery Agreement Between the City of Bellevue and Advanced Gaming Technologies, Inc.

SYNOPSIS:

Advanced Gaming Technologies, Inc. (Contractor) has requested that the the Agreement term be extended for five additional years (through September 30, 2024) in exchange for an increase in the City Lottery Compensation Percentage to 9.25% from the current 8.25%. The current Lottery Contract Agreement, Amendment No. 7 dated September 13, 2013, expires September 30, 2019.

FISCAL IMPACT:

Increased revenue for the Community Betterment Fund. Estimated at \$90k annually.

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

Fund 50

RECOMMENDATION:

Approve Amendment No. 7 to the Lottery Contract Agreement By and Between Advanced Gaming Technologies, Inc. and the City of Bellevue extending the term of the contract to September 30, 2024.

BACKGROUND:

See attached Amendment and Contract History.

ATTACHMENTS:

- 1 Amendment No. 7
- 2 Lottery Contract and Prior Amendme
- 3

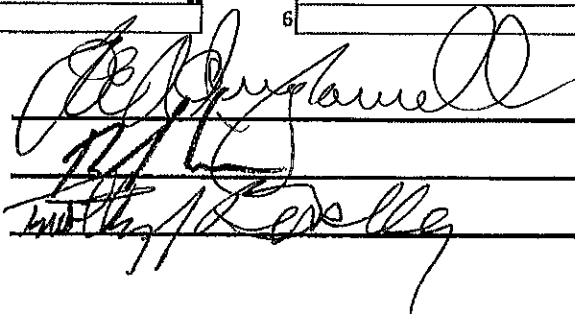
4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



**AMENDMENT NO. 7  
TO THE LOTTERY CONTRACTOR AGREEMENT BY AND BETWEEN  
ADVANCED GAMING TECHNOLOGIES, INC. AND  
THE CITY OF BELLEVUE**

THIS AMENDMENT NO. 7 ("Amendment") amends the Lottery Contractor Agreement dated September 13, 1999 ("Agreement") between Advanced Gaming Technologies, Inc., a Nebraska corporation doing business in Bellevue, Sarpy County, Nebraska ("Contractor") and the City of Bellevue, a municipal corporation of the first class in Sarpy County, Nebraska and a political subdivision of the State of Nebraska ("City"). The Agreement is hereby amended as follows:

1. Term. Pursuant to the provisions of Section 6.1 (a) of the Agreement, the term of the Agreement is hereby extended through September 30, 2024. Additionally, this Agreement may be renewed by Contractor for one additional term (Renewal Term) of five (5) years.

2. Notwithstanding any other provision in the Agreement, the "City Lottery Compensation Percentage" to be applied throughout the term of the Agreement, as extended by paragraph 1 of this Amendment, shall be increased from 8.25% to 9.25%.

3. Notwithstanding any other provision in the Agreement, the "Contractor Lottery Compensation Percentage" to be applied throughout the term of this Agreement, as extended by paragraph 1 of this Amendment, shall be decreased from 14% to 13%.

4. Paragraph 7.4 of the original Lottery Contractor Agreement shall be replaced with the following:

7.4 Contractor shall provide Finance Director access to the current financial statements of Contractor (if an individual), each officer of Contractor, each partner of Contractor, and any Person owning greater than 5% of any equity or other beneficial interest in Contractor. City acknowledges the financial statements and contents are confidential documents. Neither the statements nor the contents shall be disclosed except on a need to know basis or as required by law and then only to permit City to effect its rights or remedies hereunder or to otherwise enforce this Agreement. Contractor shall prohibit the transfer of its shares, equity interest, or partnership interests after the effective date of this Agreement; transfer of such interest in the Contractor is subject to approval by the City Council.

5. Ratification. Without prejudice to any provision of this Amendment, all covenants, terms and conditions of the Agreement, as previously amended by the City's approval of Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 and Amendment No. 6 are hereby ratified and confirmed.

ADVANCED GAMING TECHNOLOGIES, INC.,  
A Nebraska corporation "Contractor"

CITY OF BELLEVUE, A municipal  
corporation of the first class and Political  
subdivision in Sarpy County, NE "City"

BY: \_\_\_\_\_  
John D. Hassett, President

BY: \_\_\_\_\_  
Rita Sanders, Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

AMENDMENT NO. 6  
TO  
LOTTERY CONTRACT AGREEMENT  
BY AND BETWEEN  
BELLEVUE KENO CASINO, INC.  
AND  
THE CITY OF BELLEVUE

This Amendment No. 6 ("Amendment") to the Lottery Contract Agreement dated September 13, 1999 ("Agreement"), as amended prior to the date of this Amendment is entered into as of the 22nd day of September 2008 by and between Advanced Gaming Technologies, Inc., a Nebraska Corporation, successor in interest to Bellevue Keno Casino, Inc., ("Contractor"), and City of Bellevue, a municipal corporation of the first class in Sarpy County, Nebraska and a political subdivision of the State of Nebraska, ("City"). The Agreement is hereby amended as follows:

1. Term. Pursuant to the provisions of Section 6.1(a) of the Agreement, the Term of the Agreement is hereby extended through September 30, 2014, unless earlier terminated in accordance with its terms. Provided however, this Agreement may be renewed for one additional term (Renewal Term) of 5 years, provided Contractor is not in default, by the City upon request of Contractor which request shall be made in writing to the City no later than October 1, 2013.
2. Contingency. This Amendment is contingent upon Contractor adding to Contractor's Operation, a Keno Lottery Operation at Lot 1, West Bellevue Place, Replat V, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska by June 1, 2009. In the event the same is not added by such date, this Amendment shall be null and void.
3. Ratification. Without prejudice to any provisions on this Amendment, all covenants, terms and conditions of the Agreement, as previously amended by the Approval, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 are hereby ratified and confirmed.

Advanced Gaming Technologies, Inc.  
A Nebraska Corporation,

By: John Hassett  
Title: President  
Date: 9-22-08

City of Bellevue, a Municipal  
Corporation of the first class and a Political  
Subdivision in Sarpy County, Nebraska

By: Ed Babbitt  
Ed Babbitt, Mayor  
Date: 9-22-08



*Advanced Gaming Technologies*

---

Dan Berlowitz, Bellevue City Administrator  
210 West Mission Ave  
Bellevue, NE 68005

September 13, 2013

Hello Dan,

We would like to exercise the option to operate keno for the additional five years in Bellevue. This will extend our contract termination date until September 30<sup>th</sup>, 2019. Let me know if you have any questions or need any additional information.

Sincerely,

John Hassett  
Advanced Gaming Technologies  
Telephone: 402.618.0038

CC: Kay Dammast, Rich Severson

**AMENDMENT NO. 5  
TO  
LOTTERY CONTRACT AGREEMENT  
BY AND BETWEEN  
BELLEVUE KENO CASINO, INC.  
AND  
THE CITY OF BELLEVUE**

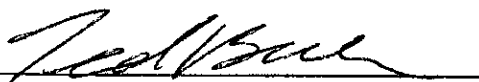
This Amendment No. 5 ("Amendment") to the Lottery Contract Agreement dated September 13, 1999 ("Agreement"), as amended prior to the date of this Amendment is entered into as of the 23<sup>rd</sup> day of March, 2004 by and between Bellevue Keno Casino, Inc., a Nebraska corporation ("Contractor"), and City of Bellevue, a municipal corporation of the first class in Sarpy County, Nebraska and a political subdivision of the State of Nebraska ("City"). The Agreement is hereby amended as follows:

1. Term. Pursuant to the provisions of Section 6.1(a) of the Agreement, the Term of the Agreement is hereby extended through September 30, 2009.

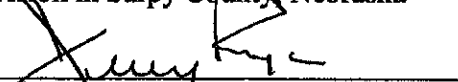
2. Notwithstanding any other provision in the Agreement, the "City Lottery Compensation Percentage" to be applied throughout the term of the Agreement, as extended by paragraph 1 of this Amendment, shall be 8.25%.

3. Ratification. Without prejudice to any provision of this Amendment, all covenants, terms and conditions of the Agreement, as previously amended by the Approval, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 are hereby ratified and confirmed.

BELLEVUE KENO CASINO, INC.,  
a Nebraska corporation

By:   
Title: President  
Date: April 14, 2004

CITY OF BELLEVUE, a Municipal  
Corporation of the first class and a Political  
Subdivision in Sarpy County, Nebraska

By:   
Title: Mayor  
Date: April 20, 2004

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_ day of March 2004 by and among the City of Bellevue, Nebraska, a municipality of the first class ("City"), Bellevue Keno Casino, Inc., a Nebraska corporation ("Assignor") and Advanced Gaming Technologies, Inc., a Nebraska corporation ("Assignee"). Unless otherwise defined in this Agreement, all capitalized term shall have the meaning ascribed to them by the Operator Agreement, as hereinafter defined.

WHEREAS, Assignor and City entered into a certain non-exclusive Lottery Operator Agreement ("Lottery Operator Agreement") as of September 13, 1999 that, subject to the terms and conditions of thereof, authorized Assignor to operate a Keno lottery for the City in accordance with the Nebraska County and City Lottery Act, Neb. Rev. Stat. §9-601 et. seq. and regulations pursuant thereto. The Lottery Operator Agreement was been amended pursuant to (i) a certain agreement dated September 21, 2002 by and among the Assignor, City and other parties (the, "Approval") and (ii) thereafter, by Amendment No. 2 dated as of September 23, 2002, by Amendment No. 3 dated as of March 24, 2003, by Amendment No. 4 dated as of March 22, 2004 and by Amendment No. 5 dated as of March 23, 2004. Accordingly, whenever used in this Agreement, the term "Operator Agreement" shall mean and include the Lottery Operator Agreement as the same was amended by any of the foregoing.

WHEREAS, Assignor desires to assign all of its right, title and interest in the Operator Agreement to Assignee and has requested the City to consent to and approve such assignment.

NOW THEREFORE, in consideration of the foregoing and of the agreements contained in this Agreement and subject to the covenants terms, conditions, provisions of this Agreement, City, Assignor and Assignee hereby agree as follows:

1. In accordance with the provisions of 13.6 of the Operator Agreement, City hereby consents to and approves Assignor's assignment of the Operator Agreement, including all of Assignor's rights, privileges, liabilities and obligations thereto and thereunder, to be effective as of the Operations Date (as defined in paragraph 8 of this Agreement); provided that City's consent and approval is conditioned upon, and subject to, the remaining provisions of this Agreement.
2. Effective as of the Operations Date, Assignee hereby assumes and accepts all of Assignor's right, title and interest, in and to the Operator Agreement. In furtherance thereof, as of the Operations Date, Assignee shall be entitled to and shall assume and undertake all rights, privileges, obligations, liabilities, undertakings and responsibilities of the Contractor, of any nature whatsoever, as may be required or contemplated by Operator Agreement in accordance with its terms, whether or not existing, arising, resulting or occurring prior to the Operations Date.
3. Nothing in this consent and approval shall be construed to relieve or to release Assignor from any performance or other obligation or any liability, responsibility or undertaking required or contemplated by the Operator Agreement through September 12, 2004



("Term Date"), including (a) the obligation to provide an audit through the Term Date that would be required by Section 7.3 of the Operator Agreement if the Operator Agreement had then been terminated (the cost of such audit to be fully paid by the Assignor) or (b) any liability for "damages" by application of Section 11.1 that may result or arise from, out of, or in connection with the Contractor's Operation through the Term Date, for which Assignor shall be responsible and liable as if Assignor were also the Contractor through such date. Without limitation to the foregoing, it is understood by Assignor that (a) all representations, all warranties, all indemnity and similar obligations, all waivers and limitations of right, remedy or recourse made or undertaken by Assignor under the Operator Agreement or this Agreement, and (b) all rights, remedies or recourse of City against Assignor under the Operator Agreement or this Agreement shall survive the assignment, the Operations Date and the Term Date.

4. Notwithstanding any other provision in this Agreement, Assignor shall not be released from any obligation of Assignor existing under the Operator Agreement prior to the Operations Date (a) under Section 8 of the Operator Agreement in respect to the procuring and maintaining liability or other required insurance until one (1) year after the Operations Date or (b) to maintain the Operating Account or to provide a Prize Reserve, Letter of Credit or any bond pursuant to any of Section 5, Section 9 or Section 10 of the Operator Agreement until all of the same have been replaced by Assignee to the satisfaction of City. Without prejudice to Assignor under any agreement between Assignor and Assignee, the discharge and payment of any monetary or similar obligations or liabilities of Assignor to be made under the Operator Agreement or this Agreement shall be fully and unconditionally guaranteed by each of the Assignor and Assignee. It is the intention of City, Assignor and Assignee that such guarantee does not require that City seek any right, remedy or recourse against any other person as a condition precedent to enforce such guarantee against either Assignor or Assignee.
5. For purposes of Section 5.3 of the Operator Agreement, and Assignor's responsibility, liability and obligation thereunder, the "Annual period" referenced therein shall be construed to be modified to mean the Effective Date of the Operator Agreement through the Term Date, which Annual period, for the purposes of the remainder of Section 5.3 of the Operator Agreement, shall be construed to be the last Annual period. Accordingly, Assignor and Assignee acknowledge that City shall be entitled to be paid under Section 5.3 of the Operator Agreement for such last Annual period, the greatest of the amounts identified in Section 5.3, without regard to the \$50,000 limitation set forth in Section 5.3(c). In addition, to the extent that neither Assignor nor Assignee, jointly or severally, were compensated 14% during said Annual period or for the aggregate of the preceding Annual periods, neither Assignee nor Assignor shall have any recourse or remedy therefor, including any claim that it or they may not have been compensated 14% during said Annual period or the aggregate of such Annual periods, even though the Operator Agreement has not been terminated. The first Annual Period applicable the Keno Lottery Operation conducted by Assignee shall be deemed to commence as of the Term Date.
6. Assignor and Assignee, each only for itself, and not for the other, hereby represents and warrants, to City that (a) the execution, delivery, performance and compliance with all of

the terms of this Agreement have been duly and validity authorized by all necessary corporate or equivalent action; (b) the agreements of each herein contained constitute valid and binding obligations, enforceable against it in accordance with their terms; and (c) such its execution, delivery, performance and compliance with the terms of this Agreement does not (i) violate any law, rule or regulation applicable to it, (ii) violate any judgment or court order applicable to it, (iii) conflict with or result in a violation or breach of or constitute a default under any of the terms, conditions or provisions of its certificate of incorporation, bylaws or equivalent charter documentation, (iv) require the consent of any other person or governmental agency, including any court of any jurisdiction or court appointed individual other than the City and the State of Nebraska, or (v) result in a breach of or constitute (with or without notice or lapse of time or both) a default under any judgment or proceeding applicable to it or any material contract, note, indenture, mortgage, lease or other agreement to which it is a party or by which it is otherwise bound.

7. Assignee hereby further represents and warrants to City that as of the Operations Date all representations and warranties made by the Contractor in the Operator Agreement shall be true, accurate and complete as if made to City by Assignee as of such date, which representations and warranties by this reference are hereby deemed to be made by Assignee as part of this Agreement as if fully set forth herein.
8. Assignor and Assignee shall promptly notify City in writing of the date of the closing of the transaction contemplated by a certain Asset Purchase Agreement between them dated as of December 19, 2003, has been consummated. Such notice shall also specify the date ("Operations Date") that Assignee shall commence its Keno Lottery Operation; provided, however, that the City's consent contemplated by this Agreement shall not be deemed to have any force or effect and the Operations Date shall not be deemed to occur unless or until (a) all representations made by Assignor or Assignee are true, accurate and complete in all respects; (b) the State of Nebraska has notified City that (i) Assignee has been duly licensed and approved to conduct the Keno Lottery Operation and that all licenses and other contemplated by the Regulatory Requirements have been issued or satisfied to permit Assignee to conduct the Keno Lottery Operation at each Main Location and all Satellites where the Keno Lottery Operation is being conducted by Assignor as of the date of this Agreement, and (ii) all requirements, including an update of Nebraska Form 50G, related to Assignee's personnel have been met, (c) Assignor has furnished all financial or other records required by Section 7.1 or Section 7.4 to City, (d) all policies and certificates of insurance required by the Operator Agreement have been procured, maintained and provided to City, (e) all obligations relating to the Operating Account, the Prize Reserve, any Letter of Credit or bond required by application of Section 5, Section 9 or Section 10 of the Operator Agreement have been met to the satisfaction of City; provided any letter of credit provided to City by Assignee shall specify City shall be entitled to draw upon such letter of credit to collect any unpaid amounts required to be paid by Assignor or Assignee under, or by application of, this Agreement, including "damages" resulting or arising from, out of or in connection with this Agreement, because of any misrepresentation made by Assignee or Assignor in this Agreement or because of its or their breach of, or default under, any provision of this Agreement as if such action

such action by City were permitted by the Operator Agreement, (f) copies of liquor licenses in the name of Assignee have obtained for each facility being operated by Assignee in conjunction with the Contractors Operation as a Main Location, (g) copies of applicable agreements with each Satellite location in the name of Assignee or as assignee of Assignor have been provided to City, and (h) all payment obligations have been satisfied in respect to the costs of any audits conducted in furtherance of the Operator Agreement (other than the Assignor's audit contemplated by paragraph 3 of this Agreement).

9. To the extent required by the Operator Agreement, and conditioned upon and subject to assignee's compliance with any applicable Regulatory Requirements, City hereby approves, as of the Operations Date, each Main Location and each Satellite location currently operated as such by the Assignor as a Main Location and Satellite for the Keno Lottery Operation to be conducted by Assignee.

BELLEVUE KENO CASINO, INC.,  
a Nebraska corporation

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

Title: President

Date: April 14, 2004

CITY OF BELLEVUE, a Municipal  
Corporation of the first class and a Political  
Subdivision in Sarpy County, Nebraska

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

Title: Mayor

Date: April 20, 2004

ADVANCED GAMING TECHNOLOGIES,  
INC., a Nebraska corporation

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

Title: President

Date: 4-14-04

### **AFFIRMATION**

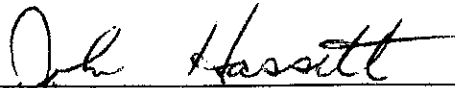
John Hassett, President of Advanced Gaming Technologies, Inc., a Nebraska corporation ("Assignee") makes this Affirmation pursuant to Paragraph 8 of the Assignment and Assumption Agreement dated March 22, 2004 by and among the City of Bellevue, Nebraska, a municipality of the first class ("City"), Bellevue Keno Casino, Inc., a Nebraska Corporation ("Assignor") and Assignee, and states as follows:

1. The representations contained in Paragraph 12 of the Lottery Contract Agreement dated September 13, 1999 between Assignor and City (the "Agreement") are true, accurate, and complete in all respects.

2. Assignee hereby confirms that it has assumed all obligations of Assignor under the Agreement as amended from time to time including, but not limited to any guarantees of payment due City under the Agreement.

Assignee makes this affirmation as an inducement to obtain City's consent to the assignment of the Agreement from Assignor to Assignee.

ADVANCED GAMING TECHNOLOGIES, INC.

BY   
John Hassett, President

## LEASE ASSIGNMENT AGREEMENT

This Lease Assignment Agreement is made by and between Bellevue Keno Casino, Inc., a Nebraska Corporation ("Assignor") and Advanced Gaming Technologies, Inc., a Nebraska corporation ("Assignee").

Pursuant to the Asset Purchase Agreement dated December 19, 2003 by and between Omaha First Corporation and Assignee (the "APA"), Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to all of the leases listed on Schedule 1 attached hereto.

Assignee assumes Assignor's obligations under such leases, but only to the extent described in the APA between the parties and others, and subject to the limitations described therein.

This Agreement shall be effective as of the closing of the APA referenced above.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

ASSIGNOR.  
Bellevue Keno Casino, Inc.

ASSIGNEE.  
Advanced Gaming Technologies, Inc.

By: Ted Baer

Name: Ted Baer

Date: 4-29-04

By: John Hassett

Name: John HASSETT

Date: 4-29-04

**AMENDMENT NO. 4  
TO  
LOTTERY CONTRACT AGREEMENT  
BY AND BETWEEN  
BELLEVUE KENO CASINO, INC.  
AND  
THE CITY OF BELLEVUE**

This Amendment No. 4 ("Amendment") is entered into as of the 22nd day of March, 2004 and amends the Lottery Contract Agreement ("Contractor's Operating Agreement") dated September 13, 1999 by and between Bellevue Keno Casino, Inc., a Nebraska corporation ("Contractor"), and City of Bellevue, a municipal corporation of the first class in Sarpy County, Nebraska and a political subdivision of the State of Nebraska ("City"), as previously amended through the date of this Amendment.

1. Bellevue's Big Red Lottery Services Ltd. Bellevue's Big Red Lottery Services Ltd., a Nebraska limited partnership ("Bellevue's Big Red"), entered into a Lottery Operator Agreement ("Bellevue's Big Red Operators Agreement") with the City as of November 27, 2000 that, subject to the terms and conditions of thereof, authorized Bellevue's Big Red to operate a Keno lottery for the City to operate a Keno lottery for the City in accordance with the Nebraska County and City Lottery Act, Neb. Rev. Stat. §9-601 et. seq. and regulations pursuant thereto.


2. Multi-Party Asset Exchange Agreement. Pursuant to a certain Multi-Party Asset Exchange Agreement (the, "Assignment") dated August 3, 2001, among multiple parties including Contractor and Bellevue's Big Red, Bellevue's Big Red sold, assigned and transferred to Contractor all of Bellevue's Big Red's rights, title and interest in and to the Bellevue's Big Red Operators Agreement to Contractor, and Contractor assumed and accepted all of Bellevue's Big Red's right, title and interest of Bellevue's Big Red under the Bellevue's Big Red Operators Agreement, together with certain of its liabilities and all of its performance and other obligations and responsibilities. The City consented to and approved the Assignment pursuant to and subject to the terms and conditions of certain agreement (the, "Approval") by and among parties including the Contractor, the City and Bellevue's Big Red. As part of the Approval and thereafter (as of September 23, 2002 and again on March 24, 2003), the Bellevue's Big Red Operators Agreement was duly amended by the parties. Accordingly, whenever used in this Amendment, the term "Bellevue's Big Red Operators Agreement" shall mean and include the Bellevue's Big Red Operators Agreement as the same was amended by any of the foregoing.

3. Ratification of Contractor's Assumption of the Bellevue's Big Red Operators Agreement. It is the purpose of this Amendment to clarify that the Contractors Operating Agreement shall mean and include all of Contractors responsibilities, liabilities and obligations of the Bellevue's Big Red Operators Agreement. Contractor herewith acknowledges the same and ratifies, confirms, agrees that, without prejudice to the Assignment or to the Approval, or any of their respective covenants, terms and conditions, the Contractors Operating Agreement shall be and hereby is amended as may be necessary and appropriate to include, as an integrated part thereof through the date of the expiration of the original term of the Bellevue's Big Red Operators Agreement, all covenants, terms, conditions of the Bellevue's Big Red Operators

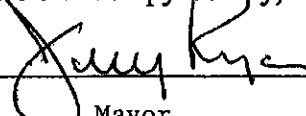
Agreement, including all liabilities thereunder and all performance or other obligations and responsibilities of either the Contractor or Bellevue's Big Red thereunder, whether arising or resulting from having entered into, or having been assigned, the Bellevue's Big Red Operators Agreement. The expiration of the original term of shall not be construed to obviate any provision or any right of any party under the Bellevue's Big Red Operators Agreement related to the survival of such party's right, remedy or recourse as contemplated by either of the Bellevue's Big Red Operators Agreement or the Approval.

4. Ratification. Without prejudice to any provision of this Amendment, all covenants, terms and conditions of Contractor's Operating Agreement, as previously amended by the Approval, Amendment No. 1, Amendment No. 2, and Amendment No. 3, are hereby ratified and confirmed.

BELLEVUE KENO CASINO, INC.,  
a Nebraska corporation

By:   
Title: President  
Date: April 14, 2004

CITY OF BELLEVUE, a Municipal  
Corporation of the first class and a Political  
Subdivision in Sarpy County, Nebraska

By:   
Title: Mayor  
Date: April 20, 2004

**AMENDMENT NO. 3  
TO  
LOTTERY CONTRACT AGREEMENT  
BY AND BETWEEN  
BELLEVUE KENO CASINO, INC. ("Contractor")  
AND  
THE CITY OF BELLEVUE ("City")**

This Amendment No. 3, dated as of March 24, 2003 ("Amendment No. 3"), to the Lottery Contract Agreement, dated as of September 13, 1999 ("Agreement"), by and among Bellevue Keno Casino, Inc., a Nebraska corporation ("Contractor"), and the City of Bellevue, Nebraska ("City"). All capitalized terms which are used in this Amendment No. 3 and are not defined shall have the meaning ascribed to them in the Agreement.

**WITNESSETH:**

WHEREAS, Contractor and City entered into Amendment No. 1, dated September 24, 2001; and

WHEREAS, Contractor and City entered into Amendment No. 2, dated September 23, 2002; and

WHEREAS, Contractor and City desire to enter into this Amendment No. 3 to make certain additional revisions to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. **PURPOSE.** It is the sole purpose of this Amendment to permit Contractor to modify its existing operations (i) to relocate the Main Location (as identified in the Agreement) of those operations from 3915 Harrison Street, Omaha, Nebraska ("Former Main Location") to Pharaoh's Bar and Grill, 901 Fort Crook Road, Bellevue, Nebraska, and (ii) to conduct a separate and independent ball draw Keno game (as defined in the Agreement) at the Former Main Location; provided, however, that the Former Main Location shall meet all provisions of the Agreement applicable to a Main Location and shall have all privileges associated therewith other than the right to conduct Satellite activity in connection with such separate and independent Keno game.

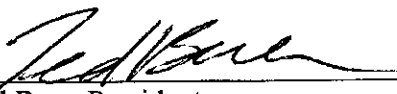
2. **MAIN LOCATION.** The Main Location shall be located at Pharaoh's Bar and Grill, 901 Fort Crook Road, Bellevue, Nebraska. All references in this Agreement to Main Location shall refer to the foregoing identified location.



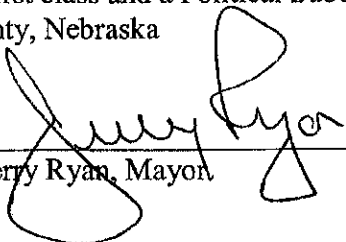
3. ADDITIONAL MAIN LOCATION. An additional Main Location (the "Additional Main Location") shall be allowed at 3915 Harrison Street, Omaha, Nebraska. Notwithstanding this approval for an Additional Main Location, Contractor shall not operate any Satellites from the Additional Main Location. Except to the extent inconsistent with Paragraphs 3.1(b) and (c) of the Agreement, and as further limited by this Amendment No. 3, all references in the Agreement to the Main Location shall be equally applicable to the Additional Main Location.

4. RATIFICATION. All other terms and conditions of the Agreement not modified by Amendment No. 1, Amendment No. 2 or this Amendment No. 3 are hereby ratified and confirmed in all respects.

BELLEVUE KENO CASINO, INC., a Nebraska  
corporation ("Contractor")

By:   
Ted Baer, President

CITY OF BELLEVUE, a Municipal Corporation of  
the first class and a Political Subdivision in Sarpy  
County, Nebraska

By:   
Jerry Ryan, Mayor

**AMENDMENT NO. 2  
TO  
LOTTERY CONTRACT AGREEMENT  
BY AND BETWEEN  
BELLEVUE KENO CASINO, INC. ("Contractor")  
AND  
THE CITY OF BELLEVUE ("City")**

This Amendment No. 2, dated as of September 23, 2002 ("Amendment No. 2") to the Lottery Contract Agreement dated as of September 13, 1999 ("Agreement") by and among Bellevue Keno Casino, Inc., a Nebraska Corporation ("Contractor") and the City of Bellevue, Nebraska ("City"). All capitalized terms which are used in this Amendment No. 2 and are not defined shall have the meaning ascribed to them in the Agreement.

**WITNESSETH**

WHEREAS, Contractor and City entered into Amendment No. 1 dated September 24, 2001; and

WHEREAS, Contractor and City desire to enter into this Amendment No. 2 to make certain additional revisions to the Agreement;

NOW, THEREFORE in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. **NEW SOFTWARE APPLICATIONS.** Notwithstanding anything in the Agreement to the contrary, Contractor, in order to install new software applications, is authorized to: (1) convert Pharaoh's Bar, 910 Fort Crook Road South, Bellevue, Nebraska to a Second Main Location; (2) operate a second Keno Lottery Game using said software applications at this Second Main Location via the use of a Random Number Generator; and (3) to implement the second Keno Lottery Game on a location by location basis at existing Satellites as the same is approved by the City Administrator; provided however Contractor shall maintain existing equipment and software applications at the second Main Location for each Satellite as a backup system to be implemented in the manner deemed appropriate by the City Administrator.

2. **MILLION DOLLAR KENO GAME.** The Million Dollar Keno Game is temporarily suspended until installation of the new software applications have been completed and approved by the Charitable Gaming Division of the Nebraska Department of Revenue.

3. **TIME.** This Amendment and the authorizations provided for herein shall automatically expire without further action ninety (90) days from September \_\_\_\_, 2002. Upon such expiration, Pharaoh's Bar shall return as a Satellite, and the Second Main Game and the Random Number Generator used therein shall cease.

4. **RATIFICATION.** All other terms and conditions of the Agreement not otherwise temporarily modified by this Amendment No. 2 are hereby ratified and confirmed in all respects.

BELLEVUE KENO CASINO, INC., a Nebraska  
Corporation ("Contractor")

BY   
TED BAER, President

CITY OF BELLEVUE, a Municipal Corporation of the first  
class and a Political Subdivision in Sarpy County,  
Nebraska

BY

  
JERRY RYAN, Mayor

## AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of the 21st day of September, 2001 ("Effective Date"), by and among the City of Bellevue, Nebraska, a municipality of the first class ("City"), Bellevue Keno Casino, Inc., a Nebraska corporation ("Bellevue Keno"), Bellevue's Big Red Lottery Services, Ltd., a Nebraska limited partnership ("Bellevue Big Red"), and Big Red Lottery Services, Ltd., a Nebraska limited partnership ("Big Red").

WHEREAS, the City entered into a certain non-exclusive Lottery Contractor Agreement ("Bellevue Keno Agreement") as of September 13, 1999, with Bellevue Keno; and

WHEREAS, the City entered into a separate non-exclusive Lottery Contractor Agreement ("Big Red Agreement") as of the November 27, 2000, with Bellevue Big Red; and

WHEREAS, Bellevue Big Red has requested to assign all of its right, title and interest in the Big Red Agreement, including all obligations contemplated by the Big Red Agreement, to Bellevue Keno, and Bellevue Keno is willing to assume all rights, privileges, obligations, liabilities and responsibilities of Big Red contemplated by the Big Red Agreement, except as otherwise provided in paragraph 2 of this Agreement (collectively, the "Assignment"); and

WHEREAS, after considering the impact of the proposed Assignment, the City Council concluded the Assignment, under the terms and conditions set forth in this Agreement, is in the best interest of the City and its residents.

NOW, THEREFORE, it is agreed by and among the Parties as follows:

1. The City hereby approves the Assignment of the Big Red Agreement by Bellevue Big Red to Bellevue Keno effective as of the Operations Date (as defined in paragraph 9 of this Agreement), subject to the remaining terms and conditions of this Agreement.
2. Effective as of the Operations Date, Bellevue Keno shall assume and undertake all rights, privileges, obligations, liabilities, undertakings and responsibilities of any nature whatsoever of the Contractor (as defined in the Big Red Agreement) as may be required or contemplated by the Big Red Agreement, other than the following:
  - (a) Bellevue Keno shall not be obligated to operate 910 Fort Crook Road South ("Ft. Crook Site") as a Main Location; provided, however, Bellevue Keno shall continuously conduct its Keno Lottery Operation (as defined in the Bellevue Keno Agreement) at the Ft. Crook Site, Century Lounge and, following licensing from the State, K.C. Steak & Spirits throughout the Term (as defined in the Bellevue Keno Agreement). To the extent required, each of the foregoing locations is hereby approved by the City as a Satellite for Bellevue Keno.

- (b) Bellevue Keno shall not be obligated to conduct the Big Red Keno Lottery Operation at any Main Location or Satellite location of Bellevue Keno.
  - (c) Bellevue Keno shall have no obligation in respect to Bellevue Big Red's guarantee in connection with net proceeds derived from the sales of pickle cards, which obligation is identified in the last sentence of Section 2.2(a) of the Big Red Agreement; provided however, (i) such obligation shall remain the joint and several obligation of Bellevue Big Red and Big Red; (ii) no proceeds derived from any sales of pickle cards by Bellevue Keno during the Term shall be used to set off any portion of such obligation; and (iii) Big Red shall continue to report to the City in respect to the Section 2.2(a) obligation in accordance with Section 2.2(c) of the Big Red Agreement.
  - (d) The provisions of Section 8, Section 9 and Section 10 of the Big Red Agreement shall not be construed to require Bellevue Keno to furnish any additional insurance, bond or other security beyond that currently required in the same sections of the Bellevue Keno Agreement.
3. For purposes of Section 5.3 of the Big Red Agreement, the "Annual period" referenced therein shall be modified to mean the Effective Date of the Big Red Agreement through the close of the Operations Date, which Annual period, for the purposes of the remainder of Section 5.3 of the Big Red Agreement, shall be construed to be the last Annual period of the Term of the Big Red Agreement. Accordingly, Bellevue Big Red, Big Red and Bellevue Keno acknowledge that City shall be entitled to be paid under the Big Red Agreement for such Annual period, the greatest of the amounts identified in Section 5.3, without regard to the \$50,000 limitation set forth in Section 5.3(c). In addition, although Bellevue Big Red may not have been compensated its full 14% during said Annual period, neither Bellevue Big Red, Big Red nor Bellevue Keno shall have any recourse or remedy (which recourse or remedy is hereby waived), including any right to claim or credit any deficiency which may otherwise inure to any of them because Bellevue Big Red may not have been compensated its full 14% during said Annual period even though the Big Red Agreement has not been terminated.
4. (a) Nothing in this Agreement nor City's approval of the Assignment shall be construed to terminate the Big Red Agreement, nor to relieve or release Bellevue Big Red from any liability, obligation or undertaking thereunder other than the following: (i) Bellevue Big Red shall be released from any obligation under Section 8 of the Big Red Agreement in respect to the procuring and maintenance of liability or other insurance as of one (1) year after the Operations Date; and (ii) the Letter of Credit and bond currently maintained or provided by Bellevue Big Red with the City pursuant to Section 9 of the Big Red Agreement shall be released by the City upon City's acceptance of a satisfactory audit required by Section 7 of the Big Red Agreement (the cost of which shall be fully paid by Big Red) showing that all

monetary obligations of Bellevue Big Red through the Operations Date have been satisfied, including such obligations of Bellevue Big Red or Bellevue Keno with respect to the modified provisions of Section 5.3 of the Big Red Agreement. Without prejudice to Bellevue Keno's assumption thereof, the performance and indemnity obligations of Bellevue Big Red under the Big Red Agreement, including the discharge and payment of any monetary or similar obligations or liabilities of Big Red under the Big Red Agreement shall be fully and unconditionally guaranteed by Big Red. It is the intention of the Parties that Big Red's guarantee hereunder does not require that City seek any right, remedy or recourse against any other person as a condition precedent to enforce such guarantee against Big Red.

- (b) Notwithstanding the provisions of paragraph 4(a) of this Agreement, neither Bellevue Big Red nor Big Red shall be required to operate the Keno Lottery Operation of either Bellevue Big Red or Bellevue Keno within the City following the Operations Date unless the City has first terminated the Bellevue Keno Agreement in accordance with the provisions of the Bellevue Keno Agreement. In the event the Bellevue Keno Agreement is so terminated at any time within the remaining Term, or any renewal Term (whether or not the Big Red Agreement may have then been terminated or may have expired), then Big Red and Big Red Lottery Services Ltd. shall be obligated to undertake all Keno Lottery Operations of Bellevue Keno within the City; provided, however, that to the extent that either Bellevue Big Red or Big Red, having first exercised its best efforts, is unable operate a Main Location at the Ft. Crook Site or at Bellevue Keno's Main Location, they shall be permitted to use an alternative Main Location complying with the Main Location criteria then in effect or established by the City.
  - (c) In the event of the application of paragraph 4(a) or 4(b) of this Agreement, Bellevue Keno (i) shall be deemed to have waived any otherwise applicable covenant not to compete between Bellevue Keno, Omaha First Corporation, Big Red or Bellevue Big Red, including such covenant not to compete that is identified in a certain Multi-Party Asset Exchange Agreement between Bellevue Big Red and Bellevue Keno dated as of August 3, 2001; and (ii) hereby covenants not to directly or indirectly enforce or seek to enforce such covenant not to compete.
5. The Bellevue Keno Agreement shall be amended as follows:
- (a) Modify Section 1.20 to read as follows: "City Lottery Compensation Percentage. "City Lottery Compensation Percentage" shall mean 8% of Gross Proceeds derived in any Annual period from the Effective Date through September 22, 2001. Thereafter, City Lottery Compensation Percentage shall mean 8.25% of Gross Proceeds derived in any Annual period." To the extent required, the Big Red Agreement shall be considered to be similarly amended;

- (b) Strike subparagraph 2(a)(i) from the Bellevue Keno Agreement and insert in lieu thereof paragraph 2.1(a)(i) of the Big Red Agreement;
  - (c) Add the last sentence of paragraph 2.1(b)(ii) of the Big Red Agreement to paragraph 2.1(b)(ii) of the Bellevue Keno Agreement; and
  - (d) Strike paragraphs 2.1(d)(i) and (ii) from the Bellevue Keno Agreement and insert in lieu thereof paragraphs 2.1(d)(i) and (ii) of the Big Red Agreement.
6. Bellevue Keno shall pay City \$16,500 within ten (10) days after the Effective Date of this Agreement; provided, however, that City shall use such proceeds solely for the purposes of purchasing and training a replacement drug enforcement dog for the Bellevue Police Department. To the extent such proceeds are not adequate for all such purposes including personnel, time and other costs, City shall furnish additional funds from its Community Betterment Fund.
7. Nothing in this Agreement shall be construed to be subject to, or an approval of, a certain Multi-Party Asset Exchange Agreement between Big Red and Bellevue Keno dated as of August 3, 2001, nor any of its terms or conditions. The effectiveness of this Agreement shall be conditioned upon the approval by the City of Omaha of an assignment of the keno contract of Omaha First Corporation to Big Red Lottery Services, Ltd. and Sarpy County's approval of the assignment of its keno contract with Sarpy County's Big Red Lottery Services, Ltd. to Bellevue Keno, in each case for similar consideration not exceeding that provided to the City and reflected in this Agreement.
8. Each Party represents and warrants to all other Parties that as of the Effective Date (a) the execution, delivery, performance and compliance with all of the terms of this Agreement have been duly and validly authorized by all necessary corporate or equivalent action on the part of such Party; (b) the agreements of such Party herein contained constitute valid and binding obligations, enforceable against such Party in accordance with their terms; and (c) such Party's execution, delivery, performance and compliance with the terms of this Agreement does not (i) violate any law, rule or regulation applicable to such Party, (ii) violate any judgment or court order applicable to such Party, (iii) conflict with or result in a violation or breach of or constitute a default under any of the terms, conditions or provisions of the certificate of incorporation, bylaws or equivalent charter documentation of such Party, (iv) require the consent of any other person or governmental agency, including any court of any jurisdiction or court appointed individual other than the State of Nebraska, or (v) result in a breach of or constitute (with or without notice or lapse of time or both) a default under any judgment or proceeding applicable to such Party or any material contract, note, indenture, mortgage, lease or other agreement to which such Party is a party or by which such Party is otherwise bound.
9. Bellevue Keno shall notify City in writing of the date of the closing of the transaction

contemplated by a certain Multi-Party Asset Exchange Agreement between Bellevue Keno and Bellevue Big Red dated as of August 3, 2001 has been consummated. Such notice shall also specify the date ("Operations Date") that Bellevue Keno intends to commence its Keno Lottery Operation at each of the locations specified in paragraph 2(a) of this Agreement; provided, however, that unless Bellevue Keno shall actually conduct its Keno Lottery Operation at each such location on or before September 29, 2001, then City shall be immediately entitled to levy and collect from Bellevue Keno liquidated damages at the rate of \$1,500 per day commencing September 29, 2001 for each location identified in paragraph 2(a) of this Agreement that Bellevue Keno shall not operate all such locations as Satellites for the Bellevue Keno Lottery Operation.

CITY OF BELLEVUE, NEBRASKA, a  
municipality of the first class ("City")

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

Title: \_\_\_\_\_

BELLEVUE'S BIG RED LOTTERY  
SERVICES, LTD., a Nebraska limited  
partnership ("Bellevue Big Red")

By: Bellevue's Big Red Lottery Services, Inc.

By: \_\_\_\_\_ as Managing General Partner

Title: \_\_\_\_\_ President & CEO

BELLEVUE KENO CASINO, INC., a  
Nebraska corporation ("Bellevue Keno")

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

Title: \_\_\_\_\_ President

BIG RED LOTTERY SERVICES, LTD.,  
a Nebraska limited partnership ("Big Red")  
By: Big Red Lottery Services, Inc.  
as Managing General Partner

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

Title: \_\_\_\_\_ President & CEO



## LOTTERY CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of September, 1999 ("Effective Date"), by and between Bellevue Keno Casino, Inc., a Nebraska corporation doing business in Bellevue, Sarpy County, Nebraska ("Contractor"), and the City of Bellevue, a municipal corporation of the first class in Sarpy County, Nebraska and a political subdivision of the State of Nebraska ("City").

WHEREAS, the existing Operating Agreement between the City of Bellevue and Jay-Jak, Inc. to conduct the City's Keno Lottery is currently scheduled to expire; and

WHEREAS, City has determined that the continued operation of the Bellevue Keno Lottery is in the best interest of the City and its residents; and

WHEREAS, Contractor has submitted a Proposal for operating the Bellevue Keno Lottery, which Proposal has been accepted by City except to the extent modified by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree and contract as follows:

1. DEFINITIONS. Unless the context otherwise requires, whenever used in this Agreement, the words identified in this Article 1 shall have the following meanings ascribed to them:
  - 1.1 Act. "Act" shall mean the Nebraska County and City Lottery Act.
  - 1.2 Agents. "Agents" shall mean any of Contractor's existing or future partners, shareholders, members (or any other person holding an equity interest in the Contractor), officers, employees, directors, agents, contractors and subcontractors, including its or their officers, employees, agents and assigns.
  - 1.3 Agreement. "Agreement" shall mean this instrument.
  - 1.4 Annual. "Annual" shall mean (a) the period beginning with the Commencement Date through September 30, 2000, inclusive; and (b) thereafter, each annual period from October 1 to September 30, inclusive, of each year throughout the Term of this Agreement.
  - 1.5 Annual City Lottery Compensation. "Annual City Lottery Compensation" shall mean the amount due to City from the Contractor's Operation for each Annual period determined in accordance with Section 5.3 of this Agreement. Annual City Lottery Compensation shall not include any other payment due or made to the City by the Contractor pursuant to this Agreement.
  - 1.6 Commencement Date. "Commencement Date" shall mean the first date Contractor conducts Keno Lottery at the Main Location pursuant to this Agreement. Except as

permitted by Section 3.1(a), the Commencement Date shall not be later than 90 days after the Effective Date. Contractor shall notify City in writing when the Commencement Date shall occur.

- 1.7 Contractor. "Contractor" shall mean Bellevue Keno Casino, Inc., a Nebraska corporation.
- 1.8 Contractor's Annual Lottery Compensation. "Contractor's Annual Lottery Compensation" shall mean the amount of money which Contractor shall be entitled to retain during an Annual period for conducting the Keno Lottery Operation. Contractor's Annual Lottery Compensation for any Annual period shall never exceed the Contractor's Lottery Compensation Percentage multiplied by Gross Proceeds for such Annual period. Contractor's Annual Lottery Compensation shall be determined on an Annual basis but may be collected from the Operating Account, subject to availability, in monthly increments determined in accordance with Article 5 of this Agreement. Nothing in this Agreement shall be construed to be a guarantee of any minimum compensation to Contractor.
- 1.9 Contractor's Lottery Compensation Percentage. Contractor's Lottery Compensation Percentage shall mean 14% of Gross Proceeds derived during any Annual period.
- 1.10 Contractor's Operation. "Contractor's Operation" shall mean the full and complete operation to be undertaken by Contractor as described in the Proposal (including that undertaken at any Satellite), including the Keno Lottery Operation and any concession or Pickle Card sales.
- 1.11 Department. "Department" shall mean the Nebraska Department of Revenue.
- 1.12 Effective Date. "Effective Date" shall mean September 13, 1999.
- 1.13 Expenses/Taxes. "Expenses" shall mean all costs or expenses, of whatsoever nature, incurred directly or indirectly by the Contractor for conducting the Keno Lottery Operation but no other part of Contractor's Operation. By way of example only, Expenses shall include: insurance; rent; distribution costs; advertising and promotion; printing; manufacturing; all costs of lottery supplies; all costs for the purchase, installation, repair, maintenance and replacement of lottery equipment; fees; commissions; salaries; taxes other than income taxes and taxes imposed by Section 9-648 of the Act; and all other permitted costs or Expenses identified in the Act except Prizes, Progressive Game Prizes, any amount paid to the City pursuant to Articles 2 or 5 of this Agreement and Contractor's Lottery Compensation.
- 1.14 Gross Proceeds.
  - (a) "Gross Proceeds" shall mean the aggregate of all Receipts derived from the Keno Lottery Operation at the Main Location plus Receipts derived from the Keno Lottery Operation at all Satellites.

- (b) "Receipts derived from the Keno Lottery Operation" shall include all receipts from admission costs or charges, any consideration necessary for participation and the value of any free tickets, games, or plays without reduction for expenses or costs of any nature (including Expenses) or for Prizes, Progressive Game Prizes, discounts, Section 9-648 and income taxes, any amount paid to City pursuant to Articles 2 or 5 of this Agreement, but shall not include any receipts from any other aspect of the Contractor's Operation, including receipts from the sale of concessions or Pickle Cards at any location.
- 1.15 Initial Satellite. "Initial Satellite" shall mean those locations identified in attached Attachment "A". All Initial Satellites shall be operational within 120 days of the Commencement Date. The Initial Satellites have been approved by City as a Satellite for a period not to exceed 18 months days from the Commencement Date, subject to the City's right to rescind such approval during such time for failure to meet the applicable criteria. No aspect of the Keno Lottery Operation shall be continued at any Initial Satellite after 18 calendar months following the Commencement Date without approval by City.
- 1.16 Keno Lottery. "Keno Lottery" shall mean the keno-type of lottery permitted by Sections 9-607(1)(c)(ii) and 9-607(3) of the Act (as of the Effective Date) which is the only lottery activity authorized to be conducted by Contractor on behalf of the City in conjunction with Contractor's Operation.
- 1.17 Keno Lottery Operation. "Keno Lottery Operation" shall mean the keno gaming activity in Contractor's Operation to be undertaken by Contractor on behalf of City pursuant to this Agreement. The Keno Lottery Operation is more particularly described in Attachment "B" to this Agreement and in the Proposal.
- 1.18 Main Location. "Main Location" shall mean the premises commonly known as 3915 Harrison Street, Omaha, Nebraska, or such relocated premises as the City Council may approve.
- 1.19 Minimum Annual City Lottery Compensation. Intentionally left blank.
- 1.20 City Lottery Compensation Percentage. "City Lottery Compensation Percentage" shall mean 8% of Gross Proceeds derived in any Annual period.
- 1.21 Minimum Monthly City Lottery Compensation. "Minimum Monthly City Lottery Compensation" shall mean the amount identified in Section 5.2.
- 1.22 Operating Account. "Operating Account" shall have the meaning ascribed in Section 2.1(e)(i).
- 1.23 Operating Account Deposit. "Operating Account Deposit" shall have the meaning ascribed in Section 2.1(e)(i).

- 1.24 Party(ies). "Party" shall mean the City or Contractor, individually; and "Parties" shall mean the City and Contractor, collectively.
- 1.25 Person. "Person" shall mean any individual or entity, including any corporation, partnership, sole proprietor, or LLC.
- 1.26 Pickle Cards. "Pickle Card(s)" shall mean a type of device governed by the Nebraska Pickle Card Lottery Act.
- 1.27 Prize Reserve. "Prize Reserve" shall have the meaning ascribed in Section 2.1(d)(iii)(1).
- 1.28 Prize Reserve Account. "Prize Reserve Account" shall have the meaning ascribed in Section 2.1(d)(iii)(3).
- 1.29 Prize(s). "Prize(s)" shall mean amounts to be paid by the Contractor for winning selections in any Keno Lottery game other than a Progressive Game.
- 1.30 Progressive Game. "Progressive Game" shall mean any progressive Keno game. "Progressive Game Prize" shall mean any amount to be paid by the Contractor for winning selections in any Progressive Game.
- 1.31 Proposal. "Proposal" shall mean Contractor's entire written response to the RFP, including all exhibits and attachments thereto, the terms and provisions of which are incorporated into and made a part of this Agreement.
- 1.32 Regulatory Requirements. "Regulatory Requirements" shall mean all current or future: requirements, provisions and conditions of the Act, all administrative rules or regulations and directives promulgated by the Department, and all other federal, state or local or other governmental agency laws, rules, regulations or directives applicable to the Contractor's Operation.
- 1.33 RFP. "RFP" shall mean the request for written proposals issued by the City on June 16, 1999, to conduct the Keno Lottery Operation on behalf of the City, as supplemented or amended, including all attachments thereto, the terms and provisions of which are incorporated into and made a part of this Agreement.
- 1.34 Satellite Commencement Date. "Satellite Commencement Date" shall mean the first date Contractor conducts Keno Lottery at a Satellite.
- 1.35 Satellite. "Satellite" shall mean any premises approved by the City Council by resolution as an adjunct for the play of Keno Lottery other than a Main Location.
- 1.36 Term. "Term" shall mean the term of this Agreement as identified in Article 6 of this Agreement.

- 1.37 Others. Unless the context otherwise requires and except for those definitions otherwise expressly defined in this Agreement, the definitions found in the Regulatory Requirements shall apply to this Agreement. The term "including" shall mean "including without limitation" whether or not expressly so provided.

2. OPERATIVE RIGHTS.

2.1 Keno Lottery.

(a) Nonexclusive Grant of Authority.

- (i) Subject to Contractor's compliance with all covenants, terms and conditions of this Agreement, City hereby grants to Contractor, and Contractor hereby accepts such grant, the nonexclusive right to conduct the Keno Lottery Operation for the Term of this Agreement. Except as specifically permitted by Section 2.2 of this Agreement, Contractor shall neither engage in, nor permit, any other lottery or gambling activity at the Main Location or at any Satellite. Contractor shall not engage in any other lottery or gambling activity within the corporate limits of City. Nothing in this Section 2.1(a) shall preclude Contractor from seeking authority from City to extend the Keno Lottery Operation to include Satellites other than the Initial Satellites.
- (ii) Contractor shall conduct the Keno Lottery Operation in accordance with the RFP, the Proposal and all terms and conditions of this Agreement. Unless this Agreement is terminated by City for reasons stated in Section 6.1(b), Contractor shall conduct the Keno Lottery Operation for the Term of this Agreement.
- (iii) Contractor acknowledges City's right to engage in or authorize any other keno-type lotteries or any other lottery or gambling activity permitted by the Regulatory Requirements, from locations anywhere within the City's then current corporate limits (other than those approved by City as a Main Location or a Satellite during the period for which such approval has been extended), whether such operations are conducted by or on behalf of the City or any other Person duly authorized by the City.

(b) Contractor Responsibility.

- (i) Subject to the Regulatory Requirements, Contractor shall have complete responsibility and liability for all operational aspects of the Keno Lottery Operation including: daily gaming operations; installation, purchase, repair, replacement and maintenance of lottery equipment; purchase and maintenance of lottery supplies; maintenance at the Main Location and each Satellite; compensation, staffing and training of all Agents; processing and handling of Gross Proceeds; preparation of all reports required of City or Contractor by the Department or any governmental entity or agency;

advertising; development of official rules and regulations for play and collection of Prizes and Progressive Game Prizes; oversight of the Keno Lottery Operation; and all other record keeping. Contractor shall cooperate fully with any law enforcement officer or agency having jurisdiction over any aspect of the Contractor's Operation and shall require all Agents to do so.

- (ii) No substantive component of the Keno Lottery Operation shall be modified or concluded without approval from the City Administrator, which may be withheld for any reason whatsoever. By way of example only, substantive changes include: any change in hours or days of business; renovation or expansion of the Main Location; a change in services offered in conjunction with the Keno Lottery Operation; a change or increase in the number of stations or lottery equipment at the Main Location or at a Satellite; any changes in the gaming methodology, including the pay tables; the initiation or termination of any special Keno game, including termination of any special Keno game identified in Attachment "B", or any Progressive Game, including any Progressive Game identified in Attachment "B"; changes in management or ownership of Contractor (including any interest of any Person having an equity interest in Contractor), the Main Location or any Satellite; eliminating any Satellite; or any other change to the Keno Lottery Operation from that described in the Proposal which may be considered to be material by the City.

(c) Methodology.

- (i) Contractor shall conduct the Keno Lottery Operation using the gaming methodology described in Attachment "B" to this Agreement; provided, however, subject to continuing review (and final approval) by the City and compliance with other terms of this Agreement, Contractor may change day to day gaming methodology as it may consider appropriate to enhance the Keno Lottery Operation. By way of example, day-to-day methodology shall include: introduction of new forms of keno games (e.g., multiple way tickets, implementation of special games upon prior written notice to, and written approval from, the City Administrator); new forms of winning combinations; changes to standard payoff tables for regular keno games (provided that no payoff table schedule or special game shall be changed or implemented except upon prior written notice to, and written approval from, the City Administrator); and development (with prior written approval from the City Administrator) of new official rules and regulations for play, including payment and credit policies or practices, and collection of Prizes and Progressive Game Prizes. Unless otherwise stated, all such changes shall be reported to the City Administrator within 10 days following implementation. The City Administrator shall review each change and approve or modify the same as shall be considered reasonably appropriate under the circumstances.

- (ii) In no event shall the selection of a winning number be determined by use of:  
(1) any player activated device; or (2) a Random Number Generator except, in the case of latter only, as authorized by the Act for emergencies. Contractor shall not change the method of winning number selection to any other winning number selection permitted by the Department except upon prior written approval from City.
  - (iii) No ticket shall be sold, to the knowledge of Contractor, for the benefit of any Person not eligible to purchase a ticket or not present on the premises where the sale occurred.
- (d) Prizes.
- (i) Contractor Liability. Contractor shall be liable for and shall promptly pay all Prizes and Progressive Game Prizes. Unless a longer period is required for verification mandated by the Regulatory Requirements, all winners shall be paid on the day of the win. A voucher rather than cash payment shall be made whenever requested by a winning player. At least 65% of Gross Proceeds shall be awarded as Prizes or awarded or allocated as a Progressive Game Prize during each Annual period. Subject to Section 2.1(b), Section 2.1(c) and Article 5, Contractor may exceed the minimum award or allocation required by this Section 2.1(d).
  - (ii) Unclaimed Prizes. Prizes (including awarded Progressive Game Prizes) shall be considered "unclaimed" and therefore the property of the City if not collected within 15 days following the expiration of each Annual period.
  - (iii) Prize Reserve. As specific and primary security for Contractor's payment of Prizes:
    - (1) At least 5 days prior to the Commencement Date, Contractor shall deposit with the City Finance Director cash ("Prize Reserve") in a principle amount of \$50,000.00, which shall be the maximum possible Prize to be won in any keno game other than in a Progressive Game. In the event the Contractor conducts any Progressive Game(s), the Prize Reserve shall be increased as shall be determined to be appropriate by City, taking into consideration the maximum Progressive Game Prize to be awarded in connection with all Progressive Games.
    - (2) In lieu of a total cash Prize Reserve, Contractor may substitute a letter of credit or other adequate and liquid security, approved by the City Administrator and the City Finance Director, which approval may be withheld in the absolute discretion of either of them. Any

request for substitution shall be submitted no later than 10 days prior to the Commencement Date.

- (3) City shall deposit all cash funds for the Prize Reserve into an insured, interest bearing account in a financial institution approved by the Department, separate from all other funds of Contractor and City ("Prize Reserve Account"). All interest accrued on funds in the Prize Reserve Account shall be maintained in the Prize Reserve Account throughout the Term of this Agreement; provided, that interest so accrued shall be available for use by City to pay unpaid Prizes or Progressive Games Prizes. Interest shall not be credited against the principal amount due for the Prize Reserve. All substitute security shall be maintained for safekeeping by the Finance Director.
- (4) Only City, through the City Administrator, shall have authority to disburse amounts from the Prize Reserve Account. City shall have the right to disburse such amounts only to pay a Prize, which the Contractor has refused or failed to timely pay, unless it is subject to a player dispute made in accordance with the Regulatory Requirements. City shall notify Contractor of its intent, prior to payment.
- (5) Whenever City disburses any amount using the Prize Reserve Account, such amounts shall be replaced by Contractor within 24 hours including any amounts of any interest available in the Prize Reserve Account. In the event the Prize Reserve Account is not so replenished, City may nevertheless replenish the Prize Reserve Account using any other funds or security available to it under this Agreement, including that identified in Section 9.1 of this Agreement. If Contractor shall fail to timely replenish the Prize Reserve Account, Contractor shall immediately cease the Keno Lottery Operation until it has been so replenished.
- (6) The City Administrator shall notify the City Council whenever it has been necessary to disburse amounts utilizing the Prize Reserve Account at its next regularly scheduled meeting, outlining the reasons necessary for the disbursement and any other information considered appropriate including, when and how Contractor replenished the Prize Reserve Account.
- (7) Following the expiration or termination of this Agreement, all funds or security in the Prize Reserve Account shall be disbursed or returned to the Contractor but only if all Prizes (including Progressive Games Prizes), all sums due to City under this Agreement and all other obligations and liabilities of Contractor in



connection with Contractor's Operation have been paid or settled (which obligations if unpaid shall then be first set off against all funds or security then in the Prize Reserve Account).

(iv) Progressive Game.

- (1) Except as to those Progressive Games identified in Attachment "B", the Keno Lottery Operation shall not offer a progressive Keno game unless first approved by the City.
- (2) Progressive Game Prizes shall be adjusted in accordance with the rules of the Progressive Game as approved by the City. The maximum Prize for a Progressive Game shall be the amount so approved by the City.
- (3) Contractor shall make a daily deposit from daily Gross Proceeds, or its own funds if not sufficient, equal to the daily increase in the Prize related to any Progressive Game into the Operating Account which amounts shall be subject to the provisions of this Agreement otherwise applicable to the Operating Account. Notwithstanding any provision in this Agreement to the contrary, Contractor shall remain liable for all Progressive Game Prizes.
- (4) Once Contractor has commenced a Progressive Game, Contractor shall continue to offer the Progressive Game until the Prize related to the Progressive Game has been won or the City and Contractor have mutually agreed to terminate the Progressive Game, whereupon all amounts deposited into the Operating Account related to the Progressive Game, including accrued interest, shall be immediately paid by Contractor to the City. City shall have the right to prohibit future Progressive Games at any time while a Progressive Game is in progress.
- (5) At the expiration or termination of this Agreement, all funds in the Operating Account, including accrued interest, shall be construed to be the property of the City.

(e) Operating Account.

- (i) Contractor shall make a daily deposit ("Operating Account Deposit") of daily Gross Proceeds less (daily Prizes which have actually been paid by Contractor on such day) into a separate insured, interest bearing account ("Operating Account"). The Operating Account shall be opened in the name of Contractor, but funds shall also be accessible for disbursement by the City.

- (ii) Contractor shall be entitled to make disbursements from the Operating Account but only as necessary to: (1) pay the balance whenever the sum of daily Prizes (which have actually been paid by Contractor on such day) exceeds daily Gross Proceeds; (2) to pay City as required under Section 2.1(d)(iii) or Article 5; and (3) subject to and in accordance with Article 5 of this Agreement, to pay Contractor Compensation.
- (f) Expenses. Contractor shall be liable for and shall promptly pay all Expenses as they become due and owing.
- (g) Section 9-648 Taxes. City shall be liable for and promptly shall pay 100% of the tax currently imposed by Section 9-648 of the Act.
- (h) The Contractor understands that all purchases made in furtherance of the Contractor's Operation are not exempt from the payment of sales or use taxes.
- (i) Keno Lottery Records. Contractor shall maintain current for each Annual period, separate and complete books, records and documentation of the Keno Lottery Operation (including separate records for each bank account required by this Agreement and separate records for each of the Main Location and Satellite) sufficient to comply with all provisions of this Agreement, the Regulatory Requirements and as otherwise may be necessary to identify Expenses, Prizes, Progressive Game Prizes, Gross Proceeds, directly or indirectly, applicable to the Keno Lottery Operation at each location.
- (j) Monthly Review. Throughout the term of this Agreement, the City Finance Director and Contractor shall review all statistical data compiled or maintained by Contractor in connection with the Keno Lottery Operation during the preceding month. Contractor shall keep the City Administrator continuously apprised of the status and results of any investigation undertaken as a result of such review or any Regulatory Requirement.
- (k) Licensed Contractor. Contractor warrants and agrees to remain qualified as an Contractor licensed to conduct Keno Lottery on behalf of the City throughout the Term of this Agreement.

## 2.2 Pickle Cards.

- (a) Sales Permitted. To the extent permitted by the Regulatory Requirements, Contractor shall have the right to offer Pickle Cards for sale at the Main Location while Keno Lottery is being conducted. Contractor shall retain the right to select from among any licensed organizations the group(s) whose Pickle Cards will be sold at the Main Location (but not at any Satellites, the final determination of which shall be made by the operator of the Satellite without pressure or influence from the Contractor); provided, however, if the Contractor sells Pickle Cards at the Main Location or if the operator of a Satellite sells Pickle Cards, then Contractor or such

operator shall also offer Pickle Cards of the Bellevue Volunteer Fire Department for sale at the Main Location and the Satellite as long as the Bellevue Volunteer Fire Department remains a qualified organization. Provided, further, that the operator of an approved Satellite shall not be required to sell such Pickle Cards if, at the time of City's approval as a Satellite, there exists an agreement with another licensed organization which prohibits the operator from selling the Pickle Cards of any other licensed organization. Nothing in this paragraph shall require a Satellite to sell such Pickle Cards without receiving payment from the Bellevue Volunteer Fire Department in an amount substantially equivalent to the common practice in Bellevue. Nothing in this paragraph shall require City to approve any proposed Satellite.

- (b) Payment to City. Intentionally left blank.
- (c) Pickle Card Records. Contractor shall maintain separate books, records and bank accounts for all Pickle Card operations and sales. Receipts from sales of Pickle Cards shall not be commingled with Gross Proceeds, or receipts from concession sales receipts from other aspects of Contractor's Operation. Nothing herein shall limit any auditing, examining or reporting requirements provided for in this Agreement.
- (d) Expenses. Contractor shall be liable for and shall promptly pay all expenses, of whatsoever nature incurred, directly or indirectly, by Contractor or Contractor's Agents in connection with Pickle Card sales.

### 2.3 Concessions.

- (a) Concessions Permitted. Contractor shall have the right to sell concessions at the Main Location for its sole benefit. Concessions shall be limited to food, alcoholic and non-alcoholic beverages and souvenirs. Additional items may be added to the list of permissible concessions only if mutually agreed in writing by Contractor and City, through the City Administrator.
- (b) Payment to City. Intentionally left blank.
- (c) Concession Records. Contractor shall maintain separate books and records and bank accounts for all concession operations at the Main Location. Receipts from concession sales shall not be commingled with Gross Proceeds or receipts from Pickle Card sales or advertising. Nothing herein shall limit any auditing, examining or reporting requirements provided for in this Agreement.
- (d) Expenses. Contractor shall be liable for and shall promptly pay all expenses, of whatsoever nature incurred directly or indirectly by Contractor in connection with the sales of concessions.

- (e) Liquor License. Contractor understands that by entering into this Agreement or by granting concession rights to Contractor, City is making no guarantees or assurances that Contractor is entitled to receive, shall be granted or, if granted, shall be permitted to retain a liquor or any other license or permit necessary to conduct concession sales at the Main Location. Contractor shall have the sole responsibility to meet all federal, state or local requirements therefor. Contractor understands that such application shall be reviewed and considered like any other application before the City Council. City reserves the right to make any recommendation, including denial, to the Liquor Control Commission in connection with such application or the application of or sale of alcohol at with Satellites and, if granted, to take any future action as it may consider to be appropriate at any time under the circumstances, including without limitation, the right to initiate revocation proceedings or long form review.

#### 2.4 Advertising.

- (a) Payment to City. In addition to any other payment to City under this Agreement, including any payment to be made under Article 5 of this Agreement, Contractor agrees to pay to City, within 15 days following the expiration of each calendar month during the Term of this Agreement, 75% of the gross revenues derived by Contractor or Contractor's Agents from any advertising at the Main Location or on the inside or outside of any Keno Lottery tickets, cards or paraphernalia, including Keno Lottery equipment during such calendar month.
- (b) Advertising Records. Contractor shall maintain separate books and records and bank accounts for all advertising revenues to which this Section 2.4 applies. Receipts from advertising shall not be commingled with Gross Proceeds or receipts from concession or Pickle Card sales. Nothing herein shall limit any auditing, examining or reporting requirements provided for in this Agreement.
- (c) Expenses. Contractor shall be liable for and shall promptly pay all expenses, of whatsoever nature incurred directly or indirectly by Contractor in connection with such advertising.

- 2.5 Contractor's Other Operations. In addition to the Keno Lottery Operation, Contractor shall conduct all aspects of Contractor's Operation in accordance with the RFP, the Proposal and the terms and conditions of this Agreement throughout the Term of this Agreement. Contractor shall be liable for and shall promptly pay all expenses associated with the same. Contractor shall maintain separate books, records and bank accounts for each operation. Receipts shall not be commingled with Gross Proceeds or receipts from other aspects of Contractor's Operation. Nothing herein shall limit any auditing, examining or reporting requirements provided for in this Agreement.

2.6 Compliance with Law.

- (a) Contractor's Operation shall at all times comply strictly with and conform to the Regulatory Requirements and this Agreement. Subject to Section 2.6(b) of this Agreement, in the event the Regulatory Requirements or any other current or future requirement, provision or condition of law, rule, regulation or directive should be amended, repealed or replaced, or otherwise become applicable, Contractor shall promptly conform Contractor's Operation and its performance to comply therewith, and this Agreement shall continue in full force and effect.
- (b) Should City determine that any material provision of this Agreement is adversely affected by the subsequent action of the state or federal government (as determined by the City Council in its sole and absolute discretion), City shall have the right to modify the provisions of this Agreement to such extent as may be necessary to carry out its full intent and purpose.

3. LOTTERY FACILITIES.

3.1 Headquarters.

- (a) Contractor shall promptly commence all due diligence and other undertakings necessary or appropriate to initiate all aspects of Contractor's Operation proposed for the Main Location within 90 days of the Effective Date. In the event Contractor is not licensed under the Act to conduct the Keno Lottery Operation at the Main Location as contemplated by the first sentence of this Section 3.1(a), then Contractor shall be excused from commencing such operations as of such date, but only to the extent and for as long as Contractor shall continue to use its best efforts to acquire authority to do so. Contractor shall promptly notify City as soon as it appears that it will not be able to commence Keno Lottery Operations on or before either such date and Contractor shall thereafter continuously keep City advised of the status of its progress. Notwithstanding any provision in this Agreement to the contrary, in the event Contractor is unable to obtain such authority on or before January 1, 2000, then this Agreement shall be automatically terminated and of no further force or effect.
- (b) The Main Location shall be the headquarters for the Keno Lottery Operation. All winning numbers for Keno Lottery shall be selected at the Main Location. All books and records required by the Regulatory Requirements or this Agreement shall be maintained at the Main Location. All lottery equipment, lottery supplies and other materials required or used in the Keno Lottery Operation (other than lottery supplies necessary for reasonably current use at Satellites) shall be operated from and maintained, stored and secured at the Main Location.
- (c) Contractor shall maintain the Main Location throughout the term of this Agreement in substantially the same condition as existing on the Commencement Date, ordinary wear and tear excepted. The Main Location shall at all times fully comply

with all criteria made applicable to Main Location by City any time during the Term of this Agreement.

### 3.2 Satellites.

- (a) Contractor shall not conduct the Keno Lottery Operation or any other lottery activity at any location within City other than at the Main Location and at a Satellite approved by resolution of the City Council. Nothing in this Agreement shall obligate City to authorize nor permit City to unilaterally require Contractor to conduct the Keno Lottery Operation from any Satellite.
- (b) Contractor shall commence all aspects of Contractor's Operation at each Initial Satellite within 120 days of the Commencement Date. Contractor's sole consideration for conducting the Keno Lottery Operation at a Satellite shall be derived from conducting Keno Lottery at the Satellite. Each Satellite shall remain qualified for the Keno Lottery Operation for the duration of the period approved by the City. No Person having any interest of any nature in any Satellite shall be paid or otherwise receive directly or indirectly any consideration from the Contractor as a result of conducting or permitting Keno Lottery at the Satellite or as an inducement therefor other than for reimbursement of out-of-pocket expenses directly and reasonable incurred by such Person as a result of the Keno Lottery Operation at such Satellite and a fair market rental to be based upon a percentage of Gross Proceeds derived at the Satellite; provided, however, nothing in this sentence shall preclude the Operation from guaranteeing a minimum annual payment to the Owner of a Satellite to the extent such payment has been disclosed to and approved by City at the time of the approval of the Satellite.
- (c) Each Satellite shall at all times fully comply with all criteria made applicable to Satellites by the City any time during the Term of this Agreement.
- (d) Contractor may charge the owner or lessee of a Satellite a fee for the right to be a Satellite, provided, however, that no fee charged or paid may exceed the reasonable and actual costs directly incurred by Contractor for the necessary equipment and installation of the same, and the maintenance, repairs, financing, taxes, and insurance of any such equipment or failure of the same. Contractor shall not receive any other fee, remuneration or other consideration from any Person having any interest in the Satellite. Contractor shall not receive any percentage or portion of any income or other proceeds from sales or other business otherwise conducted on the premises, including food or beverage sales.
- (e) Contractor shall have no interest in any Satellite other than the right to conduct the Keno Lottery operation. Contractor shall not assign, subcontract or otherwise permit its responsibility for the Keno Lottery Operation to be undertaken by any other Person at the Satellite. Keno Lottery activity at a Satellite may be conducted only by Contractor except that Contractor may employ the services of the employees of the operator of the primary business actually being conducted at the Satellite; provided,

however, and without limitation to any other provision in this Agreement, Contractor shall be responsible and (between Contractor and the City) shall assume all liability, of whatsoever nature, to any Person arising from or out of any act, error or omission committed or occurring on the premises at any time.

4. LOTTERY EQUIPMENT: SECURITY.

4.1 Security Plan.

- (a) Contractor shall install and maintain adequate security devices and measures securing the Main Location (and each Satellite), lottery equipment, lottery supplies and all other materials or items required to be stored or maintained at the Main Location (or Satellite) in strict compliance with the security system approved by City pursuant to Section 4.1 of this Agreement. At least 10 days prior to the Commencement Date (and 10 days prior to commencing operations at each Satellite), one copy of the detailed plans, drawings, and specifications of the security system to be used at the Main Location (and any Satellite) shall be submitted to City. The plan shall outline the system and devices to be used in sufficient detail to determine its adequacy and compliance with the Proposal and the Regulatory Requirements. The initial plan shall be reviewed by City and modified, if necessary, to conform to a system approved by City. Any previously approved plan shall be subsequently modified to conform to newly approved security system whenever City reasonably determines that the prior security system is inadequate.
- (b) A current security plan for the Main Location and each Satellite shall be kept on file, in a secured place in the office of the chief of police for City. The plan shall not be construed to be a public record. The plan shall be available only to individuals so authorized in writing by the City Administrator and shall be accessed solely for the purpose of ensuring adequacy of the system and its compliance with this Agreement. All security devices and measures set forth in Contractor's security system plan shall be subject to continued inspection, testing, and approval by the Department and the City. Nothing herein shall be construed to limit access to such plan or system by City, the Department or any governmental agency having jurisdiction over such matters. Whenever City determines that an existing security system is inadequate, Contractor shall, at its own cost, install a new or replacement system meeting City's approval.
- (c) Cameras attached to video cassette recorders shall be provided and in full operation prior to, during, and subsequent to the calling of each game in such locations as will insure coverage of all aspects of the operation in full compliance with the Regulatory Requirement. Additionally, security cameras shall be provided and in full operation covering the work area including the ticket writer stations. All cameras and related equipment shall be subject to the Department's approval. All cameras and other video equipment shall be of commercial quality so that a clear image of the numbers on the balls can be read easily and enable anyone to read the

numbers off the balls being blown into the rabbit ear, verified by the caller, and verified by what is being displayed on the keno board.

(d) Physical Security.

- (i) Outer Perimeter. The area contained within the outer perimeter of the Main Location shall have adequate lighting in the parking areas and pedestrian way or sidewalk areas leading to the entrances and to and from the parking lots.
- (ii) Operational Perimeter. The keno writer station shall be an individual work area separating the keno players and keno writers for each writer location. Access to the interior of the keno writer stations shall be by locked door only. Cash drawers shall be individually keyed and locked when not in use.
- (iii) Computer System. Access to the computer system operating the keno game shall be adequately restricted. The computer system shall be maintained in a separate room provided with its own intrusion alarm system or zone within the alarm system. The computer room shall be locked at all times with access restricted to the keno manager and authorized service personnel. Security shall be provided for the central processing unit which shall include an uninterruptible power supply or acceptable alternative.

4.2 Type of Equipment; Maintenance.

- (a) Approval of Equipment. All Keno Lottery equipment must meet the requirements for equipment as established by the Department.
  - (i) Prior to commencing operation, all equipment and software proposed to be used in the Keno Lottery Operation, and all subsequent changes thereto, shall be submitted for inspection, testing, and approval, except for equipment that has previously been approved by the Department. City may request that inspections or tests be performed by the Department, other governmental or law enforcement agencies, or independent testing or auditing firms, which inspections may be in addition to those required to comply with the Regulatory Requirements.
  - (ii) Inspections or tests may also be conducted at any time during Term by City or its authorized representatives without prior notice.
  - (iii) City retains the right to reject any equipment or software not meeting City approval which approval shall not be unreasonably withheld. In the event of rejection, Contractor must agree to immediately discontinue use of such equipment or software and provide sufficient approved equipment and software to perform its duties under the contract.



- (b) Keno Equipment Maintenance. Contractor shall maintain an effective maintenance plan to service Keno Lottery equipment, including computer program updates, hardware servicing, and keno number selection equipment, which maintenance plan must at a minimum comply with the Regulatory Requirements. With the exception of routine maintenance, all Keno Lottery equipment maintenance must be performed by Persons other than Contractor and Contractor's Agents. Whenever requested by the City Administrator, and at least once annually, Contractor shall file a written report with City to demonstrate compliance with its maintenance plan.
- (c) Initial Test. Prior to the Commencement Date (and 10 days prior to each Satellite Commencement Date), Contractor shall cause the inspection and testing of for all lottery equipment to be used in the Keno Lottery Operation at such location for compliance with the Regulatory Requirements and this Agreement. Such inspections and tests shall be conducted by the Department or an independent testing or auditing firm approved by City. In addition to any inspection required to comply with Regulatory Requirements, inspections and testing of lottery equipment (including any associated equipment used as a component of, or otherwise in connection with, lottery equipment) or lottery supplies may be ordered or conducted by City at any time without prior notice to Contractor. Contractor shall immediately repair or replace lottery equipment or lottery supplies not complying with the Regulatory Requirements or otherwise not meeting City approval.

5. LOTTERY COMPENSATION TO CITY.

5.1 Minimum Annual City Lottery Compensation. Intentionally left blank.

5.2 Minimum Monthly City Lottery Compensation. Contractor guarantees that for each calendar monthly period, City shall be paid an amount equal to the Minimum Monthly City Lottery Compensation. Minimum Monthly City Lottery Compensation shall mean the City Lottery Compensation Percentage multiplied by the Gross Proceeds for each calendar monthly period.

The Minimum Monthly City Lottery Compensation due under this Section 5.2 shall be in addition to all amounts required to be paid to City under any other Article of this Agreement, other than those in Article 5. Interest shall accrue on all payments to be paid to City under this Section 5.2 at the maximum rate available under Nebraska law from the first date any such payment is due, until paid.

Payments of the Minimum Monthly City Lottery Compensation shall be made within 15 days following the last day of each calendar month. Contractor may disburse such payment from the Operating Account, but only to the extent that month end balance of the Operating Account would not be reduced below the sum of \$50,000.00. In the event, after deducting all Prizes which have been awarded through such month but have not been paid or claimed, there are insufficient funds remaining in the Operating Account to permit Contractor to pay City the full payment of the Minimum Monthly City Lottery Compensation from the

Operating Account, Contractor shall nevertheless promptly pay the City the full amount which is due.

5.3 Annual City Lottery Compensation. At the conclusion of each Annual period, Contractor shall pay City an additional amount equal to the greatest of the following amounts:

- (a) (Minimum Annual City Lottery Compensation due for such Annual Period) less (the aggregate of all Minimum Monthly City Lottery Compensation payments made to City for such Annual period);
- (b) (City Lottery Compensation Percentage multiplied by Gross Proceeds for such Annual period) less (the aggregate of all Minimum Monthly City Lottery Compensation payments made to City for such Annual period ); or
- (c) (Gross Proceeds for each Annual period) less (Gross Proceeds for such Annual period multiplied by Contractor's Lottery Compensation Percentage) less (Prizes actually paid during the Annual period) less (the aggregate of all Minimum Monthly City Lottery Compensation payments made to City for such Annual period), but (except for the last Annual period during the Term of this Agreement) only to the extent the amount determined under this Section 5.3(c) exceeds the sum of \$50,000.

Payments of the Annual City Lottery Compensation due under this Section 5.3 shall be in addition to all amounts required to be paid to City under any other Article of this Agreement, other than those in Article 5. Such payment shall be made concurrent with the audit provided by Contractor pursuant to Section 7.2 of this Agreement. Contractor may disburse such payment from the Operating Account, but only to the extent that the Annual period balance of the Operating Account after deducting all Prizes which have been awarded through such time but have not been paid or claimed, would not be reduced below the sum of \$50,000.00. In the event there are insufficient funds remaining in the Operating Account to permit the full payment of the City Compensation then due and owing from a disbursement from the Operating Account, Contractor shall nevertheless promptly pay the full amount which is due.

- (d) Monthly Reports. Each payment of Minimum Monthly City Lottery Compensation shall be accompanied by a written report, signed by the appropriate financial officer, sufficient to verify the accuracy of such payment and any other amounts due to City for such month pursuant to Article 2 of this Agreement. Contractor shall concurrently provide a similar report separately reconciling the month end balance in the Operating Account and reflecting all activity in connection with the same for the Annual Period then in effect.
- (e) Monthly Contractor's Compensation. If at the end of any calendar month during each Annual period, the end balance of the Operating Account is greater than the sum of \$50,000.00 after payment of all amounts required to be paid to City as Minimum Monthly City Lottery Compensation and after further deducting all Prizes through such month which have not been paid or claimed, then and only then,

Contractor shall be entitled to disburse to itself from the Operating Account the amount of (Contractor's Annual Lottery Compensation due for the current Annual period through the end of such month less the aggregate of Contractor's Annual Lottery Compensation disbursed to the Contractor for such Annual period to date) but only to the extent the balance of the Operating Account is not reduced below the sum of \$50,000.00. For purposes of this Article 5, Contractor's Lottery Compensation shall mean the amount equal to (Contractor's Annual Lottery Compensation Percentage multiplied by Gross Proceeds for the applicable Annual period.)

Nothing in this Agreement shall be construed to be a guarantee of any minimum compensation to Contractor. Contractor shall not be entitled to any other payment from City in consideration for conducting the Keno Lottery Operation or any other aspect of Contractor's Operation. Nothing in this Article 5 shall permit Contractor to recover any amount of Contractor's Annual Lottery Compensation for any Annual period other than the current Annual period.

6. TERM.

6.1 (a) Effective Date. This Agreement shall be in full force and effect as of the Effective Date through September 30, 2004, unless earlier terminated in accordance with its terms. Provided, however, this Agreement may be renewed for one additional term ("Renewal Term") not to exceed 5 years by the City upon request of Contractor which request shall be made in writing to the City by no later than June 1, 2004.

(b) City's Right to Terminate Agreement.

(i) City Council. This Agreement may be terminated by City: (1) upon 3 months written notice to Contractor whenever City, in its sole discretion, decides to terminate all lottery activity similar to that authorized under this Agreement within its corporate limits; and (2) immediately, in the event the enabling statutes of the State of Nebraska are repealed.

(ii) Vote. This Agreement shall be deemed terminated and of no further force and effect automatically 60 days after certification by the Sarpy County Election Commissioner of the results of an election held pursuant to Sections 9-626 or 627 of the Act requiring that Keno Lottery be discontinued. City may, but shall not be obligated to, provide 30 days notice of termination pursuant to this Section 6.1(b)(ii).

(iii) Breach by Contractor. Without prejudice to any other remedy or recourse, including its right to seek damages as defined in Article 11 of this Agreement, City by and through resolution of the City Council may:

(1) Immediately terminate this Agreement for material breach of or default in any provision of this Agreement upon notice to Contractor.

The following shall constitute a material breach of or default in this Agreement; provided, however, that in no event shall these events be construed to constitute the exclusive events which may constitute a material breach or default of this Agreement:

- (A) Insolvency of Contractor;
- (B) The filing of a petition of bankruptcy by or against Contractor or the filing of any petition by Contractor seeking protection under Chapters 7, 11 or 13 of the United States Bankruptcy Code; or the filing of any such petition by or against any guarantor hereunder or any Person holding greater than 5% equity or beneficial interest in Contractor;
- (C) The conviction of Contractor or any Agent or any Person having a beneficial interest in Contractor, of a felony in connection with Contractor's Operation;
- (D) The failure to materially comply with any of the Regulatory Requirements;
- (E) The failure to commence operations of the Keno Lottery Operation Contractor's Operation at the Main Location on the Commencement Date at any Initial Satellite within 120 days of the Commencement Date or the interruption or cessation of Keno Lottery at the Main Location for any period or at any Satellite for a continuous period of more than three days or for any period exceeding 15 days during any six-month period during the Term of this Agreement, in either event without the express prior written approval of the City Administrator;
- (F) The attempted transfer of any equity, ownership or beneficial interest in Contractor in violation of Section 7.4 of this Agreement;
- (G) Any attempt to evade any material provision of this Agreement or to practice any fraud or deceit upon City or any patrons of the Contractor's Operation;
- (H) The failure of Contractor or any of its Agents to fully cooperate with the lawful directives or requests of City inspectors or other officials administering or monitoring Contractor's Operations, including any federal, state or other public authority empowered by the Regulatory Requirements to do so;

- (I) Any material misrepresentation by Contractor made at any time;
  - (J) Any failure of Contractor or any Agent to procure and maintain any bond, any insurance policy, performance bond, letter of credit or similar matter required by this Agreement, including the failure of any guarantor of any obligation of Contractor to perform in accordance with any surety or guarantee agreement delivered to City;
  - (K) The failure to properly maintain, provide or permit City or Department access to any books, records, bank accounts or documentation, or other material, lottery supplies or lottery equipment prepared, used or intended for use in Contractor's Operation;
  - (L) The failure to promptly provide or replenish the Prize Reserve; and
  - (M) Contractor's unauthorized or improper use of or disbursement from the Prize Reserve or the Operating Account.
- (2) Terminate this Agreement, if any of the following is not cured within the time prescribed from the receipt of written notice from the City Administrator as to such breach or default:
- (A) The failure to conform operations which are in violation of the Regulatory Requirements because of a change in the Regulatory Requirements within 30 days following the effective date of such change;
  - (B) The failure to promptly pay Expenses or Prizes or Progressive Game Prizes, within one day of notice;
  - (C) The failure to promptly pay any sums due to City within 5 days of notice;
  - (D) Regardless of the cause of such breach or default, any other breach of or default in any covenant, term, condition or provision of this Agreement which is not cured within 30 days from receipt of written notice from the City Administrator as to such breach or default or, in the case of non-monetary defaults which are not curable within 30 days, if Contractor shall not have notified the City of its intent to so cure and have commenced such cure within five days of notice and diligently pursue cure until effected.

- (iv) No Recourse by Contractor. In the event this Agreement is terminated by application of Section 3.1 or Section 6.1(b), Contractor shall have no claim, right, remedy or entitlement for damages or any other compensation for such early termination.
- (v) Future Breach not Waived. No waiver by City of any breach or default by Contractor under this Agreement shall operate or be construed to operate as a waiver of any other existing or future breach or default, whether of a similar or different character. Failure of the City to insist upon strict performance of any provision under this Agreement shall not constitute a waiver of, or estoppel against asserting the right to require strict performance of any other provision of this Agreement or the same provision in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later default or breach.
- (c) Contractor's Right to Terminate. Contractor shall not be entitled to terminate this Agreement for any reason whatsoever.
- (d) Waiver of Contractor's Other Remedies. Contractor waives any claim or other right it may have to proceed in law or equity against City or to otherwise obtain any money or any damages under or in respect to this Agreement for any default or breach in the keeping or performance of any warranty, covenant or obligation under or in respect to this Agreement by City or for any act, operation or omission of City in respect to this Agreement under any theory whatsoever.
- (e) Survival of Remedies. All indemnities and remedies (including all amounts to be paid to City under any provision of this Agreement) available to City under this Agreement and all waivers and limitations which are specified in this Agreement shall survive the expiration or termination of this Agreement. All outstanding amounts to be paid City under this Agreement shall become due and payable to City within 30 days after the expiration or termination of this Agreement, notwithstanding any provision in this Agreement to the contrary.
- (f) Liquidated Damages. In addition to any remedy available to City under this Agreement, in the event Contractor:
  - (i) Fails to timely commence Contractor's Operation as required by this Agreement;
  - (ii) Fails to conduct the Contractor's Operation in the manner required by this Agreement; or,
  - (iii) Interrupts or stops conducting Keno Lottery at any location in the Keno Lottery Operation for any reason, except for a malfunction of equipment not caused in whole or in part by Contractor for more than twelve hours, then

Contractor shall pay to the City, as liquidated damages and not as a penalty (damages being foreseeable but not now clearly ascertainable), an amount equal to \$2,500.00 per day per location for each day.

7. RECORD KEEPING AND AUDITING.

7.1 Contractor shall submit to the City Finance Director monthly financial reports for all activity from the Keno Lottery Operation, including the status and activity in connection with each account maintained required by the Regulatory Requirements or this Agreement, not later than fifteen days following the last day of the prior month's operations. Such reports shall contain all information necessary to complete any report required of City by the Regulatory Requirements and shall be sufficient to allow City to ascertain (for the Keno Lottery in its entirety and by location) monthly Gross Proceeds, Prizes, Expenses, Section 9-648 taxes and all compensation to be paid to City under Article 5 of this Agreement and Contractor's Compensation to date. Each report shall be verified as accurate by the proper financial officer of the Contractor.

7.2 (a) All books and records required by this Agreement or the Regulatory Requirements shall be maintained by Contractor applying generally accepted accounting principles. City, its employees and auditors (including the independent auditor described in (b) below) shall have the right at any time, without notice, to review and otherwise examine all books and records of Contractor (including those maintained by any Person in connection with any Satellite) required by this Agreement or by the Regulatory Requirements, and, at City's expense to conduct independent quarterly and annual audits as may be appropriate. In the event the audit reveals irregularities, or errors in the calculation, Contractor shall promptly conform such records to comply and if necessary, payments shall be adjusted to reflect correct amounts due to City.

(b) Annually, City shall cause an independent accounting firm of the City's choice, to perform a complete financial and compliance review of the Contractor's Operation. Contractor shall at all times cooperate with such auditor. Contractor shall pay up to \$5,000.00 toward the cost of this audit unless the auditor discovers substantive irregularities (as determined by the City Council) in the books, records or in Contractor's compliance with this Agreement or the Regulatory Requirements or errors in the calculation of any moneys to be paid to City by an amount of 1% or more, in either of which events the entire cost of the audit shall be borne by Contractor. Without limiting the generality of the foregoing, the audit shall assure Contractor's full compliance with this Agreement and the Regulatory Requirements and that all moneys due to the City pursuant to this Agreement have been fully paid and properly calculated. In the event the audit reveals errors in the payment or calculation of such amounts, the amount of any compensation or sums to be paid to Contractor or to any other Person, all such amounts shall be corrected, unless disputed in writing by Contractor within 5 days after City has notified Contractor of such error, in which event the Parties shall mutually agree on the means of resolution of such dispute. The audit shall be delivered to Contractor concurrent

with delivery to City. In the event of any such dispute, Contractor shall arrange for an escrow of the disputed amounts at interest to be paid to the Party in whose favor the dispute is resolved.

- 7.3 In the event this Agreement is terminated or forfeited prior to the expiration of its Term, Contractor shall immediately submit to the Finance Director a financial report prepared as would otherwise be required pursuant to Section 7.1, showing all required information for the time which has elapsed since the last period for which payment was made. Such report and the Keno Lottery Operation shall be subject to the audit required by Section 7.2 of this Agreement.
- 7.4 Contractor shall provide Finance Director access to the current financial statements of Contractor (if an individual), each officer of Contractor, each partner in Contractor, and any Person owning greater than 5% of any equity or other beneficial interest in Contractor. City acknowledges the financial statements and contents are confidential documents. Neither the statements nor contents shall be disclosed except on a need to know basis or as required by law and then only to permit City to effect its rights or remedies hereunder or to otherwise enforce this Agreement. Contractor shall prohibit the transfer of its shares, equity interests, or partnership interests for 18 months after the effective date of this Agreement; except, in the case of death of a partner or shareholder of the Contractor or in the case of court order. Any other transfer of such interests in the Contractor is subject to approval by the City Council.
- 7.5 Contractor shall be responsible for all federal, state, and local taxes (including income taxes from the Keno Lottery Operation), licensing, and reporting requirements for itself and lottery winners as provided or permitted by the Regulatory Requirements except to the extent City shall be responsible for the payment of the lottery tax imposed by Section 9-648 of the Act pursuant to this Agreement. Contractor shall promptly provide to the City Administrator copies of all reports and notices it submits to the Department or any governmental entity (other than the City).
- 7.6 Any obligation required of Contractor which is due or would be performed following the expiration or termination of this Agreement shall survive such expiration or termination and shall remain in full force and effect until such time as such obligation has been fully performed to the satisfaction of City.
- 7.7 (a) Contractor shall maintain, complete and separate books and records of all activity associated with the operation of the Contractor's Operation including, but not limited to, all costs and proceeds associated with Keno Lottery, pickle, and concession sales. All books and records must be sufficient to comply with the Regulatory Requirements or otherwise to enable City and its auditors to determine Contractor's full compliance with this Agreement and shall also be kept in computerized form and capable of being utilized by the City with either dial-up or on-line access and, to the extent practicable, on real time, at the appropriate City office.



- (b) City shall have the right, without notice, to review and examine all books and records of Contractor.
- (c) Contractor shall notify the Finance Director within 30 days of the commencement of any civil litigation in connection with Contractor's Operation involving any Agent of Contractor. Contractor shall notify the Finance Director within 30 days of Contractor's knowledge of the filing of criminal charges against Contractor or any Agent involving forgery, larceny, extortion, conspiracy to defraud, or any similar offense or offenses or any crime, whether a felony or misdemeanor or any offense involving any gambling activity or moral turpitude.
- (d) Contractor shall provide a monthly ticket report to the City with a detailed record of all tickets and of each winning ticket and amount. Contractor shall provide in said monthly report the name and address of each player with net winnings of \$1,500.00 or more. The monthly ticket report shall be provided within 15 days following the last day of each month's operations.

## 8. INSURANCE.

- 8.1 Contractor shall, at all times, maintain insurance with an insurer authorized to do business in Nebraska and acceptable to the City covering general liability and automobile liability, including coverage for non-owned autos, in the amount of \$5,000,000.00 per occurrence by means of a single policy or in combination with an excess or umbrella policy. Such insurance shall also provide for assumed contractual liability coverage as imposed by this Agreement. City shall be named an additional insured under all required policies of insurance and coverage. Said insurance shall contain a non-cancellation provision requiring 30 days notice to City prior to cancellation of coverage. Contractor shall maintain coverage for employer's liability and workers' compensation in the amounts as required by state law. Upon request Contractor shall provide proof of insurance to City. Contractor shall require Satellite Contractor to procure and maintain similar policies of insurance (with limits of not less than \$1,000,000.00 per occurrence, unless otherwise approved by the City Administrator in writing) to be provided and maintained for any Satellite, each naming the City as an additional insured.
- 8.2 Contractor shall also procure, maintain and provide evidence of fire and casualty insurance in an amount equal to the replacement value of each structure in which the Keno Lottery Operation is being conducted and its equipment, inventory and other materials relating to the Keno Lottery Operation. Such insurance must also include coverage for loss of revenue, including revenue to the City. Contractor shall provide employee theft coverage in the amount of \$50,000.00.

## 9. PERFORMANCE BOND.

- 9.1 Contractor shall provide a performance and payment bond in the form of a corporate surety acceptable to City in the penalty sum of \$250,000.00, said bond to guarantee Contractor's full and complete performance of this Agreement, including payment to City of all sums

due under this Agreement whether pursuant to Article 5 or the indemnity of Article 11 of this Agreement or otherwise.

- 9.2 In lieu of a Performance Bond, Contractor may file with the Finance Director an irrevocable Letter of Credit issued by a local bank or other financial institution in the required amount in a form acceptable to the City Attorney and Finance Director.
- 9.3 The Performance Bond or Letter of Credit shall be in addition to the Prize Reserve and policies of insurance required by this Agreement.
- 9.4 In the event it is necessary for City to draw on the security provided by Contractor pursuant to Articles 9 or 10 of this Agreement, Contractor shall replenish such security to the full amount within 24 hours. If Contractor shall fail to do so, Contractor shall immediately cease and desist Contractor's Operation until such security has been so replenished.

10. CONTRACTOR'S EMPLOYEES.

- 10.1 Contractor agrees to provide adequate training and supervision of its employees and any other Person who is engaged in the Contractor's Operation or has direct, unsupervised access to lottery equipment. Each Person engaging in the Keno Lottery Operation shall be individually bonded in the amount of \$25,000.00. In lieu of this requirement, Contractor may provide City, in a form acceptable to it, insurance extending to any activity which would be covered by such a bond. In addition to that mandated by the Regulatory Requirements, each employee shall be subject to a complete and thorough background investigation and criminal history check prior to, and throughout, their term of employment conducted by any governmental agency or private investigator(s) designated by the City.

11. LIABILITY AND INDEMNIFICATION.

- 11.1 For purposes of this Article 11, "damages" shall mean any and all damages, loss or injury of whatsoever nature, including all claims, demands, suits, proceedings, judgments, recoveries (including any payments by City in respect to the foregoing pursuant to a court judgment or good faith settlement by City any financial loss by reason or entitlement to or settlement of prizes exceeding net proceeds) any fine, penalty, liability, loss, any direct, special, incidental or consequential damages, any damage or injury to Person (including death or bodily injury) or property and causes of action made, asserted, sought or obtained by any private or public third Person from or against, or otherwise sustained by, City (including City's contractors, employees, licensees, officers, elected or appointed officials and all sums reasonably expended by the City for attorney fees in asserting or defending against such damages) whether under theories of breach of contract, tort, negligence, or otherwise. Contractor shall bear sole responsibility and be liable for, and shall hold the City harmless and indemnify it from and against, all damages resulting or arising from or out of or in connection with Contractor's Operation including as a result of any act, error or omission of Contractor or Contractor's Agents, or Contractor's performance, non-performance or wrongful performance hereunder of or under this Agreement or undertaken or made pursuant to the authority of this Agreement, including the ownership, selection, possession,

use, leasing, renting, operation, control, maintenance, delivery, and installation of equipment provided by the Contractor or Contractor's Agent. The City shall have the right to defend itself (or join in the defense) from and against such liabilities and damages, which defense shall be at its own expense unless Contractor fails to promptly or competently undertake defense on behalf of the City as required by and in accordance with this Section 11.1.

12. REPRESENTATIONS OF PARTIES.

- (a) In addition to any other representation of Contractor herein, Contractor further warrants and represents:
  - (i) Contractor is a Nebraska corporation, organized and existing under and by virtue of the laws of the State of Nebraska and has the power and authority to own its properties and to carry on the business as presently conducted and as represented in this Agreement.
  - (ii) This Agreement has been duly authorized, executed and delivered by Contractor; and Contractor has all requisite corporate power and authority to execute, deliver and perform this Agreement; and this Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms and conditions.
  - (iii) The execution, delivery, and performance of this Agreement will not violate, or be in conflict with, or result in a material breach of, or constitute a default under, any material agreement, order, judgment, or decree to which Tenaska is a party or by which Contractor is bound.
  - (iv) Contractor will obtain as required any and all lawful authority to undertake and perform Contractor's Operation.
  - (v) It has examined or is familiar with all current Regulatory Requirements applicable to any activity to be performed under or pursuant to this Agreement.
  - (vi) To the best of its knowledge, after due and diligent inquiry, neither the Contractor nor any of Contractor's Agents has been connected with or interested in, directly or indirectly, any Person, partnership, firm, corporation, or other party licensed or acting as a distributor, manufacturer, or manufacturer-distributor under the Regulatory Requirements. Contractor further represents that it shall not permit any such Person to acquire any such interest in Contractor or this Agreement.
  - (vii) To the best of its knowledge, after due and diligent inquiry, no elected official, no officer or employee of the City has a financial interest, direct or indirect, in Contractor or Contractor's Agents or this Agreement. Contractor

further represents that it shall not permit any such Person to acquire any such interest in Contractor or this Agreement without prior consent from the City Council.

- (viii) That no Person shall, on the grounds of race, color or national origin, disability, political or religious opinion or affiliation be excluded from participation in, be denied the proceeds of, or be subject to unlawful discrimination of any nature in any of Contractor's Operation; that Contractor shall not discriminate against any employee for employment because of race, religion, color, sex, disability or national origin; and that Contractor shall take affirmative action to insure that applicants are employed and that employees are treated, without regard to their race, religion, color, sex, disability or national origin.

- (b) City makes no warranties or representations of any nature in connection with this Agreement.

### 13. MISCELLANEOUS PROVISIONS.

- 13.1 Player Ineligibility. Contractor shall not knowingly allow or permit any officer, director, shareholder, partner or any Person having any equity, partnership, ownership or materially beneficial interest or any member of their respective immediate family members (i.e., spouse, children, grandchildren, brother, sister, parents, father-in-law, or mother-in-law) in Contractor nor any elected or appointed official of the City to play Keno Lottery or collect any Prize. No Person employed by Contractor in any capacity shall play Keno Lottery or collect any Prize, including a Progressive Game Prize, except in the regular course of business during off-duty hours.
- 13.2 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, nor shall the invalidity or unenforceability of a portion of any provision of this Agreement affect the validity and enforceability of the balance of such provision. All other provisions and parts of provisions shall remain in full force and effect, provided however, if in the sole opinion of City, the removal or inoperative effect of any such provision or part of provision so declared invalid or unenforceable shall materially affect City's rights hereunder, City may terminate this Agreement.
- 13.3 Time is of Essence in this Agreement. Whenever this Agreement shall set forth any time for any action to be performed by or on behalf of the Contractor, time shall be deemed of the essence and any failure of the Contractor to perform within the time allotted shall be sufficient grounds for the City to terminate this Agreement.
- 13.4 Complete Agreement. This Agreement includes the RFP, and the Proposal, including all exhibits and attachments to any of them, all of which are incorporated into this Agreement and made a part hereof as if fully set out herein. It constitutes the entire agreement between the City and Contractor and supersedes any other agreement or understanding between

them. This Agreement may not be discharged, amended or modified except in writing mutually agreed between the Parties. Any amendments or modifications to this Agreement shall be binding upon Contractor's guarantor or surety without notice.

- 13.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
- 13.6 Assignment. Neither this Agreement nor any of Contractor's rights, privileges, liabilities or obligations hereunder may be assigned, subcontracted or transferred by Contractor without the prior written consent of the City, which may be withheld in its discretion.
- 13.7 Survival. All representations, warranties, indemnities, limitations and remedies provided for under this Agreement shall survive the expiration or termination of this Agreement.
- 13.8 Keno Administrator. Except where otherwise expressly provided in this Agreement, the City Administrator (or his/her designee) shall be responsible for the City's administration of this Agreement. Contractor shall at all times abide by the reasonable and lawful directives and requests of the City Administrator while administering this Agreement. Upon request of the City Administrator, Contractor shall remove any Person from involvement with the Keno Lottery Operation whose presence or involvement, in the opinion of the City Administrator, may adversely reflect upon the Keno Lottery Operation or City.
- 13.9 Notice. Whenever required under this Agreement, notice shall be considered sufficient only if made in writing and is: hand-delivered; sent by telephone facsimile (but only if the original is received within 48 hours thereafter); or, sent by certified or registered mail, postage prepaid. Notice shall be addressed as follows:

- |  |   |
|--|---|
| (a) To the City:   | With Copies to:   |
| City Administrator<br>210 West Mission Street<br>Bellevue, Nebraska 68005    | Finance Director<br>210 West Mission Street<br>Bellevue, Nebraska 68005       |
| (b) To the Contractor:   | With Copies to:   |
| Bellevue Keno Casino, Inc.<br>5015 Underwood Avenue<br>Omaha, Nebraska 68132 | Jeffrey A. Silver<br>10050 Regency Circle, Suite 120<br>Omaha, Nebraska 68114 |

Either party may designate a different Person or address by providing notice of the change to the other.


- 13.10 Approvals/Consents. Whether or not otherwise so specified in this Agreement, all consents and approvals required hereunder shall not be valid unless made in writing.

13.11 Headings. The descriptive headings of this Agreement are used for convenience only and shall not be deemed to affect the meaning or construction of any such provision.

13.12 Relationship of Parties. Nothing in this Agreement shall be deemed or construed to create a joint venture or any relationship by or between the City and Contractor other than that of an independent contractor whose operations include operating Keno Lottery on behalf of the City.

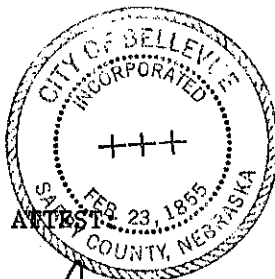
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

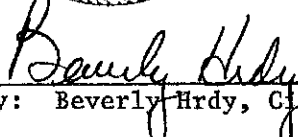
Bellevue Keno Casino, Inc., a Nebraska corporation

  
By: Ted Baer, President

CITY OF BELLEVUE, a municipal corporation of  
the first class and a political subdivision in Sarpy  
County, Nebraska

  
By: Jerry Ryan, Mayor



  
By: Beverly Hrdy, City Clerk

BELLEVUE'S



BEST BET

## **Bellevue's Keno Casino**

3915 Harrison  
Bellevue, NE  
(402) 733-9512

### **Exhibit A**

#### **BELLEVUE KENO CASINO SATELLITES**

1. **Kendall Hospitality L.L.C. d/b/a Tooters Lounge at Quality Inn & Suites, 1811 Hillcrest Drive, Bellevue, Nebraska**
2. **Hey Babes, Inc., 512 Galvin Road, Bellevue, Nebraska**
3. **Quorem Lounge, 601 North Ft. Crook Road, Bellevue, Nebraska**
4. **VFW Post 2280, 2108 Franklin Street, Bellevue, Nebraska**
5. **Ham's Bellevue Bar, 2303 Lincoln Road, Bellevue, Nebraska**
6. **Chandler Inn, 2617 Chandler Road, Bellevue, Nebraska**
7. **Plaza Lounge, 701 Galvin Road, Bellevue, Nebraska**
8. **Bear's Bar, 2210 Franklin, Bellevue, Nebraska**
9. **Fort Crook Billiards, Inc., 908 Fort Crook Road So., Bellevue, Nebraska**
10. **Jammers Pub, 1505 Galvin Road, Bellevue, Nebraska**
11. **Sundowner Bar, 5031 Harrison Street, Bellevue, Nebraska**

BELLEVUE'S



BEST BET

## Bellevue's Keno Casino

3915 Harrison  
Bellevue, NE  
(402) 733-9512

### Exhibit B

The two-bit(quarter keno), 20 spot, top/bottom, outside Edge, and \$1.50 rate Super Special are detailed in the attached pay book.

These four are \$1 promotional propositions that we would like to offer at the main game.

1 spot pays \$3.50 – First day of the month

2 spot pays \$15 – Every Tuesday for 90 days, and the second day of every month

3 spot pays \$65 – Every Thursday for 90 days, and the third day of the month

4 spot pays - 2 of 4 50 cents - On the fourth of every month

3 of 4 - \$2

4 of 4 - \$225

The last day of every month we will offer all four propositions.

Million Dollar game -- Insurance contract still needs state approval. We will submit the contract to Bellevue if we receive state approval.

\$1 ten spot bet

5 of 10 pays \$1

6 of 10 pays \$10

7 of 10 pays \$100

8 of 10 pays \$1000

9 of 10 pays \$10,000

10 of 10 pays \$1,000,000

Millennium Specials – Why not 2 K ? We are planning to run starting December 26<sup>th</sup> thru January 15<sup>th</sup> at all of the locations.

\$35 three spot –

2 of 3 pays \$10

3 of 3 pays \$2000

\$8 four spot –

3 of 4 pays \$4

4 of 4 pays \$2000

\$1.50 five spot –

4 of 5 pays \$1.50

5 of 5 pays \$2000

PROGRESSIVE –

\$2.50 six spot bet

Starts at \$11,000 and increases 50 cents every time it is played





## City of Bellevue

Office of the Mayor

**To: Joseph A Mangiamelli City Administrator City Council President Jim Moudry and members of the City Council**

**From: Rita Sanders Mayor City of Bellevue**

**Subject: Mayor's Report**

**April 2018**

- Host United Cities meeting. Discussions on Legislative updates
- Visit Fairview Elementary School
- Attend Community Development Week Celebration at State Capital Lincoln-award given to CASA
- Meeting with prospect developer
- Attend Heartland 2050 Executive Committee meeting for update
- Attend Project Harmony annual meeting and opening ceremony
- Organize and attend Trade Mission meeting for Mexico with Mexican Consul
- Attend/celebrate Years of Service Coffee for City employees
- Meeting with Omaha Chamber Military liaison, Jeff Mikesell and update
- Assist with organizing-America's Run for the Fallen coming through Bellevue June 7th
- Attend Creighton University Luau
- Meeting with prospective developer
- Attend agenda/Council meetings
- Attend City's Volunteer Dinner
- Attend the movie The Amendment with County Attorney
- Attend briefing/helicopter tour with Nebraska National Guard-Commission on Military and Veteran Affairs
- Attend OAC annual meeting
- Attend Opening Ceremony/reception for International Horse Show
- Attend the Submarine Ball/STRATCOM
- Attend St. Mary's annual dinner/fundraiser
- Attend Sister City's annual dinner
- Attend and meet Omaha Chamber's new VP-Dee Baird
- Meet with First Responders Foundation President to include Bellevue
- Visit Anderson Grove Elementary School
- Attend Ribbon Cutting at AtomMIK Café
- Attend Bellevue Public School Annual Scholarship Breakfast
- Attend Smart Cities Lab meeting
- Attend and speak at the Bellevue Chamber- Mayor's Forum luncheon
- Visit Latter Day Saint Food Pantry
- Attend and Presents Awards for Bellevue Kiwanis A.C. Lofton Art Show



## City of Bellevue

Office of the City Administrator

April 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 upcoming City Council agenda items
- \*Met w/potential purchaser and broker of Champions Baseball Village
- \*Met w/County Assessor staff to discuss potential property valuation for former city hall parcel
- \*Met w/Offutt and Burlington Capital personnel to update on aquatics venue
- \*Conference call with Omaha representatives for PACE program
- \*Met with staff to review PACE statute and Omaha ordinance for implementation in Bellevue
- \*Met with staff to review upcoming citizen survey to assist with budget preparation
- \*Attended Bellevue Community Breakfast
- \*Attended Offutt Advisory Committee update meeting
- \*Attended Sarpy County Mayors Forum meeting
- \*Met with staff of Papio/Missouri River Natural Resources District to discuss Haworth Park levee
- \*Met with directors of Greater Bellevue Area Chamber of Commerce and Sarpy County Economic Development Corporation to discuss joint planning efforts to meet the goals of the respective agreements with the city
- \*Met with employee and supervisor to discuss wage concern
- \*Attended AtomMik Café ribbon cutting
- \*Attended Great Plains conference dinner
- \*Attended Sarpy County Wastewater Agency administrators meeting

Printed on old letterhead to use up stock



City of Bellevue  
Office of Administrative Services  
1500 Wall Street • Bellevue, Nebraska 68005 •

### Department Activity Report April 18, 2018

#### **Administrative Services Director**

- FMLA case management (4)
- Leadership team meeting 4/10
- Ultipro activation calls: 4/11 & 4/18
- Recognition & Appreciation committee; host quarterly years of service coffee on 4/6, Assist with planning 1 retirement reception, and the summer employee appreciation picnic.
- Attend 2 meetings regarding personnel matters
- New hire employee orientation meeting (1)
- Participate in the all department head meeting 4/5
- Assist with ENCAP lease renewal details.
- Attend Coordinated Transit Committee meeting 4/18
- Schedule ADA Oversight Committee meeting, prepare minutes, prepare agenda.
- Attend introductory Elderly & Mentally Ill Task Force meeting 4/18
- 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.

#### **Human Resources Manager**

- Personnel issues – (3) matters under review
- ACA variable hour tracking
- UltiPro user acceptance testing
- UltiPro time management setup
- UltiPro status meetings 03/28 and 04/04
- Payroll conversion pay code testing
- Employee access assignment
- Payroll went live on UltiPro April 6<sup>th</sup> without issues!
- Payroll processing 04/06

**HR Coordinator and Personnel Technician, April 3 through April 16, 2018**

- **Record Management:**

Prep, Input and Record Payroll Changes for processing for April 20th payroll running parallel's in both Ulti Pro and Paychex

- Processed Address Changes – 4                      Name Change - 0
- Travel & Training Requests Processed 8                      Narratives Received - 2
- 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.
- Recorded Performance Evaluations – 6                      Verifications of Employment – 5
- 
- **Applicants/Recruitment:** Park & Recreational Seasonal, Electrical Inspector, Building Inspector, Fabrication Supervisor, AEO I – Streets, Traffic Sign/Signal Supervisor
- Regret letters- Code Enforcement, Maintenance Worker III

- **Benefit Orientation/Employee Exits/Resignations:**

- 1 - Full Time Exit
- 2 – Full Time Benefit Orientation
- 1 - Promotion
- 1 – Return from Leave
- 0 – Transfer
- 0 –Leave of Absence
- 3 – Resignations/Terminations

- **Benefit Administration:**

- |  |                                  |
|--|----------------------------------|
| ▪ COBRA Notices – 2  |                                  |
| ▪ Retirement Enrollment/Rollovers - 2  | Retirement Payout/Withdrawal - 1 |
| ▪ Processed 457 Transfers/Enrollments/Changes -                                | 2 TASC Resign - 1                |
| ▪ Beneficiary Changes - 0  | QDRO - 1                         |
| ▪ Processed New or changes to Principal Loan – 1                               |                                  |
| ▪ 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                           |                                  |

- **Onboarding / Payroll Administration:**

- Prep, E-Verify and Process New Hires - 3
- Background Checks - 3
- Medical Testing for New Employees - 2

- Salary authorizations sheets sent to supervisors, directors and City Administrator in preparation for payroll increases.
- Audited TASC payroll verification and sent PVR and finalization to finance
- 
- **Reports:**
- Prepared Activity Report for HR Manager
- 
- **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 for new employees.
- Auditing benefit deductions for new payroll software
- 
- **Training:** Motherhood Penalty – The New Workforce Gender Equity Factors – Cathey
- **Civilian Retirement Committee:** Coordinating Employee Education Workshop for April 18<sup>th</sup>

#### ▪ **HUMAN SERVICE PROGRAM SPECIALIST 2 WEEK REPORT**

**April 1<sup>st</sup> - 17th**

- **FINANCIAL ASSISTANCE**
- OPPD 1
- Rent 4
- MUD 0
- BH 0
- **TOTAL= 5**
- **TOTAL NO SHOWS= 5**
- 
- **FOOD PANTRY**
- **TOTAL= 1**
- 
- **MEETINGS**
- BMA...4/5, 4/12
- CR...4/2, 4/9, 4/16
- BMA Regional...4/10
- Navigation Training-100 Day Challenge...4/17

#### **Specialized Transportation Service**

Vehicles traveled -2,476 miles  
 Passenger boardings – 390  
 New clients registered - 2



## City of Bellevue

Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

April 18, 2018

From: Sabrina Ohnmacht, City Clerk

RE: Information for Administration Report

Reviewing proposals from a couple different companies on recodification.

Taking several vehicles and Police motorcycles to the County for licensing.

Non-Class "C" Liquor Licenses continue to come in, be paid for, and picked up.

Fireworks Applications are due by the 30<sup>th</sup>.

Susan will be attending the Excel 2 Class tomorrow, April 19.





## CITY OF BELLEVUE

### FINANCE DEPARTMENT

1500 Wall Street – Bellevue, NE 68005 – (402) 293-3000

## Bellevue Finance Department Status Report April 23, 2018

### ACCOUNTING AND FINANCE

- Filed audit report timely along with associated compliance submissions
- Performed treasury management functions
- Confirmed deposits; researched undocumented cash receipts
- Issued payments for approved expenses
- Downloaded payroll data and imported into the general ledger
- Reclassified/transferred expenses between departments; worked extensively with Public Works departments
- Reconciled bank accounts at March 31, 2018
- Recorded and verified bank deposits
- Adjusted rights to approved Abila general ledger system users
- Retrieved documentation and answered department's questions regarding YTD financials
- Allocated fuel, fleet, postage, office supplies and janitorial supply expenses to departments
- Created journal entries to record transactions for departments
- Authorized CDBG reimbursements
- Prepared City Council Claims and researched items
- Participated in weekly conference calls with the Ultimate Group for the new payroll system
- Worked with American National Bank on new payroll system banking processes
- Tested Ultimate Payroll system downloads to the general ledger
- Met with several departments to update the financial forecast
- Determined causes of budget variances to the quarterly financial forecast
- Processed credit card transactions and reconciled statements
- Recorded and verified receipts from the PayPort System and Haworth Camping System
- Reviewed accounts payable
- Prepared, analyzed and filed Sales Tax and Lodging Tax returns

	Six-Months Ended March 31, 2018		Full Year Forecast	
	Actual	Variance to Budget	Forecast	Variance to Budget
Revenues	\$ 38,873,642	\$ 2,369,968	\$ 77,463,333	\$ 1,350,147
Expenditures	\$ (35,990,142)	\$ 220,338	\$ 78,979,185	\$ (2,445,451)
Net Revenues	\$ 2,883,500	\$ 2,590,306	\$ 2,883,500	\$ (1,095,304)

Through six months, the City is favorable to its fiscal year ending 2018 budget. However, the forecast indicates significant unfavorable effects from higher wages and capital projects. There are timing issues regarding some of last year's projects. Management of personnel and capital projects will be required in the second half of this fiscal year.

### **CDBG:**

- Continued answering application questions and researched project eligibility. CDBG Applications for 2018 funding were due April 13<sup>th</sup>
- Prepared and submitted Quarterly Federal Financial Report to HUD for review.
- Finalized environmental reviews in IDIS HEROES system and approved finalized reports for archiving.
- Set up 2017 projects and activities and completed allocation of funds in the HUD IDIS system.
- Worked with Buckley Construction, 2110 Office Rehab project, to determine next steps moving forward with environmental testing.

### **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
- Conferred with division heads re: claim
- All Department head meeting
- Researched claim payments and reimbursements
- Processed appropriate invoices for payment
- Continued to manage modified duties for restricted employees
- Coordinated the Walking Challenge registration for the 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 PW employee
- Fieldwork – site inspections of pools/splashpads
- Met with Rep for safety boot company

#### **Safety Inspector:**

- Conducted random safety check on tree trimming crews, to help insure all safety gear is being used.
- Conducted safety inspection of Street Department shops
- Coordinated with building maintenance to move the final remaining items from 210 City Hall offices
- Conducted all duties associated with auctioning surplus equipment
- Total Gov Deals sales to date: **\$249,000 in sales**

Respectfully submitted,

Rich Severson  
Finance Director, City of Bellevue





## City of Bellevue

Fire Department

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

### Bellevue Fire Department Council Report

Report Date 4/17/2018

#### A. General Items:

- QA/QI
- New part time firefighter to complete computer security training.
- 12 Lead training provided by Rick Erickson Wednesday and Thursday evenings
- Children's Hospital providing training Friday
- Exercise design team meeting at Bellevue University 4-16
- Preparing to attend pre-build meeting next week in Ohio for new Medic.
- Riverfest planning meeting on 4-20
- Continue training/preparations for disaster drill 5-18
- 911 quarterly meeting on 4-25
- Continue to work on Ultimate payroll system.

#### B. Training:

- Continue Mass Casualty Incident training.
- Simple Triage And Rapid Treatment
- Infection control and Rescue Task force training

#### C. Inspections:

- Plan review for remodels at Bellevue East, Avery and Peter Sarpy schools
- Fire alarm test for Department of Motor Vehicles remodel.



## City of Bellevue

Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### D. Calls: April 4<sup>th</sup> through April 16<sup>th</sup>

Fire – 39

Rescue - 121

### E. Ambulance Billing

- No mid-month report

### F. Manpower Report Staffing

Staffing Report from 4/2/2018 through 4/8/2018

Monday	AM	E-1,21,31,41	3-Person	
Monday	PM	E-1	3-Person	
Tuesday	AM	E-1,41	3-Person	
Tuesday	PM	Full		
Wednesday	AM	E-41	3-Person	
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	E-1	3-Person	
Friday	AM	E-31	3-Person	
Friday	PM	E-21,41	3-Person	
Saturday	AM	E-31,41	3-Person	
Saturday	PM	E-1,31	3-Person	
Sunday	AM	E-21,31	3-Person	
Sunday	PM	E-31,41	3-Person	

Staffing Report from 4/9/2018 through 4/15/2018





## City of Bellevue

Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	E-31	3-Person
Wednesday	PM	Full	
Thursday	AM	Full	
Thursday	PM	Full	
Friday	AM	E-31	3-Person
Friday	PM	E-41	3-Person
Saturday	AM	Full	
Saturday	PM	Full	
Sunday	AM	E-1,31	3-Person
Sunday	PM	Full	



## 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: 4/10/2018**

- April 8-14 is National Library Week. In addition to all the regular activities at the library and the special Adult Library Program and OmahaGives activities, the library will be handing out free library related pencils during the week. Also, staff members have begun making special "I Love My Library" T-shirts and book bags, among other items to sell as a fundraiser, starting this week.
- Over 400 adults have signed up for the 2018 Adult Library Program in its first week, and the first weekly prize winners have been announced. The program which includes prize drawings for title slips turned in to the library and special events continues through May 12.
- In recognition of April as National Poetry Month, the Adult Department has a special display/passive activity going on. The #bookspinepoetry project invites patrons to create poetry out of books, using the titles on the book spines for the lines of the poem. The poems can then be shared online through social media using a QR code to link to the library's Facebook page. Titles in the display range from children's to adult books.
- The Junior Friends of the Bellevue Public Library are once again planning fund-raisers at the Pizza Ranch in Papillion. The junior volunteers will bus tables for tips and 10 percent of the sales on Monday, April 30, and again on Monday, May 28, from 4 to 8 p.m. All money earned for these activities go to support children's programming and community outreach.
- The City of Bellevue received six proposals by April 2<sup>nd</sup> from area architectural firms related to a Request for Proposal (RFP) for Professional Consulting Services for Public Library Feasibility Assessment. The assessment request and process was approved as part of the City's 2017-2019 Strategic Plan. The six proposals are being reviewed by a Selection Committee of Joe Mangiamelli, City Administrator, Jeff Roberts, Public Works Director, Thomas Burns, City Council Member, Julie Dinville, Library Director, John Seyfarth, Library Board President, and Lupe Mier, Bellevue Library Foundation Treasurer. The committee plans to evaluate the proposals and submit recommendations by April 12<sup>th</sup> to narrow the field down to a short list of three for interviews the week of April 30.



## 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:** 4/17/2018

- The Parks Department replaced a spruce near the John Rice Memorial sign recently. Two spruce trees were originally donated for the landscape planting as memorials, with one succumbing to disease last year. The new tree has been paid for by the Bellevue Library Foundation.
- Starting on April 11<sup>th</sup>, the Young Adult (YA) Department has offered a Blackout Poetry Challenge to teens in celebration of April as National Poetry Month. As part of the challenge, teens are invited to choose a page from a book which had been designated for recycling and to use a sharpie/dark marker to black out everything BUT the words they want to use to create a poem. Teens then have the option of pinning their poems to the bulletin board in the YA area.
- Registrations for the 2018 Adult Library Program continue at a good pace with over 500 adults registering in the first two weeks. This already surpasses last year's registration level of 480 participants. The six-week program concludes on Friday, May 12. Adults are invited to turn in title slips for books that they read or listen to, and these slips are then entered for weekly and grand prize drawings. In addition, a full calendar of events has been planned, and attendees receive special drawing slips for participation in these programs.
- Members of the Bellevue Library Board, the Bellevue Library Foundation, the Friends of the Bellevue Public Library, and Library Director Julie Dinville enjoyed the Volunteer Appreciation Dinner held at the Beardmore Event Center of Bellevue which was hosted by Mayor Rita Sanders and the Bellevue City Council on Thursday, April 12.
- Monthly staff meetings were held at the library on April 12<sup>th</sup>, and among the topics reviewed were procedures for severe weather, updates on the Adult Library Program and the OmahaGives raffle campaign, discussion of the new paycheck/time clock system, and the OverDrive Advantage program for ebooks.
- Evaluation of proposals submitted for a Request for Proposal (RFP) for Professional Consulting Services for Public Library Feasibility Assessment were returned to City Administrator Joe Mangiamelli by Selection Committee members on April 12. From six total proposals, a short list of three firms will be selected for interviews based on the evaluation scoring. A date of May 3<sup>rd</sup> has been scheduled for the interviews.



## City of Bellevue

Office of the Planning Department

**To:** Mayor Sanders, City Council, and City Administrator Mangiamelli  
**From:** Chris Shewchuk, Planning Director *CMS*  
**Date:** April 18, 2018  
**Subject:** Department comments for Administration Report

I attended a meeting with other Sarpy County jurisdictions regarding the future waste water plan and growth management policies for the southern Sarpy area. There will be at least one more follow-up meetings on this topic.

I attended a meeting with other City staff and representatives of Offutt AFB regarding a potential partnership for the development of a municipal swimming pool in the southwest part of the City.

I participated in a meeting regarding potential options for addressing the traffic concerns around 15<sup>th</sup> Street and Cornhusker Road.

I met with a property owner regarding possible uses of the property at the southeast corner of 25<sup>th</sup> Street and Highway 370.

The planned meeting of the Offutt Joint Land Use Study implementation group was cancelled by MAPA.

I attended the weekly meeting of the Smart Cities Lab technical group; potential pilot projects were discussed for presentation to the Steering Committee.

Tammi attended the quarterly meeting of the Complete Streets committee.

I attended the annual Mayors Forum presented by the Bellevue Chamber.

Tammi met with developers regarding a potential redevelopment of the property formerly occupied by Summer Kitchen Cafe at Wolf Creek Plaza.

Tammi met with representatives of Bryan High School regarding the placement of portable classrooms.

I will be out of the office April 30 through May 7.

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**INTEROFFICE MEMORANDUM**

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**TO:** JOE MANGIAMELLI  
**FROM:** ACTING CHIEF STUKENHOLTZ  
**SUBJECT:** DIRECTORS BRIEF  
**DATE:** 4/18/2018

Assisted Sarpy County in touring a joint corrections, mental health and medical facility out of state.

Continue the planning for the active shooter scenario at Bellevue University in May.

Will conduct oral boards and begin backgrounds on police candidates.

**Code Enforcement Stats:**

<b>April 9, 2018</b>	<b>April 16, 2018</b>
Calls – 259	265
Notices:	
Zoning – 8	5
Nuisance – 35	61
Clean Ups – 0	7
Tree Removal – 0	0
Certified Notices – 8	9
Officer Initiated – 26	29
Towed Vehicles – 3	3
Red Tags – 7	7



City of Bellevue  
Public Works Department  
1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

## Public Works Director's Report

### April 23, 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 04.09.17, 04.23.18
  - Superintendent meetings 04.15.18, 04.29.18
  - MAPA TTAC 04.19.18

#### **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 04.18.18
  - UCC monthly meeting 04.11.18

#### **Parks: Brian Madison**

- Working on Work Orders that are submitted
- Tree maintenance in various parks
- Winter Duties

#### **Recreation: Jim Shada**

Listed below the total number of Registrations we have taken to date:

- Baseball/Softball - 249
- Spring Training - 31
- Flag Football - 56
- Sports Camp - 15
- Tennis Lessons - 38







**City of Bellevue**  
Public Works Department  
1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

- Track Club - 25
- Swimming Lessons - 77
- Swim League - 9
- Swim Passes - 5
- Total Registration to Date - 515
- Total Revenue to Date - \$14,584

Flag Football League begins today and runs every Monday through the month of April from 6:00 pm - 7:30 pm at Baldwin Field #1. As in past years Bellevue East High School Coaches and players assists in running this activity.

Weather permitting Club Baseball/Softball games and practices begin this week at Baldwin, Haworth and McCann ballfields.

**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	3	8
Public Works	1	1
Parks	15	57
Recreation		





## City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

Cemetery	4	9
Streets	13	48
Fleet Maintenance	1	1
Permits & Inspections		
Police	27	202
Fire	13	306
Wastewater	2	15

*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 05.14.18