

Bellevue City Council Meeting

Monday, May 14, 2018 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE

2. INVOCATION - Pastor Dan Wills Sr., Chandler
Acres Baptist Church, 7505 Chandler 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 23, 2018, City Council Meeting
and the April 23, 2018, Board of
Equalization Meeting (City Clerk)

2. *Approving the Appointment of
Deborah Woracek to the Tree Board for
a four-year term until May 2022
(Mayor)

3. *Approval of Claims (Finance
Director)

4. *Approval of Settlement of Tort
Claims and Authorize Mayor to Sign the
Release and Settlement Agreements
(City Attorney)

5. *Release of Easement lying within
Lots 1 and 2, Wolf Creek Replat 7
(Public Works Director)

6. *Approval of the 2018 Campground
Host Agreement with Denise McAlexander
and Authorize the Mayor to sign the
Agreement (Public Works Director/Parks
Superintendent)

6. SPECIAL PRESENTATIONS:

a. Sarpy County Economic Development
Corporation - First Quarter Update - Andrew
Rainbolt

b. Presentation: 15th Street Extension
Options (Public Works Director)

c. Proclamation: Recognizing May 20-26,
2018, as "National Public Works Week"

7. LIQUOR LICENSES:

- a. The Crook Inc., dba "Pharaohs Bar and Grill" - Application for a Class "I" Liquor License at 910 Fort Crook Road South and Nicol Peterson as Manager (City Clerk)
- b. Travis R. Emerson - Manager Application of the Class "D" Liquor License held by Walmart Inc., dba "Walmart 2847," at 10504 South 15th Street (City Clerk)

8. ORDINANCES FOR ADOPTION (3rd reading): None

9. ORDINANCES FOR PUBLIC HEARING (2nd reading):
None

10. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 3904: Amending City Code Section 2-30 by eliminating the Public Requests to be Heard section from the Order of Business (Administration)

b. Ordinance No. 3905: Sale of City Surplus Property just South of 1311 Bluff Street (City Attorney)

11. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Public Hearing on the Application for a Privately-Operated Farmers Market on City-Owned Property Applicant: Carol Blood
Location: Washington Park (City Clerk)

12. RESOLUTIONS:

a. Resolution No. 2018-13: Bond Reimbursement Resolution for 2018 Paving Improvements (Finance Director/Public Works Director)

13. CURRENT BUSINESS:

a. Request for Approval of the First Amendment to the Conditional Use Permit for a Self-Storage Facility Applicant: Arun Agarwal Location: 7601 South 25th Street (Planning Director)

b. Approval of and Authorization for the Mayor to Sign the Renewal of a Contract with SirsiDynix for Seven (7) years to provide the Integrated Library System to the Library (Library Director)

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

15. PUBLIC REQUESTS TO BE HEARD

16. CLOSED SESSION: None

17. ADJOURNMENT

MINUTE RECORD

Bellevue Board of Equalization, April 23, 2018, Page 1

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rita Sanders at the Bellevue City Hall at 5:30 p.m. on the 23rd day of April, 2018. Present were Council Members John Hansen, Paul Cook, Pat Shannon, Don Preister, Thomas Burns, and Jim Moudry.

Notice of this meeting was given in advance thereof by publication in the Bellevue Leader, the designated method for giving notice, and was also given to the Mayor and all members of the Board of Equalization and a copy of the affidavit of publication and the Member's acknowledgment of receipt of notice are hereby attached to these minutes. All proceedings shown hereafter were taken while the convened meeting was open to the public.

Open Meetings Act

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

Acknowledge Receipt of Minutes from the March 12, 2018, Board of Equalization Meeting

These Minutes were approved at the March 26th City Council Meeting.

Public Hearing to Consider the Levy of Liens for Non-Payment of Costs Associated with the Mowing, Trimming, Tree Removal, and/or Other General Property Clean-Up Efforts on Properties within the City of Bellevue

City Clerk Sabrina Ohnmacht advised of four properties that had either been paid or were in the process of being paid so they would be removed from the listing.

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

Ms. Michele Bridges, Ms. Stephanie Ayars, and Ms. Jennifer Toledo were all present to dispute the charges to their properties as the work was done prior to their purchases of the property.

Lengthy Council discussion.

Mayor Sanders asked for additional comments in support of or in opposition to the proposed liens. No one else came forward. Mayor Sanders closed the public hearing.

Resolution No. BOE 2018-0423-01

Motion was made by Cook, seconded by Shannon, for passage of Resolution No. BOE 2018-0423-01.

Motion was made by Cook, seconded by Shannon, to reopen for public hearing. Roll call vote was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Mayor Sanders opened the meeting to a public hearing to give opportunity for individuals to speak.

Ms. Kathy Welch spoke based on her experiences as a realtor when it came to these issues.

Mayor Sanders asked for additional comments. No one else came forward. Mayor Sanders closed the public hearing.

Motion was made by Cook, seconded by Shannon, to amend the Resolution by removing the three properties discussed during the public hearing from the listing.

Motion was made by Moudry, seconded by Shannon, to also remove the four properties noted by the City Clerk. Roll call vote on the amended amendment was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

<u>Name</u>	<u>Service Address</u>	<u>Parcel #</u>	<u>Legal Description</u>	<u>Amount</u>
SLAJ LLC	2104 Lloyd Street	010456376	Lot 124 Twin Ridge	\$400.00
Wood Boulder LLC	7629 South 39th Avenue	010593349	Lot 3 Block 6 Southern Hills	\$200.00
Albert Bueno	7212 South 21st Avenue	010361537	Lot 109 Chandler Hills	\$300.00
Jayson Davidson & Rocio D. Lopez-Esquivel	2710 Margo Street	010512861	E 1/2 LOT 23 & ALL LOTS 24, 25 & 26 BLOCK 8 FIRST ADDITION TO RANDOLPH PLACE TO SOUTH OMAHA & 1/2 VAC ALLEY ADJ	\$200.00

MINUTE RECORD

Bellevue Board of Equalization, April 23, 2018, Page 2

John & Kimberly Detemple and Doshia Cornell	2005 Tulip Lane	010475664	Lot O Hillside Subdivision	\$200.00
Express Funding Corporation	Outlot E Quail Creek	010744800	Outlot E Quail Creek	\$150.00
Express Funding Corporation	Outlot E Quail Creek	010744800	Outlot E Quail Creek	\$150.00
Leonel Gamez & Abigail Cerdas	6912 South 41st Avenue	010367772	Lot 3 Block 2 Valley View	\$300.00
HBI LLC	2722 Joann Avenue	011310596	Lot 77 Southern Oaks	\$200.00
HBI LLC	2722 Joann Avenue	011310596	Lot 77 Southern Oaks	\$350.00
Harrison Properties LLC	3843 Harrison Street	010375074	LOT 15 BLOCK 2 GOOD LUCK ADDITION & VAC ALLEY ADJ	\$350.00
Harrison Properties LLC	3843 Harrison Street	010375074	LOT 15 BLOCK 2 GOOD LUCK ADDITION & VAC ALLEY ADJ	\$150.00
Harrison Properties LLC	3843 Harrison Street	010375074	LOT 15 BLOCK 2 GOOD LUCK ADDITION & VAC ALLEY ADJ	\$250.00
Chris Hartin-Kovy	12729 Ridgeview Circle	010766588	Lot 86 Falcon Forest	\$300.00
Rodolfo & Maria J Partida	1719 Ft Crook Road North	010411550	LOTS 8A, 8B & 8E2 DEE'S ADDITION TO SOUTH OMAHA	\$150.00
Rodolfo & Maria J Partida	1719 Ft Crook Road North	010411550	LOTS 8A, 8B & 8E2 DEE'S ADDITION TO SOUTH OMAHA	\$250.00
WENDL PROPERTIES LLC	410 West 30th Avenue	010461930	LOT 17 WILSON & JOHNSON SECOND SUBDIVISION	\$550.00
WENDL PROPERTIES LLC	410 West 30th Avenue	010461930	LOT 17 WILSON & JOHNSON SECOND SUBDIVISION	\$200.00
Hopow LLC	Lot 1, Gregg Court Replat 1	011577707	Lot 1, Gregg Court Replat 1	\$150.00
Kile & Kristi Johnson	14230 South 30th Avenue	011166371	Lot 55 Two Springs Replat 1	\$400.00
Sylvia Jones	2008 Avery Road	010474536	Lot 16 Hillside Subdivision 9A	\$250.00
Sylvia Jones	2008 Avery Road	010474536	Lot 16 Hillside Subdivision 9A	\$350.00
Sylvia Jones	2008 Avery Road	010474536	Lot 16 Hillside Subdivision 9A	\$150.00
Sylvia Jones	2008 Avery Road	010474536	Lot 16 Hillside Subdivision 9A	\$250.00
Jennifer Silva	7110 South 18th Street	010407596	LOT 3 BLOCK 5 UNION PACIFIC	\$300.00
MTGLQ INVESTORS LP	2412 Circletown Place	010384081	Lot 8 The Town	\$200.00
MTGLQ INVESTORS LP	2412 Circletown Place	010384081	Lot 8 The Town	\$150.00
Jamie C & Maureen Shum Jr.	8613 South 11th Street	011573514	LOT 2 SWANEY'S ADDITION REPLAT II	\$200.00
VASKO BROTHERS PROPERTIES LLC	7711 South 41st Avenue	010592423	Lot 15 Block 8 Southern Hills	\$300.00
Orville G. & Doris L. Lottman c/o Gailyn J. Armstrong & Timothy W.	1907 Hancock Street	010631364	LOT 3 BLOCK 102 BELLEVUE & VAC STS ADJ	\$250.00
Douglas Marcault	2815 Margo Street	010513094	LOTS 6 & 7 BLOCK 10 FIRST ADDITION TO RANDOLPH PLACE TO SOUTH OMAHA	\$350.00
Douglas Marcault	2815 Margo Street	010513094	LOTS 6 & 7 BLOCK 10 FIRST ADDITION TO RANDOLPH PLACE TO SOUTH OMAHA	\$150.00
Douglas Marcault	2815 Margo Street	010513094	LOTS 6 & 7 BLOCK 10 FIRST ADDITION TO RANDOLPH PLACE TO SOUTH OMAHA	\$2,025.00
FEDERAL NATIONAL MORTGAGE ASSOC	2809 Ponderosa Drive	010959467	Lot 25 Pineridge	\$200.00
FEDERAL NATIONAL MORTGAGE ASSOC	2809 Ponderosa Drive	010959467	Lot 25 Pineridge	\$200.00
Kathleen Moore	2009 Franklin Street	010608281	LOTS 1-6 BLOCK 130 BELLEVUE	\$150.00
Kathleen Moore	2009 Franklin Street	010608281	LOTS 1-6 BLOCK 130 BELLEVUE	\$450.00
Alysha M Vincent	2503 Washington Street	010605800	N 41' LOT 5 & S 10' LOT 6 BLOCK 194 BELLEVUE	\$200.00
Kyle R & Ashley L Perez	7510 South 50th Street	010547312	Lot 131 Sun Valley	\$400.00
Jon & Susan Hood	5304 Emiline Street	010543333	Lot 8 Sun Valley Park	\$200.00
COMPLETE RENTALS LLC	12709 Ridgeview Circle	010766529	Lot 91 Falcon Forest	\$300.00
Anna Otto	1510 Jefferson Street	010634835	LOTS 10 & 11 BLOCK 205 BELLEVUE	\$250.00
Anna Otto	1510 Jefferson Street	010634835	LOTS 10 & 11 BLOCK 205 BELLEVUE	\$150.00
Renee Perris	1410 Pelton Avenue	010449981	Lot 29 Reeves Addition	\$450.00
Brenda Peterson	3826 Gertrude Street	010357742	LOT 17A BLOCK 3 REPLAT OF LOTS 16 THROUGH 25 BLOCK 3 GOOD LUCK ADDITION	\$750.00
Akhaphone Phounsavath	1716 Pelton Avenue	010387455	LOT 37, EX N 106', REEVES ADDITION	\$250.00
Akhaphone Phounsavath	1716 Pelton Avenue	010387455	LOT 37, EX N 106', REEVES ADDITION	\$150.00
Stanley Plabanek	7312 South 25th Street	010543961	LOT 3 & N 1/2 LOT 28 BLOCK 1 RANDOLPH PLACE & ALL VAC ALLEY BETWEEN	\$300.00

MINUTE RECORD

Bellevue Board of Equalization, April 23, 2018, Page 3

Stanley Plabanek	7312 South 25th Street	010543961	LOT 3 & N 1/2 LOT 28 BLOCK 1 RANDOLPH PLACE & ALL VAC ALLEY BETWEEN	\$1,025.00
Sharon Rich	405 West 29th Avenue	010461825	LOT 24 WILSON & JOHNSON SECOND SUBDIVISION	\$550.00
Thomas J. Riveria	1110 Bellevue Boulevard North	011191171	LOT 1 THOMPSON'S ADDITION	\$550.00
Martin & Luci Sporven	7012 South 13th Street	010413081	Lot 5A Dee's Addition to South Omaha	\$250.00
Strider International Inc.	7616 South 28th Street	011136316	Lot 1 Walbeck Addition	\$450.00
Strider International Inc.	7616 South 28th Street	011136316	Lot 1 Walbeck Addition	\$300.00
Strider International Inc.	7616 South 28th Street	011136316	Lot 1 Walbeck Addition	\$250.00
US Bank Trust NA	8224 South 25th Street	010430032	Lot 35C Pleasant Hill or Martin's Subdivision	\$150.00
Cindy L & Cecil I Workman	2519 Lillian Street	010544666	LOT 9 BLOCK 3 RANDOLPH PLACE	\$1,400.00
Cindy L & Cecil I Workman	2519 Lillian Street	010544666	LOT 9 BLOCK 3 RANDOLPH PLACE	\$150.00
Leslie Wustrack	1010 Bea Circle	010762604	Lot 11 Charwood	\$150.00

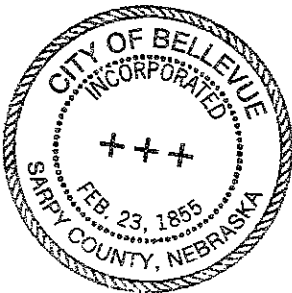
Roll call vote on the original motion as amended was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Adjournment

There being no further business to bring before the Board, on motion made by Shannon, seconded by Cook, at 6:15 p.m., the meeting adjourned.


Sabrina Ohnmacht, City Clerk

Rita Sanders, Mayor



MINUTE RECORD

Bellevue City Council Meeting, April 23, 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 23rd day of April, 2018, at 6:23 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

Nathaniel, from Boy Scout Troop 474, led in the Pledge of Allegiance.

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 Moudry, seconded by Burns, 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 Preister, seconded by Burns, to approve the consent agenda which included approving the Minutes of the April 9, 2018, City Council meeting and approving the settlement of a tort claim in the amount of \$18,000. 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 Burns, seconded by Preister, 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:

Red Cross - "Sound the Alarm" Event in Bellevue

Mr. Steve Knapp spoke about the "Sound the Alarm" event sponsored by the Red Cross and being held in Bellevue on May 12th. Smoke alarms will be installed for free to those in need. Mr. Knapp invited everyone to participate by volunteering.

Progress Update on the Joint Police Academy - Scott Wagner, Director of Training, Sarpy/Douglas Law Enforcement Academy

Mr. Scott Wagner, the Director of Training for the Sarpy/Douglas Law Enforcement Academy, gave an update on the development of the academy. The first class is slated to start August 6th and graduate December 21st.

LIQUOR LICENSES:

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.

The application of St. Bernadette's Church for a Special Designated Liquor License 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 on July 8, 2018, from 12:00 p.m. to 9:00 p.m., was presented for Council consideration. Mr. Andrew Flanagan was present to answer any questions.

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

Motion was made by Shannon, seconded by Burns, to recommend to the Nebraska Liquor Control Commission the application of St. Bernadette's Church for a Special Designated Liquor License 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 on July 8, 2018, from 12:00 p.m. to 9:00 p.m., be approved.

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

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Bellevue City Council Meeting, April 23, 2018, Page 2

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.

The application of Willow Springs Bottling Co., Inc., dba "Cornhusker Beverage Mart," for a Special Designated Liquor License to sell beer, and wine 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., was presented for Council consideration.

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

Motion was made by Cook, seconded by Burns, to recommend to the Nebraska Liquor Control Commission the application of Willow Springs Bottling Co., Inc., dba "Cornhusker Beverage Mart," for a Special Designated Liquor License to sell beer, and wine 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., be approved. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, and Burns voted yes; voting no: none; abstaining: Moudry. Motion carried.

ORDINANCES: None

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

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.

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

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.

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

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.

Mr. Jim Ristow 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 application. No one in the audience came forth to speak in support of or in opposition to the application. Mayor Sanders declared the public hearing closed.

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

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.

The application of the Bellevue Economic Enhancement Foundation for a Special Designated Liquor License 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.

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and July 7, 2018, from 10:00 a.m. to 1:30 a.m., was presented for Council consideration. Mr. Jim Ristow 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 Burns, to recommend to the Nebraska Liquor Control Commission the application of the Bellevue Economic Enhancement Foundation for a Special Designated Liquor License 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., be approved.

Mr. Moudry advised he would be abstaining from the vote due to religious and personal 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.

Request for Approval for a Fireworks Display on July 7 at approximately 9:45 p.m.

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

Motion was made by Cook, seconded by Moudry, to approve the request for a fireworks display on July 7 at approximately 9:45 p.m. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

RESOLUTIONS:

Resolution No. 2018-12: Naming the Entrance Road into American Heroes Park "Jerry Ryan Plaza"

Motion was made by Cook, seconded by Preister, to approve Resolution No. 2018-12. Roll call vote on the motion was as follows: Hansen, Cook, Preister, Burns, and Moudry voted yes; voting no: Shannon. Motion carried.

CURRENT BUSINESS:

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

Motion was made by Preister, seconded by Burns, to approve Addendum #2. 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 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

Motion was made by Shannon, seconded by Preister, to approve Amendment No. 7 with the start date of May 1, 2018. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

CITY ADMINISTRATOR'S REPORT

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

PUBLIC REQUESTS TO BE HEARD:

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

Mr. Chuck Fredrick began by asking for additional time to speak. Mayor Sanders asked him how much more time he needed. He said four minutes.

Motion was made by Shannon, seconded by Moudry, to allow Mr. Fredrick four additional minutes to speak. Roll call vote on the motion was as follows: Shannon, Burns, and Moudry voted yes; voting no: Hansen, Cook, and Preister. Tie vote, so Mayor Sanders voted yes. Motion carried.

Mr. Fredrick stated he felt it was very unprofessional for the person to come up behind him like they did at the last meeting and startle him in such a manner because he is "84-years old" and has a "heart condition." He said he was told there is talk of removing this section from the meeting. He disagrees with that since he is the one who got it started when he was on the Council. He said there needs to be accountability.

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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:

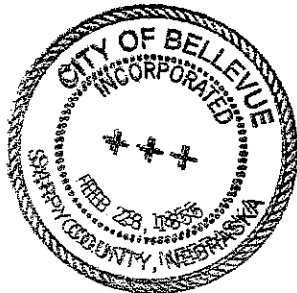
There being no further business to come before the Council at this time, on motion by Shannon, seconded by Preister, at 7:13 p.m. the meeting adjourned.



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 23, 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
5-14-18

Deborah L. Woracek
1806 Main Street
Bellevue, NE 68005-3429
402-619-1895 – cell
dworacek@fontenelleforest.org

Work Experience:

March 2017 – present

ESU#3, Gifford Farm, Bellevue, NE
Part-time: Interpret/teach Living History programs and Lewis & Clark programs. Assist with Living History Day Camp, etc., also, teach after school Living History, Lewis & Clark, and general science after school programs.

March 2016 – present

Fontenelle Forest Association, Bellevue, NE
Position held: Naturalist and part-time educator for school programs, raptor programs, public programs, scout programs, assist with special events as needed.

January 2002 – March 2016

Fontenelle Nature Association, Bellevue, NE
Positions held: Full-time Naturalist, develop and present programs to schools, scouts, after school groups, adults and at public events, wrote descriptions for brochure, hired, trained, supervised staff, and taught award winning Summer Camps while serving as Director of Day Camps for +9 years, develop staff training, provide staff supervision, and care of all educational captive animals at all of FNA facilities while serving as animal care supervisor, and Principal Officer for Federal & State raptor permits.

January 2000-January 2002

University of Nebraska at Omaha, Omaha, NE.
Position held: Graduate Teaching Assistant
Geology/Geography Department.

June – August 2001

University of Nebraska at Omaha, Omaha, NE.
Position held: wrote Ecology curriculum, taught Biology and Zoology Science Camp, Assistant Director for Aim for the Stars Science and Math Camps. Physics Department.

June – August 2000

University of Nebraska at Omaha, Omaha, NE.
Position held: wrote Zoology curriculum, taught Biology, Zoology and Earth Science Camp, Counselor for OPPD Energy Science Camp with Aim for the Stars Science and Math Camps. Physics Department.

June – August 1999	University of Nebraska at Omaha, Physics Dept., Omaha, NE. Position held: wrote Biology curriculum, taught Biology Science Camp, Counselor for Earth Science for Aim for the Stars Science and Math Camps.
August 1997-January 2002	Fontenelle Forest Association, Bellevue, NE. Positions held: contract education staff; summer day camp staff.
August 1997-2001	Great Plains Girl Scout Council, Omaha, NE. Position: environmental educator.
May 1996-August 1997	Omaha Public Schools, Omaha, NE. Dr. J. P. Lord School Position Held: full-time Paraprofessional Multi-handicapped also summer school Paraprofessional.
1993-May 1996	Fontenelle Forest Association, Bellevue, NE. Positions held: membership coordinator/office manager; Coordinator of office volunteers.
1987-1993	Fontenelle Forest Association, Bellevue, NE. Positions held: summer naturalist; part-time naturalist; Interpretive naturalist; coordinator for teacher-naturalists; full-time interpretive naturalist.
1987-1988	MEPA Gifford Farm, Bellevue, NE. Position: environmental educator at the working farm.
1969-1987	Bellevue Florist Company, Inc., Bellevue, NE. Positions: certified floral designer; customer service
1981-1982	Bellevue Animal Hospital, Inc., Bellevue, NE. Position: animal assistant

Education:

Certified Interpretive Guide, National Association for Interpretation, 2014

Certified as a Nebraska Master Naturalist, 2011

Class work for Master's Degree completed at University of Nebraska at Omaha graduate school, majoring in Biogeography.

Graduated December 1999 Magna cum Laude: University of Nebraska with a BSGS double major of Biology and Geology and minors in Physical Geography and Chemistry.

Cliff Mann School of Floral Design, Denver, Colorado.
Certified Designer, 1969

Professional Presentations: Regional meeting of National Association for Interpretation (2016), Ames, Iowa, Regional meeting of National Science Teachers Association (2006), Nebraska Association of Teachers of Science state meeting (2004 & 2005), regional meeting of National Association for Interpretation Region V (2004), state meeting of Nebraska Academy of Sciences (2002), regional meeting for American Association of Geographers (2001)

Served on the following Executive Boards:

Nebraska Master Naturalists Foundation Board, 2017-2018
Nebraska Master Naturalists, 2013-2016
Nebraska Story Arts Executive Board, 2008-present

Volunteer Educator for: Nebraska Master Naturalists
Nebraska Game & Parks (youth fishing instructor)
Raptor Recovery Nebraska

References , Honors and Achievements available upon request

MINUTE RECORD

CLAIMS FOR MAY 14, 2018

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MAYOR

ASSOCIATION OF DEFENSE	CPS-CONFERENCE REGISTRATION	795.00
CENTURY LINK	MONTHLY SERVICE-2018-4-22	27.79
HILTON WASHINGTON & TOWERS	CPS-LODGING DEPOSIT FOR CONFERENCE	274.37
SOUTHWEST AIRLINES	CPS-AIR FARE FOR CONFERENCE	291.96
SOUTHWEST AIRLINES	CPS-BAGGAGE FEE	60.00
		<hr/>
		\$ 1,449.12

CITY ADMINITRATOR

AMAZON.COM, LLC	PRINTER SUPPLIES	353.68
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-4-26	143.52
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	20.57
CENTURY LINK	MONTHLY SERVICE-2018-4-22	55.59
COURTYARD BY MARRIOTT	VOLUNTEER DINNER	2,905.90
DOWNTOWN CAFE SHOP	CPS-UNITED CITIES BREAKFAST	28.92
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-MAY 2018	814.37
ICMA	MEMBERSHIP RENEWAL-2018	1,260.00
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	31.12
MIDLANDS PRINTING	NEW LETTERHEAD	483.24
NEBRASKA DEPARTMENT OF LABOR	UNEMPLOYMENT-DB -YEAR 18, QTR 1	1,632.00
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	24.48
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	51.35
SPARTAN NASH STORES, LLC	CPS-LEADERSHIP BELLEVUE REFRESHMENTS	37.72
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-2018-4-4	131.92
		<hr/>
		\$ 7,974.38

CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET	83.55
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	114.55
		<hr/>
		\$ 198.10

LEGAL

ADAMS & SULLIVAN, PC	COB - LITIGATION MATTERS	618.75
ADAMS & SULLIVAN, PC	RETAINER-APR 2018	5,850.00
ADAMS & SULLIVAN, PC	COB VS BPOA, FOP #59	2,953.75
ADAMS & SULLIVAN, PC	COB VS DIEGO	1,526.25
ADAMS & SULLIVAN, PC	COB VS EMPLOYEE 2017-102	1,515.25
ADAMS & SULLIVAN, PC	COB VS BEST WESTERN	41.25
ADAMS & SULLIVAN, PC	COB VS EMPLOYEE 2016-93	618.75
ADAMS & SULLIVAN, PC	COB - EMPLOYMENT MATTERS	453.75
ADAMS & SULLIVAN, PC	COB VS ABBOTT & BPOA	3,217.50
ADAMS & SULLIVAN, PC	COB VS BIG JOHN'S CAR WASH	75.25
ADAMS & SULLIVAN, PC	COB - EMPLOYEE 2017-101	82.50
MARK A KLINKER	RETAINER-MAY 2018	500.00
		<hr/>
		\$ 17,453.00

CABLE ADVISORY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-4-26	121.99
CENTURY LINK	MONTHLY SERVICE-2018-4-22	18.53
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	(0.02)
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	20.59
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	29.92
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-2018-4-4	65.95
		<hr/>
		\$ 256.96

MINUTE RECORD

CLAIMS FOR MAY 14, 2018

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CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-4-26	107.64
CENTURY LINK	MONTHLY SERVICE-2018-4-22	27.79
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-MAY 2018	(0.01)
J P COOKE COMPANY	STAMP FOR CLERK	30.80
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	64.11
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	31.12
RAMADA INN-KEARNEY	CPS-LODGING FOR TRAINING-OHNMACHT	179.90
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	18.00
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	25.80
ROYCE CORNHUSKER, LLC	INTEREST-2018 TIF 8793 AS OF 4/25/2018	21,183.95
ROYCE CORNHUSKER, LLC	PRINCIPAL-2018 TIF 8793 AS OF 4/25/2018	(2,446.46)
SOUTHGATE APARTMENTS BELLEVUE	INTEREST-2018 TIF 8790 AS OF 4/25/2018	12,678.70
SOUTHGATE APARTMENTS BELLEVUE	PRINCIPAL-2018 TIF 8790 AS OF 4/25/2018	46,831.91
WOODHOUSE BELLEVUE, LLC	INTEREST-2018 TIF 8788 AS OF 4/25/2018	8,417.79
WOODHOUSE BELLEVUE, LLC	PRINCIPAL-2018 TIF 8788 AS OF 4/25/2018	45,789.63
		<u>\$ 132,940.67</u>

FINANCE/RISK MANAGEMENT/SAFETY

AMAZON.COM, LLC	WELLNESS INCENTIVES, OFFICE SUPPLIES	108.71
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-4-26	186.58
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	73.36
CENTURY LINK	MONTHLY SERVICE-2018-4-22	138.52
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-MAY 2018	814.35
INDOFF	OFFICE SUPPLIES	47.10
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
LOGAN CONTRACTORS SUPPLY	OVERSHOE	0.66
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	0.14
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	124.49
NEBRASKA SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS	CPS-MEMBERSHIP DUES-SEVERSON	145.00
NEOFUNDS BY HASLER	REFILL POSTAGE METERS	3,000.00
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	73.69
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	120.24
THE CURE	FIRST AID SUPPLIES	179.72
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-2018-4-4	65.95
WALMART COMMUNITY	FLOOR SAFE	147.00
		<u>\$ 5,255.51</u>

LIBRARY

AMAZON.COM, LLC	BATTERIES, TABLETS, DVD'S, GIFT CARDS	902.46
AMERICAN CHAMBER OF COMMERCE RESOURCES	HR MANUAL	260.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-4-26	414.58
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	85.08
CENTURY LINK	MONTHLY SERVICE-2018-4-22	92.65
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-4-22	214.78
DILLONS CUSTOMER CHARGES	SUPPLIES	30.63
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-MAY 2018	814.35
INDOFF	OFFICE SUPPLIES	93.12
INGRAM LIBRARY SERVICES	BOOKS	4,128.71
LIBRARICA, LLC	RENEWAL	536.85
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	310.36
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	155.62

MINUTE RECORD

CLAIMS FOR MAY 14, 2018

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LIBRARY (cont'd)

MIDLANDS PRINTING	BUSINESS CARDS-D WILSON	30.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-4-25	1,845.02
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	70.56
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	92.56
RUFF WATERS	AQUARIUM MAINTENANCE	69.99
STAPLES ADVANTAGE	OFFICE SUPPLIES	205.98
		\$ 10,353.30

ADMINISTRATIVE SERVICES

AMAZON.COM, LLC	OFFICE SUPPLIES, WRIST RESTS	72.70
BEST CARE EAP	EMPLOYEE ASSISTANCE PROGRAM-2018	5,156.25
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-4-26	157.87
CENTURY LINK	MONTHLY SERVICE-2018-4-22	138.97
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-MAY 2018	(0.05)
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	137.39
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	186.75
ONE SOURCE	BACKGROUND CHECKS	66.00
PAYCHEX	CPS-AMENDED PAYROLL RETURN	30.00
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	85.40
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	119.75
SPARTAN NASH STORES, LLC	CPS-YEARS IN SERVICE CEREMONY SUPPLIES	57.29
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-2018-4-4	72.66
ULTIMATE SOFTWARE GROUP, INC	EXCESS FEE FOR ULTIMATE SOFTWARE	140.00
UPS	OVERNIGHT POSTAGE FOR CHECK	57.32
WALMART COMMUNITY	CPS-CENTERPIECES FOR VOLUNTEERS DINNER	89.67
		\$ 6,597.97

PUBLIC WORKS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-4-26	72.95
CENTURY LINK	MONTHLY SERVICE-2018-4-22	111.18
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-MAY 2018	(0.04)
FELSBURG HOLT & ULLEVIG, INC	BELLEVUE QUIET ZONE STUDY	3,011.94
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	108.93
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	62.24
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-4-5	8.59
MIDLANDS GIS SOLUTIONS, LLC	STORMWATER UTILITY PROJECT	5,400.00
NEBRASKA DEPARTMENT OF LABOR	UNEMPLOYMENT-CD -YEAR 18, QTR 1	3,672.00
NEBRASKA IOWA SUPPLY CO	FUEL	2,397.38
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-4-16	196.51
ONE CALL CONCEPTS	MONTHLY DIGGER'S HOTLINE	760.29
PAPIO MISSOURI RIVER NRD	SARPY WATERSHED PARTNERSHIP	16,000.00
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	50.40
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	82.53
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-2018-4-4	608.86
		\$ 32,543.76

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	ROW MOWING-CYCLE 1	9,983.70
AMAZON.COM, LLC	CASH BOXES	31.98
AQUA-CHEM	CHEMICALS, HD POLE	2,130.92
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-4-26	49.04

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CLAIMS FOR MAY 14, 2018

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PARKS (cont'd)

BRIAN MADISON	REIMB FOR FOOD DURING TORNADO	47.11
CENTURY LINK	MONTHLY SERVICE-2018-4-22	83.38
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-4-22	256.03
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-JUN 2017	500.00
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-MAR 2018	658.69
DOG WASTE DEPOT	CPS-DOG WASTE BAGS	78.99
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-MAY 2018	(0.05)
GRAINGER	FACESHIELD, APRON, BUCKET	190.74
LAMP RYNEARSON & ASSOCIATES	SWIMMING POOL IMP-CASCIO	8,016.24
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	82.22
MENARDS	CEDAR LINE POSTS, RAILING	137.68
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	124.45
METRO LEASING	METRO LEASES 8668- APR 2018	13,458.28
ODEYS FIELD EXPERTS	BASEBALL FIELD CHALK	516.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-4-25	4,404.75
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	102.10
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	143.37
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-2018-4-4	206.05
VOGEL WEST	PAINT	24.27
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	20.13
WESTLAKE ACE HARDWARE	WRENCHES, PLIERS, TRASH CANS, OIL	317.92
		\$ 41,563.99

RECREATION

APRIL SANTIAGO	REFUND DIFFERENCE IN PROGRAM	15.00
B&D DIAMOND PRO	TOP DRESSING-BALWDIN FIELD	8,525.00
CAROL STINSON	REFUND FOR GIRLS SOFTBALL	35.00
CENTURY LINK	MONTHLY SERVICE-2018-4-22	120.44
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-4-22	88.39
DILLONS CUSTOMER CHARGES	SUPPLIES	15.48
ELIZABETH BRASWELL	REFUND DEPOSIT	350.00
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-MAY 2018	(0.01)
HAUFF MID-AMERICA SPORTS	SOFTBALL BASES	708.60
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	46.40
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	(0.01)
MIDWEST IMPRESSIONS	T-SHIRTS FOR TRACK CLUB, UMPIRE SHIRTS	726.50
NATIONAL AUTO FLEET GROUP	2018 CHEVY COLORADO 1234363	29,606.00
NEBRASKA FURNITURE MART	CPS-PRINTER, CARTRIDGES	137.94
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	12.67
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	18.70
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-2018-4-4	50.18
		\$ 40,456.28

BUILDING MAINTENANCE

ANDERSON ELECTRIC SALES & SERVICE	PUSH BUTTON ASSEMBLY-HAWORTH	58.00
APOLLO REFRIGERATION & HEATING	CHECK ROOF TOP COMPRESSOR	147.50
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-4-26	2,517.27
CENTURY LINK	MONTHLY SERVICE-2018-4-22	9.26
CODY PEST MANAGEMENT	PEST CONTROL	176.00
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-MAY 2018	(0.06)
JACKSON SERVICES, INC	DOOR MATS SERVICE-1500 WALL ST	140.43

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CLAIMS FOR MAY 14, 2018

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BUILDING MAINTENANCE (cont'd)

KB BUILDING SERVICES	JANITORIAL SERVICES-MAY 2018-CITY BLDGS	10,708.50
MAHONEY FIRE SPRINKLER, INC	ANNUAL SPRINKLER INSPECTIONS	470.00
MENARDS	PVC PIPE, DRAIN VALVE, GLOVES, SPREADER, BRACKETS, FERTILIZER, SUPPLIES	683.19
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	124.49
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-4-11	36.42
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENANCE	237.30
OMAHA DOOR & WINDOW COMPANY	NEW RESTROOM DOORS	830.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-4-25	1,681.77
OVERHEAD DOOR COMPANY	RESET KEYWAY	115.00
PLIBRICO REFRACTORY CONSTRUCTION	REPAIR AIR DAMPER-EVIDENCE ROOM, GARAGE	963.00
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	56.16
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	61.74
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING	270.00
SECURITY EQUIPMENT	SECURITY MONITORING	1,773.00
TRICO MECHANICAL SERVICES	CHECK IGNITION MODULE	438.74
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-2018-4-4	24.22
WESTLAKE ACE HARDWARE	SUPPLIES, MULCH, CULTIVATOR, TOOLS	162.86
		\$ 21,684.79

CEMETERY

BETT'S ENTERPRISES	RESET MONUMENT-KUHLMAN	375.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-4-26	24.52
CENTURY LINK	MONTHLY SERVICE-2018-4-22	9.26
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-4-22	83.39
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-MAY 2018	(0.02)
MENARDS	WISK BROOM, QUICK LINK	42.86
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	62.26
NEW COM TECHNOLOGIES	LICENSE RENEWAL	650.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-4-25	928.89
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	16.15
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	22.53
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-2018-4-4	50.18
		\$ 2,265.02

STREETS

ALFRED BENESCH & COMPANY	2018 MAJOR RESURFACING PROJECTS	4,555.10
AVERY RENTS	PROPANE	28.16
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-4-26	2,221.47
CARROLL CONSTRUCTION SUPPLY	SCRUB BRUSH	57.71
CENTRAL SALT	DE-ICING SALT	3,979.30
CENTURY LINK	MONTHLY SERVICE-2018-4-22	83.38
CONCRETE SUPPLY, INC	CONCRETE	5,434.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-4-22	274.17
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-MAR 2018	2,430.20
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-MAY 2018	814.27
FELSBURG HOLT & ULLEVIG, INC	CORNHUSKER FEASIBILITY STUDY	25,780.41
GUARD RAIL SYSTEMS CO	REPAIR GUARDRAIL-HARLAN DR	2,000.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	73.33
MD SOLUTIONS, INC	BRACKETS, CANTILEVER BRACKETS	1,295.00

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CLAIMS FOR MAY 14, 2018

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STREETS (cont'd)

MENARDS	LUMBER	108.12
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	311.12
METRO LEASING	METRO LEASES - 8696 - APR 2018	24,778.20
METRO LEASING	METRO LEASES - 8678 - APR 2018	17,387.29
METRO LEASING	METRO LEASES - 8713 - APR 2018	12,749.50
METRO LEASING	METRO LEASES - 8714 - APR 2018	10,408.22
MICHAEL TODD & COMPANY	TUBE BROOM, GUTTER BROOM BOLTS	4,560.48
MID AMERICA CLEANING SYSTEMS, INC	REPAIR PARTS FOR HOTSYS	59.42
NEBRASKA IOWA SUPPLY CO	FUEL	657.25
NEWMAN SIGNS	SIGNS	2,319.86
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET SERVICE-2018-5-7	76,244.08
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-4-25	3,048.85
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2018-4-25	10,762.04
POWERPLAN	RENTAL OF KENT F6 BREAKER	2,000.00
PRECISE MRM LLC	POOLED DATA PLAN	666.10
READY MIXED CONCRETE COMPANY	CONCRETE	29,562.21
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	234.43
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	313.08
SHERWIN WILLIAMS CO	PAINT	1,557.50
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-2018-4-4	229.60
UTILITY EQUIPMENT COMPANY	SOLID PIPE	417.60
VIERREGGER ELECTRIC CO	SIGNAL WORK-CORNHUSKER	2,167.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	20.13
WESTLAKE ACE HARDWARE	SCREW DRILL	15.98
		\$ 249,604.56

FLEET MAINTENANCE

AA WHEEL & TRUCK SUPPLY, INC	GREASE SEAL, FLAG MOUNT, BREAK-AWAY KITS, SEALS, LED CABLE	233.30
ALLIED OIL & TIRE COMPANY	OIL	883.50
ARROW TOWING	HD TOW CHARGE	275.01
AUTO VALUE PARTS - SOUTH OMAHA	PARKING BRAKE CABLE, WATER PUMP	225.25
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	1,790.14
BAUM HYDRAULICS CORP	PARTS	20.47
BAXTER CHRYSLER DODGE JEEP	CYLINDER GASKET AND COVER	77.66
BAXTER CHRYSLER DODGE JEEP RAM	SLIM SEALS	30.23
BAXTER FORD	CONNECTOR, GASKETS	60.53
BELLEVUE TIRE & AUTO SERVICE	TIRES	5,295.28
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-4-26	660.32
BOBCAT OF OMAHA	BOLTS AND NUTS, CYLINDER PARTS	806.28
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	21.68
CAREFREE TIRES	CPS- TIRES	164.01
CENTURY LINK	MONTHLY SERVICE-2018-4-22	64.85
CORNHUSKER INTERNATIONAL	PARTS	26.71
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-4-22	107.39
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-MAR 2018	1,386.99
DANIELSON / TECH SUPPLY	STEEL CUTTER	151.27
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-MAY 2018	(0.05)
EXCELLANCE, INC	OXYGEN HOSE	139.46

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FLEET MAINTENANCE (cont'd)

FACTORY MOTOR PARTS CO	WIRE ASSY, GASKETS, SWITCH, EXHAUST EMISSION CONTROL, VALVES, OIL, PARTS	829.34
FARM PLAN	THRUST WASHERS, FILTERS	286.30
FEDERAL EXPRESS CORPORATION	CPS-MAILING	17.87
FLEET PRIDE	HD SWITCH, JACK	222.86
FORCE AMERICA, INC	PRESSURE SWITCH, LEVEL SENDER	204.94
GALVIN GLASS	REPAIR WINDSHIELD	34.90
GCR TIRES & SERVICE	TIRES, ALIGNMENT	396.90
HOSE & HANDLING, INC	TANK TRUCK HOSE	114.56
INLAND TRUCK PARTS CO	TRANSMISSION SEALS	80.90
INTERSTATE BATTERIES	BATTERIES	2,146.19
INTERSTATE POWER SYSTEMS, INC	VALVE COVER GASKET AND HOSE	332.20
J & J SMALL ENGINE SERVICE	HYD FILTER, OIL, MOTOR WHEEL, DRAIN HOSE, SEAL CASTERS, BULB PRIMER	1,525.88
J THOMAS PARTS	WHEEL SEALS, GREASE	137.55
JIM HAWK TRUCK TRAILERS	BRAKLEEN	250.60
KRIHA FLUID POWER CO	HYD MOTOR, FITTINGS, COUPLERS	1,562.67
MATHESON TRI-GAS INC	WELDING SUPPLIES	162.55
MAX I WALKER	UNIFORM PURCHASE-BURNETT	162.40
MENARDS	SUPPLIES, PRIMER, PAINT, BLADES	415.69
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	155.56
MID AMERICA CLEANING SYSTEMS, INC	HOSE, HAND SWIVEL	141.61
MOTOR PARTS CENTRAL	CPS-AUTO PARTS	584.99
NAPA AUTO PARTS	LENS, FILTERS, FUEL INJECTOR, BEARINGS, LAMPS, V-BELT, SUPPLIES AND PARTS	2,498.66
NEBRASKA ENVIRONMENTAL	GLASS AND LATCH-SR 359	1,278.44
NEBRASKA IOWA INDUSTRIAL	CONNECTORS, SPRINGS, DRILL BITS, SUPPLIES	307.96
NMC EXCHANGE LLC	REAR LAMP	8.11
NORTH CENTRAL EMERGENCY	CONTROLS DISPLAY	39.04
NORTHERN AUTO PARTS	CAM LIFTERS KITS, CAMSHAFTS	1,316.98
NORTHERN TOOL & EQUIPMENT	PALLET JACK TRUCK	239.98
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-4-25	1,318.35
O'REILLY AUTOMOTIVE PARTS	SELF ADJ KIT, THERMOSTAT, HOSE	155.10
P&M HARDWARE	FUEL FILTERS	43.92
PKYS, I NC	CPS-AUTO PARTS	157.32
POWERPLAN	TIRE VALVE STEMS, WHEELS	619.98
PRUITT OUTDOOR POWER, INC	OIL CAP FILLER	4.50
RADIATOR DEPOT	COMPRESSOR KIT AND CONDENSOR	352.00
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	122.54
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	173.28
ROGER'S TOWING	TOW CHARGE	165.00
SEAGRAVES FIRE APPARATUS, LLC	OIL FILLER HOSE	250.22
SHEE-MAR, INC	CPS-AUTO PARTS	113.20
SOUTHERN CARLSON, INC	PARTS WASHER SOAP	204.00
SPARTAN MOTORS USA, INC	LATCHES	82.99
STATE STEEL	STEEL	153.56
TED'S MOWER SALES & SERVICE	SPROCKETS	18.54
TITAN MACHINERY	GASKETS, ISOLATORS, PLUGS	516.27
TOMASEK MACHINE SHOP	SAW BLADES SPACERS	65.00

MINUTE RECORD

CLAIMS FOR MAY 14, 2018

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FLEET MAINTENANCE (cont'd)

TRUCK CENTER COMPANIES	SENSOR	121.80
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-2018-4-4	69.74
UPS STORE	CHARGE TO SEND RADAR FOR REPAIR	11.16
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	116.10
WATEROUS COMPANY	SWITCH REPLACEMENT	1,512.24
WELDON PARTS INC	WORK LIGHT, TERMINALS	1,027.78
WESTLAKE ACE HARDWARE	SUPPLIES	7.68
WICK'S STERLING TRUCKS	LEVELING VALVE, SEALS	418.03
WOODHOUSE FORD SOUTH	MANIFOLD ASSY, TUBE VALVE, BEARINGS	367.40
		\$ 36,043.61

PLANNING

AMERICAN PLANNING ASSOCIATION	MEMBERSHIP DUES-2018-PALM	263.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-4-26	65.65
CENTURY LINK	MONTHLY SERVICE-2018-4-22	27.79
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	244.01
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	62.25
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-4-5	7.78
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-4-16	178.06
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	34.27
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	50.26
		\$ 933.07

PERMITS & INSPECTIONS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-4-26	87.54
CENTURY LINK	MONTHLY SERVICE-2018-4-22	46.32
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-MAY 2018	(0.03)
ERWIN'S JEWELRY	RETIREMENT GLOBE-MINCER	95.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	24.25
INDOFF	COPY PAPER	71.98
INT'L ASSOCIATION OF PLUMBING & MECHANICAL OFFICIALS	CPS-MEMBERSHIP RENEWAL-COOK	25.00
INTERNATIONAL CODE COUNCIL, INC	CPS-MEMBERSHIP RENEWAL-COOK, SCHWOPE	180.00
JOSHUA SHAFER	REFUND PRECONNECT FEE	500.00
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	31.06
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-4-5	10.37
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-4-16	237.41
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	76.01
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	108.62
SHELL SUPER STORE	CAR WASH	15.00
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-2018-4-4	201.28
		\$ 1,709.81

POLICE/CODE ENFORCEMENT

AMAZON.COM, LLC	COMPUTER SUPPLIES, GLOVES	2,182.55
ANDREW JASHINSKE	REIMB TRAINING EXPENSES	260.99
A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	101.00
AUTO BODY AUTHORITY	REPAIR UNIT 60636	799.67
AUTO GLASS CENTER	WINDOW TINTING FOR SIU VEHICLE	80.00
AXON INTERPRISE, INC	TASER REPLACEMENT	1,084.00
BAEHLER INSURANCE AGENCY	NOTARY BOND-DARGY	40.00
BELLEVUE PRINTING COMPANY	CODE ENFORCEMENT FORMS	408.05

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POLICE/CODE ENFORCEMENT (code)

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-4-26	1,597.57
BRIAN TENCZA	HELMET W/NECK PROTECTOR	741.40
CAPE TRUCK ACCESSORIES	TRUCK BED LOCKBOX-SURVEILLANCE EQUIP	1,250.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	232.61
CDWG GOVERNMENT	DVD'S	486.30
CENTURY LINK	MONTHLY SERVICE-2018-4-22	879.71
CHAD W REED	REIMB TRAINING EXPENSES	1,069.72
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-4-22	83.39
COX COMMUNICATIONS	SUBPEONA FEE	50.00
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-AUG 2015	500.00
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-JUL 2016	1,800.00
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-OCT 2016	1,000.00
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-MAR 2018	250.00
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-SEP 2017	750.00
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-MAR 2018	29,199.94
CULLIGAN OF OMAHA	BOTTLED WATER	172.90
DANIEL GERMAN	REIMB TRAINING EXPENSES	283.64
DAVID G STUKENHOLTZ	REIMB TRAINING EXPENSES	76.50
DEPARTMENT OF CORRECTIONAL SERVICES	PURCHASE OF MARP VEHICLE	1,500.00
DIGITAL HIGHWAY, INC	CRADLEPOINT MANAGER RENEWAL	682.88
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	190.00
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-MAY 2018	13,771.87
FAIRFIELD INN & SUITES	CPS-LODGING-DARGY	239.78
FAIRFIELD INN & SUITES	CPS-LODGING-MEYERS (TO BE REIMB)	610.40
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	29.59
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE	350.00
GENERAL FIRE & SAFETY CO	FIRE EXTINGUISHERS AND SERVICE	1,597.25
GREAT PLAINS UNIFORMS	TACTICAL VESTS	3,418.50
GT DISTRIBUTORS, INC	CONTRACTUAL VESTS	1,359.50
HOLIDAY INN OF KEARNEY	LODGING FOR CONFERENCE-STUKENHOLTZ	206.00
INDOFF	OFFICE SUPPLIES	567.10
INFOSAFE SHREDDING	SHREDDING SERVICE	150.00
INTERNATIONAL CONFERENCE OF POLICE CHAPLAINS	CHAPLAIN'S DUES-KAISER	125.00
INTERNATIONAL CONFERENCE OF POLICE CHAPLAINS	CPS-CHAPLAIN DUES-CARGILE	125.00
J P COOKE COMPANY	GOLD NAME TAG-BRYL	25.45
JAY KIRWAN	REIMB TRAINING EXPENSES	280.50
JOHN E REID AND ASSOCIATES	CPS-TRAINING-GULICK	575.00
KURT STROEHER	REIMB TRAINING EXPENSES	280.50
LP POLICE	LP MONTHLY PLAN-APR 2018	104.95
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	458.11
MENARDS	CLEANING SUPPLIES	32.43
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	1,973.15
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-4-5	189.19
NEBRASKA FBI	CPS-TRAINING-STUKENHOLTZ	100.00
NEBRASKA LAW ENFORCEMENT	TRAINING	200.00
NEBRASKA SECRETARY OF STATE	NOTARY FEE-DARGY	30.00

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CLAIMS FOR MAY 14, 2018

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POLICE/CODE ENFORCEMENT (code)

NEPTUNE UNIFORMS	HONOR GUARD UNIFORMS	707.00
NICHOLAS GREINER	REIMB TRAINING EXPENSES	280.50
OFFUTT COLLISION REPAIR CENTER	REPAIR UNIT 620-FENCE DAMAGE	1,814.90
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-4-16	4,462.01
PEN-LINK	PLX SOFTWARE AND SUPPORT-ADD ON	5,550.00
POWERDMS	CPS-RENEW SUBSCRIPTION	3,938.99
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	901.44
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	1,698.09
ROGER'S TOWING	TOW CHARGE AND STORAGE FEE	100.00
RYAN ROSKEY	REIMB TRAINING EXPENSES	280.50
SAFARILAND, LLC	CONNECTORS FOR HEADSETS	776.00
SHELL SUPER STORE	CRUISER WASH	7.50
SOUTHWEST AIRLINES	CPS-AIR FARE-HOWELL, PAGE	847.18
SPRINT	MONTHLY SERVICE-2018-4-5	125.22
TELESTRATEGIES	CPS-TRAINING-HOWELL, PAGE	1,995.00
THE NIMS STORE	CPS-TRAINING-COX, GRUBB, HOFFMAN, LAMPMAN	500.00
THOMAS T INKELAAR AND LUCIA	RELEASE OF CLAIM-DIEGO	18,000.00
TK AERIAL IMAGING SOLUTIONS, INC	CPS-AERIAL DRONE TRAINING-LAMPMAN, COX, GRUBB, HOFFMAN	1,600.00
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	534.55
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-2018-4-4	3,126.01
UPS STORE	OVERNIGHT EVIDENCE	113.69
VERIZON WIRELESS	MONTHLY SERVICE-2018-4-21	479.41
WATCHGUARD VIDEO	MICROPHONE BATTERIES	248.00
WESTLAKE ACE HARDWARE	KENNEL EQUIPMENT	153.95
		<hr/> 122,792.03

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	182.06
AMAZON.COM, LLC	OFFICE SUPPLIES, BOOTS, EMT SUPPLIES	1,380.26
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-4-26	857.10
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	5,077.29
CAPE TRUCK ACCESSORIES	TRUCK VAULT	2,150.00
CENTURY LINK	MONTHLY SERVICE-2018-4-22	240.88
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-4-22	576.95
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-AUG 2015	250.00
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-MAR 2018	4,393.21
EC DATA SYSTEMS, INC (FAXAGE)	CPS-MONTHLY SERVICE	7.95
ED M FELD EQUIPMENT CO	TESTING AIR COMPRESSOR	1,200.00
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-MAY 2018	964.00
GREAT PLAINS UNIFORMS	TACTICAL PANTS	1,534.50
JP MORGAN CHASE-ARAMARK	LINEN SERVICE-DIST 3	3,868.27
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	444.67
MENARDS	DRYWALL, TESTER, CLEANING SUPPLIES	373.25
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	1,312.80
METRO LEASING	METRO LEASES - 8699	1.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-4-10	855.33
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-4-25	8,172.96
PAPILLION FIRE DEPARTMENT	CITY'S SHARE OF FAX SERVER	87.50

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CLAIMS FOR MAY 14, 2018

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FIRE & RESCUE (cont'd)

PROPOFS	CPS-TEAM YEARLY LEARNERS	479.64
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	476.35
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	812.57
SCHMADER ELECTRIC CONST CO	SIREN MAINENANCE	911.00
SECURITY EQUIPMENT	ANNUAL ALARM MONITORING	712.50
SHERATON DENVER DOWNTOWN	CPS-LODGING FOR TRAINING-D GREY	795.21
SHRED-IT USA	SHREDDING SERIVCE	216.00
SPRINT	MONTHLY SERVICE	122.97
STATE FARM	AMBULANCE REIMB-JANOUSEK	710.00
THE NEBRASKA MEDICAL CENTER	MEDICAL DIRECTOR-JAN/MAR 2018	9,701.28
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-2018-4-4	895.78
U.S. POSTAL SERVICE	CPS-SHIPPING MONITOR FOR REPAIR	9.85
UNION PACIFIC RAILROAD EMPLOYEES	AMBULANCE REIMB-J RAYMOND	697.77
WALMART COMMUNITY	MISC SUPPLIES	34.68
WESTLAKE ACE HARDWARE	PICKUP TOOL, FIRST AID SUPPLIES	196.50
WPS-MAC J5 PART B	REIMB AMBULANCE PAYMENTS	740.94
ZIRMED, INC	MONTHLY PROF CLAIMS MGT FEE	124.00
ZOLL MEDICAL CORPORATION	CPS-REGISTRATION-D GREY	795.00
		\$ 52,362.02

NON-DEPARTMENTAL/CONTRACTS

BENEFIT PLANS	CIV RET PLAN TPA FEE-JAN/MAR 2018	920.00
CENTURY LINK	MONTHLY SERVICE-2018-4-22	776.65
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-4-22	430.81
NE-DEPARTMENT OF REVENUE	LODGING TAX - MAR 2018	265.05
NE-DEPARTMENT OF REVENUE	SALES TAX - MAR 2018	391.29
PM AM CORPORATION	ALARM FEES-MAR 2018	2,445.00
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
		\$ 5,353.80

INFORMATION TECHNOLOGY

ACCESS	BACKUP STORAGE TAPES	391.30
CORE TECHNOLOGIES, INC	COMMUNICATION PARTS	1,620.00
DELL MARKETING L.P.	COMPUTERS FOR CITY	42,903.19
HOSTGATOR.COM	MONTHLY DOMAIN FEE	59.95
INTERSTATE ALL BATTERY CENTER	BATTERIES	212.00
MOTOROLA SOLUTIONS, INC	HEADSETS	646.64
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-4-25	71.50
PCS MOBILE	MDC'S FOR MEDICS	1,601.79
TESSCO	DOCKING STATION	1,591.50
		\$ 49,097.87

WASTEWATER

CENTURY LINK	MONTHLY SERVICE-2018-4-22	48.42
CITY OF OMAHA	SEWER FEES-DEC 2017	419,709.85
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-4-22	83.39
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-MAR 2018	20,854.00
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-MAY 2018	1,050.81
GPM	FLOW METERS AND SERVICE	6,835.00
HANEY SHOE STORE	SAFETY SHOES	200.00
HDR ENGINEERING, INC	SANITARY SEWER REPLACEMENT	12,032.42
INDOFF	OFFICE SUPPLIES	93.98
KERSTENS PRECAST CONCRETE,LLC	RISERS, SEWER JOINT	858.00

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WASTEWATER (cont'd)

MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	48.22
MAX I WALKER	UNIFORM PURCHASE-KRANIEWSKI	45.49
MENARDS	CONCRETE	69.59
METLIFE DIVISION 1	DENTAL INSURANCE-MAY 2018	223.46
NAPA AUTO PARTS	INNER TUBE FOR LAWNMOWER	81.99
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-4-25	3,461.17
RELIANCE STANDARD LIFE INSURANCE	LIFE INSURANCE-MAY 2018	77.18
RELIANCE STANDARD LIFE INSURANCE	LTD INSURANCE-MAY 2018	107.00
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-2018-4-4	728.64
		<u>\$ 466,608.61</u>

ECONOMIC DEVELOPMENT

LEO A DALY COMPANY	SEWER IMP-BELLEVUE GO-READY PROJECT	22,000.00
		<u>\$ 22,000.00</u>

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-4-25	85.24
NEBRASKA DEPT OF REVENUE	LOTTERY TAXES	50,016.00
		<u>\$ 50,101.24</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CBDG CONSULTANT EXPENSES	1,218.38
PROJECT HOUSEWORKS	PROJECT HOUSEWORKS-CRITICAL REPAIR- JAN/MAR 2018	10,619.28
CANTH AWARDS	CPS-CDBG AWARD	49.00
		<u>\$ 11,886.66</u>

G.O. BONDS

GILMORE & BELL	BOND COMPLIANCE	1,250.00
		<u>\$ 1,250.00</u>

TOTAL CLAIMS FOR MAY 14, 2018 \$1,390,736.13

TOTAL PAYROLL FOR MAY 4, 2018 \$ 945,240.59

#56.4
5.14.18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	05/14/18	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 Claims

SYNOPSIS:

These are tort claims for damages to personal property brought against the City of Bellevue and other defendants. The matter was negotiated and resolved for a settlement for which the City is to contribute \$0.00 but also dismiss its Cross Claim for damages.

FISCAL IMPACT:

none

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

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

BACKGROUND:

These matters are tort claims brought by home owners, asserting claims for damages sustained due to a water main break resulting in the sewage backup into the homes of the claimants. The matter has been negotiated amongst the claimants and multiple defendants. An agreement for settlement has been made where in the City is not required to make any payments but will also not seek reimbursement for the amounts expended as set forth in the Cross Claim against the other defendants. The amounts set forth in the settlement agreements will be paid by the other defendants.

ATTACHMENTS:

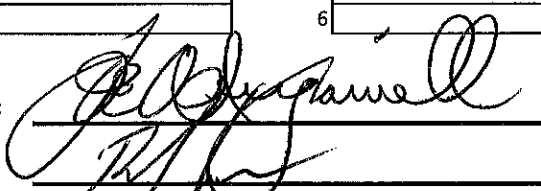
1 Releases (6)	4
2	5
3	6

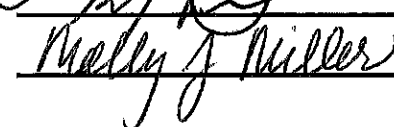
SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is made and entered into by and between: DORENE M. SHERMAN, KRISTIN C. YATES and DAVID H. SHERMAN, individually and collectively ("the Yates and Shermans"); Gearhart Construction, LLC, d/b/a Gearhart Plumbing, and Jacob Gearhart ("Gearhart Defendants"); the City of Bellevue, Nebraska ("the City"); Metropolitan Utilities District ("MUD"); and each of Gearhart Defendants' and the City's respective insurers (the Gearhart Defendants and the City, and their respective insurers, and MUD are all collectively referred to herein as "Defendants"). This Agreement is effective as of the date of the last-dated signature below (the "Effective Date"). When referred to collectively herein, the Yates and Shermans and Defendants shall be known as the "Parties".

RECITALS

WHEREAS, the City contracted with Gearhart Construction, LLC, to repair a sewer line on an emergency basis in February of 2016 near Hancock and Main Streets in Bellevue, Nebraska ("the Project"); and,

WHEREAS, on or about February 29, 2016, an unmarked and unidentified MUD water line was impacted and ruptured by heavy machinery in the course of the excavation ("the Accident"); and,

WHEREAS, water poured out of the charged water line after it was ruptured, which caused water to back up into the basements of several neighboring homes; and,

WHEREAS, the Yates and Shermans allege that as a result of the Accident, the Yates and Shermans sustained damage to their real and personal property, to which the Yates and Shermans assign the following value: \$16,078.38; and,

WHEREAS, the Yates and Shermans claim that the Gearhart Defendants, MUD, and the City were jointly responsible for the Accident, alleging that the Gearhart Defendants were negligent in hitting the MUD water line, that MUD was negligent in failing to mark its water line, and that the City was negligent in failing to oversee and/or control Gearhart Construction, LLC's work; and,

WHEREAS, the Gearhart Defendants have defended the Yates and Shermans' claims, alleging that: (1) Jacob Gearhart is not a proper party defendant; and (2) that the Gearhart Defendants acted in a manner that was reasonable, consistent with industry standards, and in compliance with the statutory requirements that control excavation work; and,

WHEREAS, MUD defended the Yates and Shermans' claims, alleging that it responded to the locate request in an appropriate and reasonable manner and that it was not required to mark the affected water line; and,

WHEREAS, the City has defended the Yates and Shermans' claims, alleging that it was not responsible for the work being carried out at the time of the Accident; and,

WHEREAS, the Gearhart Defendants, City of Bellevue and MUD asserted third-party claims and cross-claims against one another for negligence and indemnity and/or contribution, and the City also made cross-claims against Gearhart Construction, LLC, for breach of contract; and,

WHEREAS, on June 29, 2016, the Yates and Shermans commenced an action in the County Court of Sarpy County, Nebraska, arising out of the Accident, which action was titled, *DORENE M. SHERMAN, KRISTIN C. YATES and DAVID H. SHERMAN v. GEARHART CONSTRUCTION, LLC, d/b/a GEARHART PLUMBING and JACOB GEARHART, d/b/a GEARHART PLUMBING*, Case No. CI 16-2239; and,

WHEREAS, subsequent to the Yates and Shermans filing suit, the pleadings were amended to include additional claims and the suit was transferred to the District Court of Sarpy County, Nebraska, and as of the time the parties entered into this Agreement, the action was titled as contained in Exhibit "A" hereto, Case No. CI 17-1990 (the County Court action and the District Court action are together referred to hereinafter as "the Litigation"); and,

WHEREAS, the Gearhart Defendants, MUD and the City have all denied the respective claims made against them by the others in the Litigation; and,

WHEREAS, the Parties have agreed to fully and finally settle and compromise any and all actual and potential disputes, lawsuits, actions, and claims arising out of the Accident between (a) the Yates and Shermans and the Gearhart Defendants, (b) the Yates and Shermans and MUD, (c) the Yates and Shermans and the City, (d) the Gearhart Defendants and the City, (e) the Gearhart Defendants and MUD, and (f) MUD and the City, including every claim, action, cause of action, or liability, whether known or unknown, demands, rights, and damages known or unknown, suspected or unsuspected, that were or could have been brought in the Litigation that arose out of, or were in any way related to, the Accident; and,

WHEREAS, the Parties wish to completely settle their differences with regard to the Litigation without resort to further litigation and without admission of any liability, but the Parties agree that this settlement and the terms of this Agreement shall not affect the rights, claims and defenses that the Gearhart Defendants, the City, and MUD have in any other existing or future litigation arising out of the Accident; and,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to be legally bound by the following terms and conditions:

AGREEMENT

1. Recitals. The Parties acknowledge the foregoing "WHEREAS" clauses are true and correct, and they are incorporated herein as material parts to this Agreement.
2. Consideration. In conjunction with the full execution of this Agreement by all Parties, the Parties agree to execute a Joint Motion to Dismiss with Prejudice in the form of Exhibit "B" hereto. As consideration for this Agreement, the Defendants have agreed to jointly pay, and the

Yates and Shermans have agreed to accept, the sum of Nine Thousand Dollars (\$9,000.00) ("the Settlement Sum"). In exchange for the Settlement Sum, the Parties agree that all claims between them in the Litigation will be dismissed in their entirety, with prejudice, and the Parties agree to the additional terms set forth herein.

3. Mutual Releases. In consideration of the promises and obligations in this Agreement, the Yates and Shermans hereby knowingly, voluntarily, irrevocably, and unconditionally fully release and discharge the Gearhart Defendants, MUD, and the City, as well as their respective insurers, officers, directors, employees, agents, related trusts, and attorneys, of and from any and all claims, demands, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of any kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, which the Yates and Shermans now own or hold, may own or hold in the future, or have at any time heretofore owned or held, against any of the Defendants and/or their respective insurers, officers, directors, employees, agents, and attorneys arising out of the Accident. The Gearhart Defendants, MUD, and the City all hereby knowingly, voluntarily, irrevocably, and unconditionally fully release and discharge one another, as well as their respective insurers, officers, directors, employees, agents, related trusts, and attorneys, of and from any and all claims, demands, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of any kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, which any of them now own or hold, may own or hold in the future, or have at any time heretofore owned or held, against one another and/or their respective insurers, officers, directors, employees, agents, and attorneys arising out of the Accident.

4. Confidentiality. The Parties agree that the terms of this settlement and this Agreement are confidential, and that the Parties, their attorneys, and their representatives shall not disclose the terms or amount of this settlement to any third parties, particularly including, but not necessarily limited to, any other individuals who have, may or will claim damages as a result of the Accident. The Parties are permitted only to disclose the existence of the settlement, but the terms of this settlement and this Agreement shall only be disclosed in response to a valid subpoena, court order, a proper public records request pursuant to Chapter 84 of the Nebraska Revised Statutes, to comply with any tax reporting requirements, or as otherwise required by law.

5. Hold Harmless. The Yates and Shermans covenant and agree that any and all subrogation claims and/or any and all other type of liens or interest that is and/or could be claimed by any person and/or entity arising out of the Accident, will be fully paid, satisfied and released by the Yates and Shermans from the settlement proceeds paid herein. Further, the Yates and Shermans agree to indemnify and hold harmless the Defendants, and their respective insurance carriers, attorneys and all others in privity with each of them, from any claim by, through and/or under either or both of the Yates and Shermans for reimbursement of any funds paid by the Defendants relating to the damages and claims arising from the Accident.

6. No Admission of Liability. This Agreement is being entered into solely for the purposes of avoiding further costs and risks of litigation and amicably resolving all matters in controversy, disputes and causes of action among the Parties arising out of the Accident that were or could have been raised in the Litigation. This Agreement shall not be construed as an admission of

liability of any kind by any of the Defendants, and each of the Defendants specifically denies any liability in connection with any and all claims of any kind or type that were or could have been brought in the Litigation.

7. Attorneys' Fees and Costs. Each of the Parties shall bear his/her/its own attorneys' fees and costs in connection with, arising out of, or related to the Litigation.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective insurers, legal representatives, successors and assigns.

9. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the Parties in relation to the Litigation. This Agreement supersedes any and all other prior and contemporaneous understandings, promises and agreements of any kind related to the Litigation. No other representation, understanding, promise or agreement, either oral or written, exists between or among the Parties relating to the Litigation.

10. Invalidity. The Parties agree the provisions of this Agreement are severable and if any provision of this Agreement shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance or the validity or enforceability of this Agreement except as provided herein.

11. Amendment. This Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of all of the Parties.

12. Construction. This Agreement has been drafted jointly by the Parties and their respective attorneys, and the terms, conditions and provisions of this Agreement shall be construed only according to their fair import and shall not be construed for or against any of the Parties hereto. The warranties and representations contained in this Agreement shall survive the execution of this Agreement.

13. Benefit of Counsel. The Parties explicitly acknowledge that they have been represented by their respective attorneys in connection with the preparation of this Agreement, they have reviewed the terms and provisions of this Agreement with their respective attorneys, and they knowingly and voluntarily, without duress, executed this Agreement.

14. No Prior Assignment. Each of the Parties represents that he/she/it has not, before the Effective Date, assigned to any other person or entity any claim or cause of action that was or could have been asserted in the Litigation or any right extinguished by the releases given herein or vacated upon dismissal, with prejudice, of the Litigation.

15. Headings. The headings in this Agreement are for convenience only and do not affect its interpretation.

16. Governing Law. The laws of the State of Nebraska shall govern the validity, construction, interpretation and effect of this Agreement, regardless of any applicable law regarding the conflict of laws or the interpretation of contracts.

17. Authorized Signature. By signing below, each party represents and warrants that he or she is competent and authorized to sign on his or her own behalf, or that the person who is signing on behalf of any particular entity is so authorized to execute this Agreement on that entity's behalf.

18. Counterparts. This Agreement may be executed in multiple counterparts and any signature transmitted by facsimile or .pdf format via electronic mail shall be effective as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Release and Settlement Agreement to be executed as of the Effective Date.

[REMAINDER OF PAGE LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

Dated: _____

DORENE M. SHERMAN

BY: _____

Dated: _____

KRISTIN C. YATES

BY: _____

Dated: _____

DAVID H. SHERMAN

BY: _____

Dated: _____

GEARHART CONSTRUCTION, LLC

BY: _____

Printed Name: _____

Title: _____

Dated: _____

JACOB GEARHART

BY: _____

Dated: _____

METROPOLITAN UTILITIES DISTRICT

BY: _____

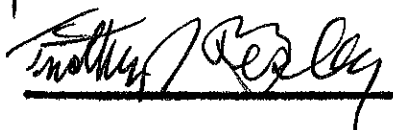
Printed Name: _____

Title: _____

Dated: _____

THE CITY OF BELLEVUE, NEBRASKA

Approved as to form:


Matthew J. Replogle

BY: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

**DORENE M. SHERMAN, and KRISTINC,
YATES, and DAVID H. SHERMAN,**

Plaintiffs,

v.

**GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING, and
JACOB GEARHART, d/b/a GEARHART
PLUMBING, CITY OF BELLEVUE, and
METROPOLITAN UTILITIES DISTRICT,
a Nebraska Political Subdivision,**

Defendants.

**GEARHART CONSTRUCTION, LLC, a
Nebraska limited liability company.**

Third Party Plaintiff,

v.

**METROPOLITAN UTILITIES DISTRICT,
a Nebraska Political Subdivision,**

**Third Party Defendant/
Cross-Claimant.**

**CITY OF BELLEVUE, a Municipal
Corporation of the First Class,**

Cross-Claimant,

v.

**GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING, and
JACOB GEARHART, d/b/a GEARHART
PLUMBING, and METROPOLITAN
UTILITIES DISTRICT, a Nebraska Political
Subdivision,**

Cross-Claim Defendants.

EXHIBIT "B"

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

DORENE M. SHERMAN, and KRISTIN C.
YATES, and DAVID H. SHERMAN

Case No. CI 17-1990

Plaintiffs,

v.

JOINT MOTION TO DISMISS

GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING, and JACOB
GEARHART, d/b/a GEARHART PLUMBING,
CITY OF BELLEVUE, and METROPOLITAN
UTILITIES DISTRICT, a Nebraska Political
Subdivision,

Defendants.

GEARHART CONSTRUCTION, LLC, a
Nebraska limited liability company,

Third Party Plaintiff,

v.

METROPOLITAN UTILITIES DISTRICT, a
Nebraska Political Subdivision,

Third Party Defendant.

CITY OF BELLEVUE, a Municipal Corporation
of the First Class,

Cross-Claimant,

v.

GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING, and JACOB
GEARHART, d/b/a GEARHART PLUMBING,
and METROPOLITAN UTILITIES DISTRICT,
a Nebraska Political Subdivision,

Cross-Claim Defendants.

EXHIBIT "B"

The parties, by and through their respective undersigned counsel, hereby move this Court for an order dismissing the above-captioned action, including all third party claims, cross-claims and counterclaims asserted therein, with prejudice, and directing that each party be ordered to pay its own attorneys' fees and costs, and that the complete record be waived.

WHEREFORE, the parties request that this Court dismiss the above-captioned action according to the foregoing terms.

Dated this ____ day of May, 2018.

DORENE M. SHERMAN and KRISTIN
C. YATES, and DAVID H. SHERMAN,
Plaintiffs,

GEARHART CONSTRUCTION, LLC,
Defendant/Third Party Plaintiff,

By _____
Dean J. Jungers, #12118
101 W. Mission Ave.
Bellevue, NE 68005
(402) 291-8900
djungers@hjglawoffices.com

By _____
Thomas J. Culhane, #10859
Matthew B. Reilly, #24186
ERICKSON | SEDERSTROM, P.C.
Regency Westpointe, Suite 100
10330 Regency Parkway Drive
Omaha, NE 68114
(402) 397-2200
culhane@eslaw.com
reilly@eslaw.com

METROPOLITAN UTILITIES
DISTRICT, Defendant,

CITY OF BELLEVUE, NEBRASKA,
Third Party Defendant,

By _____
Richard A. Kubat, #22439
A. Justin Cooper, #16814
Metropolitan Utilities District
1723 Harney Street
Omaha, NE 68102-1960
Rick_kubat@mudnebr.com
Justin_cooper@mudnebr.com

By _____
Jeffrey J. Blumel, #19011
Ryan M. Kunhart, #24692
Dvorak Law Group, LLC
13625 California Street, Suite 110
Omaha, NE 68154
jblumel@ddlawgroup.com
rkunhart@ddlawgroup.com

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is made and entered into by and between: ANNA L. KOUBA MAGEE ("Kouba Magee"); Gearhart Construction, LLC, d/b/a Gearhart Plumbing, and Jacob Gearhart ("Gearhart Defendants"); the City of Bellevue, Nebraska ("the City"); Metropolitan Utilities District ("MUD"); and each of Gearhart Defendants' and the City's respective insurers (the Gearhart Defendants and the City, and their respective insurers, and MUD are all collectively referred to herein as "Defendants"). This Agreement is effective as of the date of the last-dated signature below (the "Effective Date"). When referred to collectively herein, Kouba Magee and Defendants shall be known as the "Parties".

RECITALS

WHEREAS, the City contracted with Gearhart Construction, LLC, to repair a sewer line on an emergency basis in February of 2016 near Hancock and Main Streets in Bellevue, Nebraska ("the Project"); and,

WHEREAS, on or about February 29, 2016, an unmarked and unidentified MUD water line was impacted and ruptured by heavy machinery in the course of the excavation ("the Accident"); and,

WHEREAS, water poured out of the charged water line after it was ruptured, which caused water to back up into the basements of several neighboring homes; and,

WHEREAS, Kouba Magee alleges that as a result of the Accident, she sustained damage to her real and personal property, to which she assigns the following value: \$39,453.67; and,

WHEREAS, Kouba Magee claims that the Gearhart Defendants, MUD, and the City were jointly responsible for the Accident, alleging that the Gearhart Defendants were negligent in hitting the MUD water line, that MUD was negligent in failing to mark its water line, and that the City was negligent in failing to oversee and/or control Gearhart Construction, LLC's work; and,

WHEREAS, the Gearhart Defendants have defended Kouba Magee's claims, alleging that: (1) Jacob Gearhart is not a proper party defendant; and (2) that the Gearhart Defendants acted in a manner that was reasonable, consistent with industry standards, and in compliance with the statutory requirements that control excavation work; and,

WHEREAS, MUD defended Kouba Magee's claims, alleging that it responded to the locate request in an appropriate and reasonable manner and that it was not required to mark the affected water line; and,

WHEREAS, the City has defended Kouba Magee's claims, alleging that it was not responsible for the work being carried out at the time of the Accident; and,

WHEREAS, the Gearhart Defendants, City of Bellevue and MUD asserted third-party claims and cross-claims against one another for negligence and indemnity and/or contribution,

and the City also made cross-claims against Gearhart Construction, LLC, for breach of contract; and,

WHEREAS, on June 29, 2016, Kouba Magee commenced an action in the County Court of Sarpy County, Nebraska, arising out of the Accident, which action was titled, *ANNA L. KOUBA MAGEE v. GEARHART CONSTRUCTION, LLC, d/b/a GEARHART PLUMBING and JACOB GEARHART, d/b/a GEARHART PLUMBING*, Case No. CI 16-2238; and,

WHEREAS, subsequent to Kouba Magee filing suit, the pleadings were amended to include additional claims and the suit was transferred to the District Court of Sarpy County, Nebraska, and as of the time the parties entered into this Agreement, the action was titled as contained in Exhibit "A" hereto, Case No. CI 17-1991 (the County Court action and the District Court action are together referred to hereinafter as "the Litigation"); and,

WHEREAS, the Gearhart Defendants, MUD and the City have all denied the respective claims made against them by the others in the Litigation; and,

WHEREAS, the Parties have agreed to fully and finally settle and compromise any and all actual and potential disputes, lawsuits, actions, and claims arising out of the Accident between (a) Kouba Magee and the Gearhart Defendants, (b) Kouba Magee and MUD, (c) Kouba Magee and the City, (d) the Gearhart Defendants and the City, (e) the Gearhart Defendants and MUD, and (f) MUD and the City, including every claim, action, cause of action, or liability, whether known or unknown, demands, rights, and damages known or unknown, suspected or unsuspected, that were or could have been brought in the Litigation that arose out of, or were in any way related to, the Accident; and,

WHEREAS, the Parties wish to completely settle their differences with regard to the Litigation without resort to further litigation and without admission of any liability, but the Parties agree that this settlement and the terms of this Agreement shall not affect the rights, claims and defenses that the Gearhart Defendants, the City, and MUD have in any other existing or future litigation arising out of the Accident; and,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to be legally bound by the following terms and conditions:

AGREEMENT

1. Recitals. The Parties acknowledge the foregoing "WHEREAS" clauses are true and correct, and they are incorporated herein as material parts to this Agreement.
2. Consideration. In conjunction with the full execution of this Agreement by all Parties, the Parties agree to execute a Joint Motion to Dismiss with Prejudice in the form of Exhibit "B" hereto. As consideration for this Agreement, the Defendants have agreed to jointly pay, and Kouba Magee has agreed to accept, the sum of Fourteen Thousand Five Hundred Dollars (\$14,500.00) ("the Settlement Sum"). In exchange for the Settlement Sum, the Parties agree that

all claims between them in the Litigation will be dismissed in their entirety, with prejudice, and the Parties agree to the additional terms set forth herein.

3. Mutual Releases. In consideration of the promises and obligations in this Agreement, Kouba Magee hereby knowingly, voluntarily, irrevocably, and unconditionally fully releases and discharges the Gearhart Defendants, MUD, and the City, as well as their respective insurers, officers, directors, employees, agents, related trusts, and attorneys, of and from any and all claims, demands, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of any kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, which Kouba Magee now owns or holds, may own or hold in the future, or has at any time heretofore owned or held, against any of the Defendants and/or their respective insurers, officers, directors, employees, agents, and attorneys arising out of the Accident. The Gearhart Defendants, MUD, and the City all hereby knowingly, voluntarily, irrevocably, and unconditionally fully release and discharge one another, as well as their respective insurers, officers, directors, employees, agents, related trusts, and attorneys, of and from any and all claims, demands, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of any kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, which any of them now own or hold, may own or hold in the future, or have at any time heretofore owned or held, against one another and/or their respective insurers, officers, directors, employees, agents, and attorneys arising out of the Accident.

4. Confidentiality. The Parties agree that the terms of this settlement and this Agreement are confidential, and that the Parties, their attorneys, and their representatives shall not disclose the terms or amount of this settlement to any third parties, particularly including, but not necessarily limited to, any other individuals who have, may or will claim damages as a result of the Accident. The Parties are permitted only to disclose the existence of the settlement, but the terms of this settlement and this Agreement shall only be disclosed in response to a valid subpoena, court order, a proper public records request pursuant to Chapter 84 of the Nebraska Revised Statutes, to comply with any tax reporting requirements, or as otherwise required by law.

5. Hold Harmless. Kouba Magee covenants and agrees that any and all subrogation claims and/or any and all other type of liens or interest that is and/or could be claimed by any person and/or entity arising out of the Accident, will be fully paid, satisfied and released by t Kouba Magee from the settlement proceeds paid herein. Further, Kouba Magee agrees to indemnify and hold harmless the Defendants, and their respective insurance carriers, attorneys and all others in privity with each of them, from any claim by, through and/or under either or both of Kouba Magee for reimbursement of any funds paid by the Defendants relating to the damages and claims arising from the Accident.

6. No Admission of Liability. This Agreement is being entered into solely for the purposes of avoiding further costs and risks of litigation and amicably resolving all matters in controversy, disputes and causes of action among the Parties arising out of the Accident that were or could have been raised in the Litigation. This Agreement shall not be construed as an admission of liability of any kind by any of the Defendants, and each of the Defendants specifically denies any

liability in connection with any and all claims of any kind or type that were or could have been brought in the Litigation.

7. Attorneys' Fees and Costs. Each of the Parties shall bear his/her/its own attorneys' fees and costs in connection with, arising out of, or related to the Litigation.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective insurers, legal representatives, successors and assigns.

9. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the Parties in relation to the Litigation. This Agreement supersedes any and all other prior and contemporaneous understandings, promises and agreements of any kind related to the Litigation. No other representation, understanding, promise or agreement, either oral or written, exists between or among the Parties relating to the Litigation.

10. Invalidity. The Parties agree the provisions of this Agreement are severable and if any provision of this Agreement shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance or the validity or enforceability of this Agreement except as provided herein.

11. Amendment. This Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of all of the Parties.

12. Construction. This Agreement has been drafted jointly by the Parties and their respective attorneys, and the terms, conditions and provisions of this Agreement shall be construed only according to their fair import and shall not be construed for or against any of the Parties hereto. The warranties and representations contained in this Agreement shall survive the execution of this Agreement.

13. Benefit of Counsel. The Parties explicitly acknowledge that they have been represented by their respective attorneys in connection with the preparation of this Agreement, they have reviewed the terms and provisions of this Agreement with their respective attorneys, and they knowingly and voluntarily, without duress, executed this Agreement.

14. No Prior Assignment. Each of the Parties represents that he/she/it has not, before the Effective Date, assigned to any other person or entity any claim or cause of action that was or could have been asserted in the Litigation or any right extinguished by the releases given herein or vacated upon dismissal, with prejudice, of the Litigation.

15. Headings. The headings in this Agreement are for convenience only and do not affect its interpretation.

16. Governing Law. The laws of the State of Nebraska shall govern the validity, construction, interpretation and effect of this Agreement, regardless of any applicable law regarding the conflict of laws or the interpretation of contracts.

17. Authorized Signature. By signing below, each party represents and warrants that he or she is competent and authorized to sign on his or her own behalf, or that the person who is signing on behalf of any particular entity is so authorized to execute this Agreement on that entity's behalf.

18. Counterparts. This Agreement may be executed in multiple counterparts and any signature transmitted by facsimile or .pdf format via electronic mail shall be effective as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Release and Settlement Agreement to be executed as of the Effective Date.

[REMAINDER OF PAGE LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

Dated: _____

ANNA L. KOUBA MAGEE

BY: _____

Dated: _____

GEARHART CONSTRUCTION, LLC

BY: _____

Printed Name: _____

Title: _____

Dated: _____

JACOB GEARHART

BY: _____

Dated: _____

METROPOLITAN UTILITIES DISTRICT

BY: _____

Printed Name: _____

Title: _____

Dated: _____

THE CITY OF BELLEVUE, NEBRASKA

Approved as to form:

Matthew J. Kelly

BY: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

ANNA L. KOUBA MAGEE,

Plaintiff,

v.

GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING;
JACOB GEARHART, d/b/a
GEARHART PLUMBING;
METROPOLITAN UTILITIES DISTRICT,
a Nebraska political subdivision; and,
THE CITY OF BELLEVUE, NEBRASKA,
a Nebraska political subdivision,

Defendants,

GEARHART CONSTRUCTION, LLC,

Cross-Claimant,

v.

METROPOLITAN UTILITIES DISTRICT,

Cross-Claim Defendant.

CITY OF BELLEVUE, NEBRASKA,

Cross-Claimant,

v.

GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING, and
JACOB GEARHART, d/b/a GEARHART
PLUMBING, and METROPOLITAN
UTILITIES DISTRICT,

Cross-Claim Defendants.

EXHIBIT "B"

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

ANNA L. KOUBA MAGEE,

Case No. CI 17-1991

Plaintiff,

v.

JOINT MOTION TO DISMISS

GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING, and JACOB
GEARHART, d/b/a GEARHART PLUMBING,
CITY OF BELLEVUE, and METROPOLITAN
UTILITIES DISTRICT, a Nebraska Political
Subdivision,

Defendants.

GEARHART CONSTRUCTION, LLC, a
Nebraska limited liability company,

Third Party Plaintiff,

v.

METROPOLITAN UTILITIES DISTRICT, a
Nebraska Political Subdivision,

Third Party Defendant.

CITY OF BELLEVUE, a Municipal Corporation
of the First Class,

Cross-Claimant,

v.

GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING, and JACOB
GEARHART, d/b/a GEARHART PLUMBING,
and METROPOLITAN UTILITIES DISTRICT,
a Nebraska Political Subdivision,

Cross-Claim Defendants.

EXHIBIT "B"

The parties, by and through their respective undersigned counsel, hereby move this Court for an order dismissing the above-captioned action, including all third party claims, cross-claims and counterclaims asserted therein, with prejudice, and directing that each party be ordered to pay its own attorneys' fees and costs, and that the complete record be waived.

WHEREFORE, the parties request that this Court dismiss the above-captioned action according to the foregoing terms.

Dated this ____ day of May, 2018.

ANNA L. KOUBA MAGEE, Plaintiff,

GEARHART CONSTRUCTION, LLC,
Defendant/Third Party Plaintiff,

By

Dean J. Jungers, #12118
101 W. Mission Ave.
Bellevue, NE 68005
(402) 291-8900
djungers@hjglawoffices.com

By

Thomas J. Culhane, #10859
Matthew B. Reilly, #24186
ERICKSON | SEDERSTROM, P.C.
Regency Westpointe, Suite 100
10330 Regency Parkway Drive
Omaha, NE 68114
(402) 397-2200
culhane@eslaw.com
reilly@eslaw.com

METROPOLITAN UTILITIES
DISTRICT, Defendant,

CITY OF BELLEVUE, NEBRASKA,
Third Party Defendant,

By

Richard A. Kubat, #22439
A. Justin Cooper, #16814
Metropolitan Utilities District
1723 Harney Street
Omaha, NE 68102-1960
Rick_kubat@mudnebr.com
Justin_cooper@mudnebr.com

By

Jeffrey J. Blumel, #19011
Ryan M. Kunhart, #24692
Dvorak Law Group, LLC
13625 California Street, Suite 110
Omaha, NE 68154
jblumel@ddlwggroup.com
rkunhart@ddlwggroup.com

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is made and entered into by and between: WILLIAM VANCE, JR. and DONNA M. VANCE, individually and collectively ("the Vances"); Gearhart Construction, LLC, d/b/a Gearhart Plumbing, and Jacob Gearhart ("Gearhart Defendants"); the City of Bellevue, Nebraska ("the City"); Metropolitan Utilities District ("MUD"); and each of Gearhart Defendants' and the City's respective insurers (the Gearhart Defendants and the City, and their respective insurers, and MUD are all collectively referred to herein as "Defendants"). This Agreement is effective as of the date of the last-dated signature below (the "Effective Date"). When referred to collectively herein, the Vances and Defendants shall be known as the "Parties".

RECITALS

WHEREAS, the City contracted with Gearhart Construction, LLC, to repair a sewer line on an emergency basis in February of 2016 near Hancock and Main Streets in Bellevue, Nebraska ("the Project"); and,

WHEREAS, on or about February 29, 2016, an unmarked and unidentified MUD water line was impacted and ruptured by heavy machinery in the course of the excavation ("the Accident"); and,

WHEREAS, water poured out of the charged water line after it was ruptured, which caused water to back up into the basements of several neighboring homes; and,

WHEREAS, the Vances allege that as a result of the Accident, the Vances sustained damage to their real and personal property, to which the Vances assign the following value: \$19,720.64; and,

WHEREAS, the Vances claim that the Gearhart Defendants, MUD, and the City were jointly responsible for the Accident, alleging that the Gearhart Defendants were negligent in hitting the MUD water line, that MUD was negligent in failing to mark its water line, and that the City was negligent in failing to oversee and/or control Gearhart Construction, LLC's work; and,

WHEREAS, the Gearhart Defendants have defended the Vances' claims, alleging that: (1) Jacob Gearhart is not a proper party defendant; and (2) that the Gearhart Defendants acted in a manner that was reasonable, consistent with industry standards, and in compliance with the statutory requirements that control excavation work; and,

WHEREAS, MUD defended the Vances' claims, alleging that it responded to the locate request in an appropriate and reasonable manner and that it was not required to mark the affected water line; and,

WHEREAS, the City has defended the Vances' claims, alleging that it was not responsible for the work being carried out at the time of the Accident; and,

WHEREAS, the Gearhart Defendants, City of Bellevue and MUD asserted third-party claims and cross-claims against one another for negligence and indemnity and/or contribution, and the City also made cross-claims against Gearhart Construction, LLC, for breach of contract; and,

WHEREAS, on May 23, 2016, the Vances commenced an action in the County Court of Sarpy County, Nebraska, arising out of the Accident, which action was titled, *WILLIAM VANCE, JR. and DONNA M. VANCE v. GEARHART CONSTRUCTION, LLC, d/b/a GEARHART PLUMBING and JACOB GEARHART, d/b/a GEARHART PLUMBING*, Case No. CI 16-1812; and,

WHEREAS, subsequent to the Vances filing suit, the pleadings were amended to include additional claims and the suit was transferred to the District Court of Sarpy County, Nebraska, and as of the time the parties entered into this Agreement, the action was titled as contained in Exhibit "A" hereto, Case No. CI 17-1989 (the County Court action and the District Court action are together referred to hereinafter as "the Litigation"); and,

WHEREAS, the Gearhart Defendants, MUD and the City have all denied the respective claims made against them by the others in the Litigation; and,

WHEREAS, the Parties have agreed to fully and finally settle and compromise any and all actual and potential disputes, lawsuits, actions, and claims arising out of the Accident between (a) the Vances and the Gearhart Defendants, (b) the Vances and MUD, (c) the Vances and the City, (d) the Gearhart Defendants and the City, (e) the Gearhart Defendants and MUD, and (f) MUD and the City, including every claim, action, cause of action, or liability, whether known or unknown, demands, rights, and damages known or unknown, suspected or unsuspected, that were or could have been brought in the Litigation that arose out of, or were in any way related to, the Accident; and,

WHEREAS, the Parties wish to completely settle their differences with regard to the Litigation without resort to further litigation and without admission of any liability, but the Parties agree that this settlement and the terms of this Agreement shall not affect the rights, claims and defenses that the Gearhart Defendants, the City, and MUD have in any other existing or future litigation arising out of the Accident; and,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to be legally bound by the following terms and conditions:

AGREEMENT

1. Recitals. The Parties acknowledge the foregoing "WHEREAS" clauses are true and correct, and they are incorporated herein as material parts to this Agreement.
2. Consideration. In conjunction with the full execution of this Agreement by all Parties, the Parties agree to execute a Joint Motion to Dismiss with Prejudice in the form of Exhibit "B" hereto. As consideration for this Agreement, the Defendants have agreed to jointly pay, and the

Vances have agreed to accept, the sum of Fifteen Thousand Five Hundred Dollars (\$15,500.00) ("the Settlement Sum"). In exchange for the Settlement Sum, the Parties agree that all claims between them in the Litigation will be dismissed in their entirety, with prejudice, and the Parties agree to the additional terms set forth herein.

3. Mutual Releases. In consideration of the promises and obligations in this Agreement, the Vances hereby knowingly, voluntarily, irrevocably, and unconditionally fully release and discharge the Gearhart Defendants, MUD, and the City, as well as their respective insurers, officers, directors, employees, agents, related trusts, and attorneys, of and from any and all claims, demands, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of any kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, which the Vances now own or hold, may own or hold in the future, or have at any time heretofore owned or held, against any of the Defendants and/or their respective insurers, officers, directors, employees, agents, and attorneys arising out of the Accident. The Gearhart Defendants, MUD, and the City all hereby knowingly, voluntarily, irrevocably, and unconditionally fully release and discharge one another, as well as their respective insurers, officers, directors, employees, agents, related trusts, and attorneys, of and from any and all claims, demands, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of any kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, which any of them now own or hold, may own or hold in the future, or have at any time heretofore owned or held, against one another and/or their respective insurers, officers, directors, employees, agents, and attorneys arising out of the Accident.

4. Confidentiality. The Parties agree that the terms of this settlement and this Agreement are confidential, and that the Parties, their attorneys, and their representatives shall not disclose the terms or amount of this settlement to any third parties, particularly including, but not necessarily limited to, any other individuals who have, may or will claim damages as a result of the Accident. The Parties are permitted only to disclose the existence of the settlement, but the terms of this settlement and this Agreement shall only be disclosed in response to a valid subpoena, court order, a proper public records request pursuant to Chapter 84 of the Nebraska Revised Statutes, to comply with any tax reporting requirements, or as otherwise required by law.

5. Hold Harmless. The Vances covenant and agree that any and all subrogation claims and/or any and all other type of liens or interest that is and/or could be claimed by any person and/or entity arising out of the Accident, will be fully paid, satisfied and released by the Vances from the settlement proceeds paid herein. Further, the Vances agree to indemnify and hold harmless the Defendants, and their respective insurance carriers, attorneys and all others in privity with each of them, from any claim by, through and/or under either or both of the Vances for reimbursement of any funds paid by the Defendants relating to the damages and claims arising from the Accident.

6. No Admission of Liability. This Agreement is being entered into solely for the purposes of avoiding further costs and risks of litigation and amicably resolving all matters in controversy, disputes and causes of action among the Parties arising out of the Accident that were or could have been raised in the Litigation. This Agreement shall not be construed as an admission of

liability of any kind by any of the Defendants, and each of the Defendants specifically denies any liability in connection with any and all claims of any kind or type that were or could have been brought in the Litigation.

7. Attorneys' Fees and Costs. Each of the Parties shall bear his/her/its own attorneys' fees and costs in connection with, arising out of, or related to the Litigation.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective insurers, legal representatives, successors and assigns.

9. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the Parties in relation to the Litigation. This Agreement supersedes any and all other prior and contemporaneous understandings, promises and agreements of any kind related to the Litigation. No other representation, understanding, promise or agreement, either oral or written, exists between or among the Parties relating to the Litigation.

10. Invalidity. The Parties agree the provisions of this Agreement are severable and if any provision of this Agreement shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance or the validity or enforceability of this Agreement except as provided herein.

11. Amendment. This Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of all of the Parties.

12. Construction. This Agreement has been drafted jointly by the Parties and their respective attorneys, and the terms, conditions and provisions of this Agreement shall be construed only according to their fair import and shall not be construed for or against any of the Parties hereto. The warranties and representations contained in this Agreement shall survive the execution of this Agreement.

13. Benefit of Counsel. The Parties explicitly acknowledge that they have been represented by their respective attorneys in connection with the preparation of this Agreement, they have reviewed the terms and provisions of this Agreement with their respective attorneys, and they knowingly and voluntarily, without duress, executed this Agreement.

14. No Prior Assignment. Each of the Parties represents that he/she/it has not, before the Effective Date, assigned to any other person or entity any claim or cause of action that was or could have been asserted in the Litigation or any right extinguished by the releases given herein or vacated upon dismissal, with prejudice, of the Litigation.

15. Headings. The headings in this Agreement are for convenience only and do not affect its interpretation.

16. Governing Law. The laws of the State of Nebraska shall govern the validity, construction, interpretation and effect of this Agreement, regardless of any applicable law regarding the conflict of laws or the interpretation of contracts.

17. Authorized Signature. By signing below, each party represents and warrants that he or she is competent and authorized to sign on his or her own behalf, or that the person who is signing on behalf of any particular entity is so authorized to execute this Agreement on that entity's behalf.

18. Counterparts. This Agreement may be executed in multiple counterparts and any signature transmitted by facsimile or .pdf format via electronic mail shall be effective as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Release and Settlement Agreement to be executed as of the Effective Date.

[REMAINDER OF PAGE LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

Dated: _____

WILLIAM VANCE, JR.

BY: _____

Dated: _____

DONNA M. VANCE

BY: _____

Dated: _____

GEARHART CONSTRUCTION, LLC

BY: _____

Printed Name: _____

Title: _____

Dated: _____

JACOB GEARHART

BY: _____

Dated: _____

METROPOLITAN UTILITIES DISTRICT

BY: _____

Printed Name: _____

Title: _____

Dated: _____

THE CITY OF BELLEVUE, NEBRASKA

Approved as to form:

Timothy J. Carley

BY: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

**WILLIAM VANCE, JR. and
DONNA M. VANCE,**

Plaintiffs,

v.

**GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING, and
JACOB GEARHART, d/b/a GEARHART
PLUMBING, CITY OF BELLEVUE, and
METROPOLITAN UTILITIES DISTRICT,
a Nebraska Political Subdivision,**

Defendants.

**GEARHART CONSTRUCTION, LLC, a
Nebraska limited liability company,**

Third Party Plaintiff,

v.

**METROPOLITAN UTILITIES DISTRICT,
a Nebraska Political Subdivision,**

**Third Party Defendant/
Cross-Claimant.**

**CITY OF BELLEVUE, a Municipal
Corporation of the First Class,**

Cross-Claimant,

v.

**GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING, and
JACOB GEARHART, d/b/a GEARHART
PLUMBING, and METROPOLITAN
UTILITIES DISTRICT, a Nebraska Political
Subdivision,**

Cross-Claim Defendants.

EXHIBIT "B"

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

WILLIAM VANCE, JR. and DONNA M.
VANCE,

Case No. CI 17-1989

Plaintiffs,

v.

JOINT MOTION TO DISMISS

GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING, and JACOB
GEARHART, d/b/a GEARHART PLUMBING,
CITY OF BELLEVUE, and METROPOLITAN
UTILITIES DISTRICT, a Nebraska Political
Subdivision,

Defendants.

GEARHART CONSTRUCTION, LLC, a
Nebraska limited liability company,

Third Party Plaintiff,

v.

METROPOLITAN UTILITIES DISTRICT, a
Nebraska Political Subdivision,

Third Party Defendant.

CITY OF BELLEVUE, a Municipal Corporation
of the First Class,

Cross-Claimant,

v.

GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING, and JACOB
GEARHART, d/b/a GEARHART PLUMBING,
and METROPOLITAN UTILITIES DISTRICT,
a Nebraska Political Subdivision,

Cross-Claim Defendants.

EXHIBIT "B"

The parties, by and through their respective undersigned counsel, hereby move this Court for an order dismissing the above-captioned action, including all third party claims, cross-claims and counterclaims asserted therein, with prejudice, and directing that each party be ordered to pay its own attorneys' fees and costs, and that the complete record be waived.

WHEREFORE, the parties request that this Court dismiss the above-captioned action according to the foregoing terms.

Dated this ____ day of May, 2018.

WILLIAM VANCE, JR. and DONNA
M. VANCE, Plaintiffs,

GEARHART CONSTRUCTION, LLC,
Defendant/Third Party Plaintiff,

By _____
Dean J. Jungers, #12118
101 W. Mission Ave.
Bellevue, NE 68005
(402) 291-8900
djungers@hjglawoffices.com

By _____
Thomas J. Culhane, #10859
Matthew B. Reilly, #24186
ERICKSON | SEDERSTROM, P.C.
Regency Westpointe, Suite 100
10330 Regency Parkway Drive
Omaha, NE 68114
(402) 397-2200
culhane@eslaw.com
reilly@eslaw.com

METROPOLITAN UTILITIES
DISTRICT, Defendant,

CITY OF BELLEVUE, NEBRASKA,
Third Party Defendant,

By _____
Richard A. Kubat, #22439
A. Justin Cooper, #16814
Metropolitan Utilities District
1723 Harney Street
Omaha, NE 68102-1960
Rick_kubat@mudnebr.com
Justin_cooper@mudnebr.com

By _____
Jeffrey J. Blumel, #19011
Ryan M. Kunhart, #24692
Dvorak Law Group, LLC
13625 California Street, Suite 110
Omaha, NE 68154
jblumel@ddlawgroup.com
rkunhart@ddlawgroup.com

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is made and entered into by and between: JERRY C. MOSSER and GLORIA J. MOSSER, individually and collectively ("the Mossers"); Gearhart Construction, LLC, d/b/a Gearhart Plumbing, and Jacob Gearhart ("Gearhart Defendants"); the City of Bellevue, Nebraska ("the City"); Metropolitan Utilities District ("MUD"); and each of Gearhart Defendants' and the City's respective insurers (the Gearhart Defendants and the City, and their respective insurers, and MUD are all collectively referred to herein as "Defendants"). This Agreement is effective as of the date of the last-dated signature below (the "Effective Date"). When referred to collectively herein, the Mossers and Defendants shall be known as the "Parties".

RECITALS

WHEREAS, the City contracted with Gearhart Construction, LLC, to repair a sewer line on an emergency basis in February of 2016 near Hancock and Main Streets in Bellevue, Nebraska ("the Project"); and,

WHEREAS, on or about February 29, 2016, an unmarked and unidentified MUD water line was impacted and ruptured by heavy machinery in the course of the excavation ("the Accident"); and,

WHEREAS, water poured out of the charged water line after it was ruptured, which caused water to back up into the basements of several neighboring homes; and,

WHEREAS, the Mossers allege that as a result of the Accident, the Mossers sustained damage to their real and personal property, to which the Mossers assign the following value: \$16,951.13; and,

WHEREAS, the Mossers claim that the Gearhart Defendants, MUD, and the City were jointly responsible for the Accident, alleging that the Gearhart Defendants were negligent in hitting the MUD water line, that MUD was negligent in failing to mark its water line, and that the City was negligent in failing to oversee and/or control Gearhart Construction, LLC's work; and,

WHEREAS, the Gearhart Defendants have defended the Mossers' claims, alleging that: (1) Jacob Gearhart is not a proper party defendant; and (2) that the Gearhart Defendants acted in a manner that was reasonable, consistent with industry standards, and in compliance with the statutory requirements that control excavation work; and,

WHEREAS, MUD defended the Mossers' claims, alleging that it responded to the locate request in an appropriate and reasonable manner and that it was not required to mark the affected water line; and,

WHEREAS, the City has defended the Mossers' claims, alleging that it was not responsible for the work being carried out at the time of the Accident; and,

WHEREAS, the Gearhart Defendants, City of Bellevue and MUD asserted third-party claims and cross-claims against one another for negligence and indemnity and/or contribution, and the City also made cross-claims against Gearhart Construction, LLC, for breach of contract; and,

WHEREAS, on May 23, 2016, the Mossers commenced an action in the County Court of Sarpy County, Nebraska, arising out of the Accident, which action was titled, *JERRY C. MOSSER and GLORIA J. MOSSER v. GEARHART CONSTRUCTION, LLC, d/b/a GEARHART PLUMBING and JACOB GEARHART, d/b/a GEARHART PLUMBING*, Case No. CI 16-1811; and,

WHEREAS, subsequent to the Mossers filing suit, the pleadings were amended to include additional claims and the suit was transferred to the District Court of Sarpy County, Nebraska, and as of the time the parties entered into this Agreement, the action was titled as contained in Exhibit "A" hereto, Case No. CI 17-1987 (the County Court action and the District Court action are together referred to hereinafter as "the Litigation"); and,

WHEREAS, the Gearhart Defendants, MUD and the City have all denied the respective claims made against them by the others in the Litigation; and,

WHEREAS, the Parties have agreed to fully and finally settle and compromise any and all actual and potential disputes, lawsuits, actions, and claims arising out of the Accident between (a) the Mossers and the Gearhart Defendants, (b) the Mossers and MUD, (c) the Mossers and the City, (d) the Gearhart Defendants and the City, (e) the Gearhart Defendants and MUD, and (f) MUD and the City, including every claim, action, cause of action, or liability, whether known or unknown, demands, rights, and damages known or unknown, suspected or unsuspected, that were or could have been brought in the Litigation that arose out of, or were in any way related to, the Accident; and,

WHEREAS, the Parties wish to completely settle their differences with regard to the Litigation without resort to further litigation and without admission of any liability, but the Parties agree that this settlement and the terms of this Agreement shall not affect the rights, claims and defenses that the Gearhart Defendants, the City, and MUD have in any other existing or future litigation arising out of the Accident; and,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to be legally bound by the following terms and conditions:

AGREEMENT

1. Recitals. The Parties acknowledge the foregoing "WHEREAS" clauses are true and correct, and they are incorporated herein as material parts to this Agreement.
2. Consideration. In conjunction with the full execution of this Agreement by all Parties, the Parties agree to execute a Joint Motion to Dismiss with Prejudice in the form of Exhibit "B" hereto. As consideration for this Agreement, the Defendants have agreed to jointly pay, and the

Mossers have agreed to accept, the sum of Eight Thousand Dollars (\$8,000.00) ("the Settlement Sum"). In exchange for the Settlement Sum, the Parties agree that all claims between them in the Litigation will be dismissed in their entirety, with prejudice, and the Parties agree to the additional terms set forth herein.

3. Mutual Releases. In consideration of the promises and obligations in this Agreement, the Mossers hereby knowingly, voluntarily, irrevocably, and unconditionally fully release and discharge the Gearhart Defendants, MUD, and the City, as well as their respective insurers, officers, directors, employees, agents, related trusts, and attorneys, of and from any and all claims, demands, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of any kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, which the Mossers now own or hold, may own or hold in the future, or have at any time heretofore owned or held, against any of the Defendants and/or their respective insurers, officers, directors, employees, agents, and attorneys arising out of the Accident. The Gearhart Defendants, MUD, and the City all hereby knowingly, voluntarily, irrevocably, and unconditionally fully release and discharge one another, as well as their respective insurers, officers, directors, employees, agents, related trusts, and attorneys, of and from any and all claims, demands, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of any kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, which any of them now own or hold, may own or hold in the future, or have at any time heretofore owned or held, against one another and/or their respective insurers, officers, directors, employees, agents, and attorneys arising out of the Accident.

4. Confidentiality. The Parties agree that the terms of this settlement and this Agreement are confidential, and that the Parties, their attorneys, and their representatives shall not disclose the terms or amount of this settlement to any third parties, particularly including, but not necessarily limited to, any other individuals who have, may or will claim damages as a result of the Accident. The Parties are permitted only to disclose the existence of the settlement, but the terms of this settlement and this Agreement shall only be disclosed in response to a valid subpoena, court order, a proper public records request pursuant to Chapter 84 of the Nebraska Revised Statutes, to comply with any tax reporting requirements, or as otherwise required by law.

5. Hold Harmless. The Mossers covenant and agree that any and all subrogation claims and/or any and all other type of liens or interest that is and/or could be claimed by any person and/or entity arising out of the Accident, will be fully paid, satisfied and released by the Mossers from the settlement proceeds paid herein. Further, the Mossers agree to indemnify and hold harmless the Defendants, and their respective insurance carriers, attorneys and all others in privity with each of them, from any claim by, through and/or under either or both of the Mossers for reimbursement of any funds paid by the Defendants relating to the damages and claims arising from the Accident.

6. No Admission of Liability. This Agreement is being entered into solely for the purposes of avoiding further costs and risks of litigation and amicably resolving all matters in controversy, disputes and causes of action among the Parties arising out of the Accident that were or could have been raised in the Litigation. This Agreement shall not be construed as an admission of

liability of any kind by any of the Defendants, and each of the Defendants specifically denies any liability in connection with any and all claims of any kind or type that were or could have been brought in the Litigation.

7. Attorneys' Fees and Costs. Each of the Parties shall bear his/her/its own attorneys' fees and costs in connection with, arising out of, or related to the Litigation.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective insurers, legal representatives, successors and assigns.

9. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the Parties in relation to the Litigation. This Agreement supersedes any and all other prior and contemporaneous understandings, promises and agreements of any kind related to the Litigation. No other representation, understanding, promise or agreement, either oral or written, exists between or among the Parties relating to the Litigation.

10. Invalidity. The Parties agree the provisions of this Agreement are severable and if any provision of this Agreement shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance or the validity or enforceability of this Agreement except as provided herein.

11. Amendment. This Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of all of the Parties.

12. Construction. This Agreement has been drafted jointly by the Parties and their respective attorneys, and the terms, conditions and provisions of this Agreement shall be construed only according to their fair import and shall not be construed for or against any of the Parties hereto. The warranties and representations contained in this Agreement shall survive the execution of this Agreement.

13. Benefit of Counsel. The Parties explicitly acknowledge that they have been represented by their respective attorneys in connection with the preparation of this Agreement, they have reviewed the terms and provisions of this Agreement with their respective attorneys, and they knowingly and voluntarily, without duress, executed this Agreement.

14. No Prior Assignment. Each of the Parties represents that he/she/it has not, before the Effective Date, assigned to any other person or entity any claim or cause of action that was or could have been asserted in the Litigation or any right extinguished by the releases given herein or vacated upon dismissal, with prejudice, of the Litigation.

15. Headings. The headings in this Agreement are for convenience only and do not affect its interpretation.

16. Governing Law. The laws of the State of Nebraska shall govern the validity, construction, interpretation and effect of this Agreement, regardless of any applicable law regarding the conflict of laws or the interpretation of contracts.

17. Authorized Signature. By signing below, each party represents and warrants that he or she is competent and authorized to sign on his or her own behalf, or that the person who is signing on behalf of any particular entity is so authorized to execute this Agreement on that entity's behalf.

18. Counterparts. This Agreement may be executed in multiple counterparts and any signature transmitted by facsimile or .pdf format via electronic mail shall be effective as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Release and Settlement Agreement to be executed as of the Effective Date.

[REMAINDER OF PAGE LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

Dated: _____

JERRY C. MOSSER

BY: _____

Dated: _____

GLORIA J. MOSSER

BY: _____

Dated: _____

GEARHART CONSTRUCTION, LLC

BY: _____

Printed Name: _____

Title: _____

Dated: _____

JACOB GEARHART

BY: _____

Dated: _____

METROPOLITAN UTILITIES DISTRICT

BY: _____

Printed Name: _____

Title: _____

Dated: _____

THE CITY OF BELLEVUE, NEBRASKA

Approved as to form:



BY: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

**JERRY C. MOSSER and
GLORIA J. MOSSER, Husband and Wife,**

Plaintiffs,

v.

**GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING;
JACOB GEARHART, d/b/a
GEARHART PLUMBING;
METROPOLITAN UTILITIES DISTRICT,
a Nebraska political subdivision; and
THE CITY OF BELLEVUE, NEBRASKA,
a Nebraska political subdivision,**

Defendants,

GEARHART CONSTRUCTION, LLC,

Cross-Claimant,

v.

METROPOLITAN UTILITIES DISTRICT,

Cross-Claim Defendant.

CITY OF BELLEVUE, NEBRASKA,

Cross-Claimant,

v.

**GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING, and
JACOB GEARHART, d/b/a GEARHART
PLUMBING, and METROPOLITAN
UTILITIES DISTRICT,**

Cross-Claim Defendants.

METROPOLITAN UTILITIES DISTRICT,

Cross-Claimant,

v.

**GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING;
JACOB GEARHART d/b/a GEARHART
PLUMBING,**

Cross-Claim Defendants.

EXHIBIT "B"

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

JERRY C. MOSSER and GLORIA J. MOSSER,
Husband and Wife,

Case No. CI 17-1987

Plaintiffs,

v.

JOINT MOTION TO DISMISS

GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING, and JACOB
GEARHART, d/b/a GEARHART PLUMBING,
CITY OF BELLEVUE, and METROPOLITAN
UTILITIES DISTRICT, a Nebraska Political
Subdivision,

Defendants.

GEARHART CONSTRUCTION, LLC, a
Nebraska limited liability company,

Third Party Plaintiff,

v.

METROPOLITAN UTILITIES DISTRICT, a
Nebraska Political Subdivision,

Third Party Defendant.

CITY OF BELLEVUE, a Municipal Corporation
of the First Class,

Cross-Claimant,

v.

GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING, and JACOB
GEARHART, d/b/a GEARHART PLUMBING,
and METROPOLITAN UTILITIES DISTRICT,
a Nebraska Political Subdivision,

Cross-Claim Defendants.

EXHIBIT "B"

The parties, by and through their respective undersigned counsel, hereby move this Court for an order dismissing the above-captioned action, including all third party claims, cross-claims and counterclaims asserted therein, with prejudice, and directing that each party be ordered to pay its own attorneys' fees and costs, and that the complete record be waived.

WHEREFORE, the parties request that this Court dismiss the above-captioned action according to the foregoing terms.

Dated this ____ day of May, 2018.

JERRY C. MOSSER and GLORIA J.
MOSSER, Husband and Wife,
Plaintiffs,

By _____
Dean J. Jungers, #12118
101 W. Mission Ave.
Bellevue, NE 68005
(402) 291-8900
djungers@hjglawoffices.com

METROPOLITAN UTILITIES
DISTRICT, Defendant,

By _____
Richard A. Kubat, #22439
A. Justin Cooper, #16814
Metropolitan Utilities District
1723 Harney Street
Omaha, NE 68102-1960
Rick_kubat@mudnebr.com
Justin_cooper@mudnebr.com

GEARHART CONSTRUCTION, LLC,
Defendant/Third Party Plaintiff,

By _____
Thomas J. Culhane, #10859
Matthew B. Reilly, #24186
ERICKSON | SEDERSTROM, P.C.
Regency Westpointe, Suite 100
10330 Regency Parkway Drive
Omaha, NE 68114
(402) 397-2200
culhane@eslaw.com
reilly@eslaw.com

CITY OF BELLEVUE, NEBRASKA,
Third Party Defendant,

By _____
Jeffrey J. Blumel, #19011
Ryan M. Kunhart, #24692
Dvorak Law Group, LLC
13625 California Street, Suite 110
Omaha, NE 68154
jblumel@ddlawgroup.com
rkunhart@ddlawgroup.com

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is made and entered into by and between: GREGORY SHAPLAND and PATRICIA SHAPLAND, individually and collectively ("the Shaplands"); Gearhart Construction, LLC, d/b/a Gearhart Plumbing, and Jacob Gearhart ("Gearhart Defendants"); the City of Bellevue, Nebraska ("the City"); Metropolitan Utilities District ("MUD"); and each of Gearhart Defendants' and the City's respective insurers (the Gearhart Defendants and the City, and their respective insurers, and MUD are all collectively referred to herein as "Defendants"). This Agreement is effective as of the date of the last-dated signature below (the "Effective Date"). When referred to collectively herein, the Shaplands and Defendants shall be known as the "Parties".

RECITALS

WHEREAS, the City contracted with Gearhart Construction, LLC, to repair a sewer line on an emergency basis in February of 2016 near Hancock and Main Streets in Bellevue, Nebraska ("the Project"); and,

WHEREAS, on or about February 29, 2016, an unmarked and unidentified MUD water line was impacted and ruptured by heavy machinery in the course of the excavation ("the Accident"); and,

WHEREAS, water poured out of the charged water line after it was ruptured, which caused water to back up into the basements of several neighboring homes; and,

WHEREAS, the Shaplands allege that as a result of the Accident, the Shaplands sustained damage to their real and personal property, to which the Shaplands assign the following values: \$12,253.27; and,

WHEREAS, the Shaplands claim that the Gearhart Defendants, MUD, and the City were jointly responsible for the Accident, alleging that the Gearhart Defendants were negligent in hitting the MUD water line, that MUD was negligent in failing to mark its water line, and that the City was negligent in failing to oversee and/or control Gearhart Construction, LLC's work; and,

WHEREAS, the Gearhart Defendants have defended the Shaplands' claims, alleging that: (1) Jacob Gearhart is not a proper party defendant; and (2) that the Gearhart Defendants acted in a manner that was reasonable, consistent with industry standards, and in compliance with the statutory requirements that control excavation work; and,

WHEREAS, MUD defended the Shaplands' claims, alleging that it responded to the locate request in an appropriate and reasonable manner and that it was not required to mark the affected water line; and,

WHEREAS, the City has defended the Shaplands' claims, alleging that it was not responsible for the work being carried out at the time of the Accident; and,

WHEREAS, the Gearhart Defendants, City of Bellevue and MUD asserted third-party claims and cross-claims against one another for negligence and indemnity and/or contribution, and the City also made cross-claims against Gearhart Construction, LLC, for breach of contract; and,

WHEREAS, on May 23, 2016, the Shaplands commenced an action in the County Court of Sarpy County, Nebraska, arising out of the Accident, which action was titled, *GREGORY SHAPLAND and PATRICIA SHAPLAND v. GEARHART CONSTRUCTION, LLC, d/b/a GEARHART PLUMBING and JACOB GEARHART, d/b/a GEARHART PLUMBING*, Case No. CI 16-1809; and,

WHEREAS, subsequent to the Shaplands filing suit, the pleadings were amended to include additional claims and the suit was transferred to the District Court of Sarpy County, Nebraska, and as of the time the parties entered into this Agreement, the action was titled as contained in Exhibit "A" hereto, Case No. CI 17-1985 (the County Court action and the District Court action are together referred to hereinafter as "the Litigation"); and,

WHEREAS, the Gearhart Defendants, MUD and the City have all denied the respective claims made against them by the others in the Litigation; and,

WHEREAS, the Parties have agreed to fully and finally settle and compromise any and all actual and potential disputes, lawsuits, actions, and claims arising out of the Accident between (a) the Shaplands and the Gearhart Defendants, (b) the Shaplands and MUD, (c) the Shaplands and the City, (d) the Gearhart Defendants and the City, (e) the Gearhart Defendants and MUD, and (f) MUD and the City, including every claim, action, cause of action, or liability, whether known or unknown, demands, rights, and damages known or unknown, suspected or unsuspected, that were or could have been brought in the Litigation that arose out of, or were in any way related to, the Accident; and,

WHEREAS, the Parties wish to completely settle their differences with regard to the Litigation without resort to further litigation and without admission of any liability, but the Parties agree that this settlement and the terms of this Agreement shall not affect the rights, claims and defenses that the Gearhart Defendants, the City, and MUD have in any other existing or future litigation arising out of the Accident; and,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to be legally bound by the following terms and conditions:

AGREEMENT

1. Recitals. The Parties acknowledge the foregoing "WHEREAS" clauses are true and correct, and they are incorporated herein as material parts to this Agreement.
2. Consideration. In conjunction with the full execution of this Agreement by all Parties, the Parties agree to execute a Joint Motion to Dismiss with Prejudice in the form of Exhibit "B" hereto. As consideration for this Agreement, the Defendants have agreed to jointly pay, and the

Shaplands have agreed to accept, the sum of Ten Thousand Dollars (\$10,000.00) ("the Settlement Sum"). In exchange for the Settlement Sum, the Parties agree that all claims between them in the Litigation will be dismissed in their entirety, with prejudice, and the Parties agree to the additional terms set forth herein.

3. Mutual Releases. In consideration of the promises and obligations in this Agreement, the Shaplands hereby knowingly, voluntarily, irrevocably, and unconditionally fully release and discharge the Gearhart Defendants, MUD, and the City, as well as their respective insurers, officers, directors, employees, agents, related trusts, and attorneys, of and from any and all claims, demands, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of any kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, which the Shaplands now own or hold, may own or hold in the future, or have at any time heretofore owned or held, against any of the Defendants and/or their respective insurers, officers, directors, employees, agents, and attorneys arising out of the Accident. The Gearhart Defendants, MUD, and the City all hereby knowingly, voluntarily, irrevocably, and unconditionally fully release and discharge one another, as well as their respective insurers, officers, directors, employees, agents, related trusts, and attorneys, of and from any and all claims, demands, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of any kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, which any of them now own or hold, may own or hold in the future, or have at any time heretofore owned or held, against one another and/or their respective insurers, officers, directors, employees, agents, and attorneys arising out of the Accident.

4. Confidentiality. The Parties agree that the terms of this settlement and this Agreement are confidential, and that the Parties, their attorneys, and their representatives shall not disclose the terms or amount of this settlement to any third parties, particularly including, but not necessarily limited to, any other individuals who have, may or will claim damages as a result of the Accident. The Parties are permitted only to disclose the existence of the settlement, but the terms of this settlement and this Agreement shall only be disclosed in response to a valid subpoena, court order, a proper public records request pursuant to Chapter 84 of the Nebraska Revised Statutes, to comply with any tax reporting requirements, or as otherwise required by law.

5. Hold Harmless. The Shaplands covenant and agree that any and all subrogation claims and/or any and all other type of liens or interest that is and/or could be claimed by any person and/or entity arising out of the Accident, will be fully paid, satisfied and released by the Shaplands from the settlement proceeds paid herein. Further, the Shaplands agree to indemnify and hold harmless the Defendants, and their respective insurance carriers, attorneys and all others in privity with each of them, from any claim by, through and/or under either or both of the Shaplands for reimbursement of any funds paid by the Defendants relating to the damages and claims arising from the Accident.

6. No Admission of Liability. This Agreement is being entered into solely for the purposes of avoiding further costs and risks of litigation and amicably resolving all matters in controversy, disputes and causes of action among the Parties arising out of the Accident that were or could have been raised in the Litigation. This Agreement shall not be construed as an admission of

liability of any kind by any of the Defendants, and each of the Defendants specifically denies any liability in connection with any and all claims of any kind or type that were or could have been brought in the Litigation.

7. Attorneys' Fees and Costs. Each of the Parties shall bear his/her/its own attorneys' fees and costs in connection with, arising out of, or related to the Litigation.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective insurers, legal representatives, successors and assigns.

9. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the Parties in relation to the Litigation. This Agreement supersedes any and all other prior and contemporaneous understandings, promises and agreements of any kind related to the Litigation. No other representation, understanding, promise or agreement, either oral or written, exists between or among the Parties relating to the Litigation.

10. Invalidity. The Parties agree the provisions of this Agreement are severable and if any provision of this Agreement shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance or the validity or enforceability of this Agreement except as provided herein.

11. Amendment. This Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of all of the Parties.

12. Construction. This Agreement has been drafted jointly by the Parties and their respective attorneys, and the terms, conditions and provisions of this Agreement shall be construed only according to their fair import and shall not be construed for or against any of the Parties hereto. The warranties and representations contained in this Agreement shall survive the execution of this Agreement.

13. Benefit of Counsel. The Parties explicitly acknowledge that they have been represented by their respective attorneys in connection with the preparation of this Agreement, they have reviewed the terms and provisions of this Agreement with their respective attorneys, and they knowingly and voluntarily, without duress, executed this Agreement.

14. No Prior Assignment. Each of the Parties represents that he/she/it has not, before the Effective Date, assigned to any other person or entity any claim or cause of action that was or could have been asserted in the Litigation or any right extinguished by the releases given herein or vacated upon dismissal, with prejudice, of the Litigation.

15. Headings. The headings in this Agreement are for convenience only and do not affect its interpretation.

16. Governing Law. The laws of the State of Nebraska shall govern the validity, construction, interpretation and effect of this Agreement, regardless of any applicable law regarding the conflict of laws or the interpretation of contracts.

17. Authorized Signature. By signing below, each party represents and warrants that he or she is competent and authorized to sign on his or her own behalf, or that the person who is signing on behalf of any particular entity is so authorized to execute this Agreement on that entity's behalf.

18. Counterparts. This Agreement may be executed in multiple counterparts and any signature transmitted by facsimile or .pdf format via electronic mail shall be effective as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Release and Settlement Agreement to be executed as of the Effective Date.

[REMAINDER OF PAGE LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

Dated: _____

GREGORY SHAPLAND

BY: _____

Dated: _____

PATRICIA SHAPLAND

BY: _____

Dated: _____

GEARHART CONSTRUCTION, LLC

BY: _____

Printed Name: _____

Title: _____

Dated: _____

JACOB GEARHART

BY: _____

Dated: _____

METROPOLITAN UTILITIES DISTRICT

BY: _____

Printed Name: _____

Title: _____

Dated: _____

THE CITY OF BELLEVUE, NEBRASKA

Approved as to form:



Matthew J. Kelly

BY: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

**GREGORY SHAPLAND and PATRICIA
SHAPLAND, husband and wife,**

Plaintiffs,

vs.

**GEARHART CONSTRUCTION, LLC, d/b/a
GEARHART PLUMBING and JACOB
GEARHART, d/b/a GEARHART
PLUMBING; CITY OF BELLEVUE and
METROPOLITAN UTILITIES DISTRICT, a
Nebraska Political Subdivision,**

Defendants.

**GEARHART CONSTRUCTION, LLC, a
Nebraska limited liability company,**

Third-Party Plaintiff,

vs

**METROPOLITAN UTILITIES DISTRICT, a
Nebraska Political Subdivision,**

Third-Party Defendant.

**CITY OF BELLEVUE, a Municipal
Corporation of the First Class,**

Cross Claimant,

vs.

**GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING, and JACOB
GEARHART d/b/a GEARHART
PLUMBING and METROPOLITAN
UTILITIES DISTRICT, a Nebraska Political
Subdivision,**

Cross Defendants.

EXHIBIT "B"

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

GREGORY SHAPLAND and PATRICIA
SHAPLAND, Husband and Wife,

Case No. CI 17-1985

Plaintiffs,

v.

JOINT MOTION TO DISMISS

GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING, and JACOB
GEARHART, d/b/a GEARHART PLUMBING,
CITY OF BELLEVUE, and METROPOLITAN
UTILITIES DISTRICT, a Nebraska Political
Subdivision,

Defendants.

GEARHART CONSTRUCTION, LLC, a
Nebraska limited liability company,

Third Party Plaintiff,

v.

METROPOLITAN UTILITIES DISTRICT, a
Nebraska Political Subdivision,

Third Party Defendant.

CITY OF BELLEVUE, a Municipal Corporation
of the First Class,

Cross-Claimant,

v.

GEARHART CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING, and JACOB
GEARHART, d/b/a GEARHART PLUMBING,
and METROPOLITAN UTILITIES DISTRICT,
a Nebraska Political Subdivision,

Cross-Claim Defendants.

EXHIBIT "B"

The parties, by and through their respective undersigned counsel, hereby move this Court for an order dismissing the above-captioned action, including all third party claims, cross-claims and counterclaims asserted therein, with prejudice, and directing that each party be ordered to pay its own attorneys' fees and costs, and that the complete record be waived.

WHEREFORE, the parties request that this Court dismiss the above-captioned action according to the foregoing terms.

Dated this ____ day of May, 2018.

GREGORY SHAPLAND and PATRICIA
SHAPLAND, Husband and Wife,
Plaintiffs,

By _____
Dean J. Jungers, #12118
101 W. Mission Ave.
Bellevue, NE 68005
(402) 291-8900
djungers@hjglawoffices.com

METROPOLITAN UTILITIES
DISTRICT, Defendant,

By _____
Richard A. Kubat, #22439
A. Justin Cooper, #16814
Metropolitan Utilities District
1723 Harney Street
Omaha, NE 68102-1960
Rick_kubat@mudnebr.com
Justin_cooper@mudnebr.com

GEARHART CONSTRUCTION, LLC,
Defendant/Third Party Plaintiff,

By _____
Thomas J. Culhane, #10859
Matthew B. Reilly, #24186
ERICKSON | SEDERSTROM, P.C.
Regency Westpointe, Suite 100
10330 Regency Parkway Drive
Omaha, NE 68114
(402) 397-2200
culhane@eslaw.com
reilly@eslaw.com

CITY OF BELLEVUE, NEBRASKA,
Third Party Defendant,

By _____
Jeffrey J. Blumel, #19011
Ryan M. Kunhart, #24692
Dvorak Law Group, LLC
13625 California Street, Suite 110
Omaha, NE 68154
jblumel@ddlawgroup.com
rkunhart@ddlawgroup.com

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is made and entered into by and between: STATE FARM FIRE & CASUALTY CO., as Subrogee of ERIC W. RITZ, individually and collectively ("State Farm (a/s/o Ritz)"); Gearhart Construction, LLC, d/b/a Gearhart Plumbing ("Gearhart"); the City of Bellevue, Nebraska ("the City"); Metropolitan Utilities District ("MUD"); and each of Gearhart's and the City's respective insurers (Gearhart, the City, along with their respective insurers, and MUD are all collectively referred to herein as "Defendants"). This Agreement is effective as of the date of the last-dated signature below (the "Effective Date"). When referred to collectively herein, State Farm (a/s/o Ritz) and Defendants shall be known as the "Parties".

RECITALS

WHEREAS, the City contracted with Gearhart to repair a sewer line on an emergency basis in February of 2016 near Hancock and Main Streets in Bellevue, Nebraska ("the Project"); and,

WHEREAS, on or about February 29, 2016, an unmarked and unidentified MUD water line was impacted and ruptured by heavy machinery in the course of the excavation ("the Accident"); and,

WHEREAS, water poured out of the charged water line after it was ruptured, which caused water to back up into the basements of several neighboring homes; and,

WHEREAS, State Farm (a/s/o Ritz) alleges that as a result of the Accident, State Farm (a/s/o Ritz) paid insurance proceeds to its insured in the amount of \$11,598.13; and,

WHEREAS, State Farm (a/s/o Ritz) claims that Gearhart and the City were jointly responsible for the Accident, alleging that Gearhart was negligent in hitting the MUD water line and that the City was negligent in failing to oversee and/or control Gearhart's work; and,

WHEREAS, Gearhart has defended State Farm (a/s/o Ritz)'s claims, alleging that Gearhart acted in a manner that was reasonable, consistent with industry standards, and in compliance with the statutory requirements that control excavation work; and,

WHEREAS, Gearhart filed a third party action in response to State Farm (a/s/o Ritz)'s claims, asserting that MUD was responsible for the claimed damages; and,

WHEREAS, MUD defended Gearhart's claims, alleging that it responded to the locate request in an appropriate and reasonable manner and that it was not required to mark the affected water line; and,

WHEREAS, the City has defended State Farm (a/s/o Ritz)'s claims, alleging that it was not responsible for the work being carried out at the time of the Accident; and,

WHEREAS, Gearhart, City of Bellevue and MUD asserted third-party claims and cross-claims against one another for negligence and indemnity and/or contribution, and the City also made cross-claims against Gearhart for breach of contract; and,

WHEREAS, on October 16, 2017, State Farm (a/s/o Ritz) commenced an action in the District Court of Sarpy County, Nebraska, arising out of the Accident, which action was titled, *STATE FARM FIRE & CASUALTY CO., as Subrogee of ERIC W. RITZ v. THE CITY OF BELLEVUE, NEBRASKA and GEARHART CONSTRUCTION, LLC, d/b/a GEARHART PLUMBING*, Case No. CI 17-1760 ("the Litigation"); and,

WHEREAS, Gearhart, MUD and the City have all denied the respective claims made against them by the others in the Litigation; and,

WHEREAS, the Parties have agreed to fully and finally settle and compromise any and all actual and potential disputes, lawsuits, actions, and claims arising out of the Accident between (a) State Farm (a/s/o Ritz) and Gearhart, (b) State Farm (a/s/o Ritz) and MUD, (c) State Farm (a/s/o Ritz) and the City, (d) Gearhart and the City, (e) Gearhart and MUD, and (f) MUD and the City, including every claim, action, cause of action, or liability, whether known or unknown, demands, rights, and damages known or unknown, suspected or unsuspected, that were or could have been brought in the Litigation that arose out of, or were in any way related to, the Accident; and,

WHEREAS, the Parties wish to completely settle their differences with regard to the Litigation without resort to further litigation and without admission of any liability, but the Parties agree that this settlement and the terms of this Agreement shall not affect the rights, claims and defenses that Gearhart, the City, and MUD have in any other existing or future litigation arising out of the Accident; and,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to be legally bound by the following terms and conditions:

AGREEMENT

1. Recitals. The Parties acknowledge the foregoing "WHEREAS" clauses are true and correct, and they are incorporated herein as material parts to this Agreement.
2. Consideration. In conjunction with the full execution of this Agreement by all Parties, the Parties agree to execute a Joint Motion to Dismiss with Prejudice in the form of Exhibit "A" hereto. As consideration for this Agreement, the Defendants have agreed to jointly pay, and State Farm (a/s/o Ritz) has agreed to accept, the sum of Eight Thousand Six Hundred Dollars (\$8,600.00) ("the Settlement Sum"). In exchange for the Settlement Sum, the Parties agree that all claims between them in the Litigation will be dismissed in their entirety, with prejudice, and the Parties agree to the additional terms set forth herein.
3. Mutual Releases. In consideration of the promises and obligations in this Agreement, State Farm (a/s/o Ritz) hereby knowingly, voluntarily, irrevocably, and unconditionally fully

releases and discharges Gearhart, MUD, and the City, as well as their respective insurers, officers, directors, employees, agents, related trusts, and attorneys, of and from any and all claims, demands, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of any kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, which State Farm (a/s/o Ritz) now owns or holds, may own or hold in the future, or has at any time heretofore owned or held, against any of the Defendants and/or their respective insurers, officers, directors, employees, agents, and attorneys arising out of the Accident. Gearhart, MUD, and the City all hereby knowingly, voluntarily, irrevocably, and unconditionally fully release and discharge one another, as well as their respective insurers, officers, directors, employees, agents, related trusts, and attorneys, of and from any and all claims, demands, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of any kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, which any of them now own or hold, may own or hold in the future, or have at any time heretofore owned or held, against one another and/or their respective insurers, officers, directors, employees, agents, and attorneys arising out of the Accident.

4. Confidentiality. The Parties agree that the terms of this settlement and this Agreement are confidential, and that the Parties, their attorneys, and their representatives shall not disclose the terms or amount of this settlement to any third parties, particularly including, but not necessarily limited to, any other individuals who have, may or will claim damages as a result of the Accident. The Parties are permitted only to disclose the existence of the settlement, but the terms of this settlement and this Agreement shall only be disclosed in response to a valid subpoena, court order, a proper public records request pursuant to Chapter 84 of the Nebraska Revised Statutes, to comply with any tax reporting requirements, or as otherwise required by law.

5. No Admission of Liability. This Agreement is being entered into solely for the purposes of avoiding further costs and risks of litigation and amicably resolving all matters in controversy, disputes and causes of action among the Parties arising out of the Accident that were or could have been raised in the Litigation. This Agreement shall not be construed as an admission of liability of any kind by any of the Defendants, and each of the Defendants specifically denies any liability in connection with any and all claims of any kind or type that were or could have been brought in the Litigation.

6. Attorneys' Fees and Costs. Each of the Parties shall bear his/her/its own attorneys' fees and costs in connection with, arising out of, or related to the Litigation.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective insurers, legal representatives, successors and assigns.

8. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the Parties in relation to the Litigation. This Agreement supersedes any and all other prior and contemporaneous understandings, promises and agreements of any kind related to the Litigation. No other representation, understanding, promise or agreement, either oral or written, exists between or among the Parties relating to the Litigation.

9. Invalidity. The Parties agree the provisions of this Agreement are severable and if any provision of this Agreement shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance or the validity or enforceability of this Agreement except as provided herein.
10. Amendment. This Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of all of the Parties.
11. Construction. This Agreement has been drafted jointly by the Parties and their respective attorneys, and the terms, conditions and provisions of this Agreement shall be construed only according to their fair import and shall not be construed for or against any of the Parties hereto. The warranties and representations contained in this Agreement shall survive the execution of this Agreement.
12. Benefit of Counsel. The Parties explicitly acknowledge that they have been represented by their respective attorneys in connection with the preparation of this Agreement, they have reviewed the terms and provisions of this Agreement with their respective attorneys, and they knowingly and voluntarily, without duress, executed this Agreement.
13. No Prior Assignment. Each of the Parties represents that he/she/it has not, before the Effective Date, assigned to any other person or entity any claim or cause of action that was or could have been asserted in the Litigation or any right extinguished by the releases given herein or vacated upon dismissal, with prejudice, of the Litigation.
14. Headings. The headings in this Agreement are for convenience only and do not affect its interpretation.
15. Governing Law. The laws of the State of Nebraska shall govern the validity, construction, interpretation and effect of this Agreement, regardless of any applicable law regarding the conflict of laws or the interpretation of contracts.
16. Authorized Signature. By signing below, each party represents and warrants that he or she is competent and authorized to sign on his or her own behalf, or that the person who is signing on behalf of any particular entity is so authorized to execute this Agreement on that entity's behalf.
17. Counterparts. This Agreement may be executed in multiple counterparts and any signature transmitted by facsimile or .pdf format via electronic mail shall be effective as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Release and Settlement Agreement to be executed as of the Effective Date.

Dated: _____

STATE FARM FIRE & CASUALTY CO., as
Subrogee of ERIC W. RITZ

BY: _____

Printed Name: _____

Title: _____

Dated: _____

GEARHART CONSTRUCTION, LLC

BY: _____

Printed Name: _____

Title: _____

Dated: _____

METROPOLITAN UTILITIES DISTRICT

BY: _____

Printed Name: _____

Title: _____

Dated: _____

THE CITY OF BELLEVUE, NEBRASKA

Approved as to form:

A handwritten signature in black ink, appearing to read "Timothy A. Kelly", is written over a horizontal line.

BY: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

STATE FARM FIRE & CASUALTY CO.,
as Subrogee of Eric W. Ritz,

Case No. CI 17-1760

Plaintiffs,

v.

JOINT MOTION TO DISMISS

CITY OF BELLEVUE, NEBRASKA, a
Political Subdivision of the State of
Nebraska, and GEARHART
CONSTRUCTION, LLC,
d/b/a GEARHART PLUMBING,

Defendants,

GEARHART CONSTRUCTION, LLC, a
Nebraska limited liability company,

Third Party Plaintiff,

v.

METROPOLITAN UTILITIES DISTRICT,
a Nebraska Political Subdivision,

Third Party Defendant.

The parties, by and through their respective undersigned counsel, hereby move this Court for an order dismissing the above-captioned action, including all third party claims, cross-claims and counterclaims asserted therein, with prejudice, and directing that each party be ordered to pay its own attorneys' fees and costs, and that the complete record be waived.

WHEREFORE, the parties request that this Court dismiss the above-captioned action according to the foregoing terms.

Dated this ____ day of May, 2018.

STATE FARM FIRE & CASUALTY
CO., as Subrogee of Eric W. Ritz,
Plaintiff,

By _____
Joel M. Carney, #21922
William J. Hale, #26179
GOOSMANN LAW FIRM, PLC
17838 Burke Street, Suite 250
Omaha, NE 68118
(402) 502-8314
carneyj@goosmannlaw.com
halew@goosmannlaw.com

METROPOLITAN UTILITIES
DISTRICT, Defendant,

By _____
Richard A. Kubat, #22439
A. Justin Cooper, #16814
Metropolitan Utilities District
1723 Harney Street
Omaha, NE 68102-1960
Rick_kubat@mudnebr.com
Justin_cooper@mudnebr.com

GEARHART CONSTRUCTION, LLC,
Defendant/Third Party Plaintiff,

By _____
Thomas J. Culhane, #10859
Matthew B. Reilly, #24186
ERICKSON | SEDERSTROM, P.C.
Regency Westpointe, Suite 100
10330 Regency Parkway Drive
Omaha, NE 68114
(402) 397-2200
culhane@eslaw.com
reilly@eslaw.com

CITY OF BELLEVUE, NEBRASKA,
Third Party Defendant,

By _____
Jeffrey J. Blumel, #19011
Ryan M. Kunhart, #24692
Dvorak Law Group, LLC
13625 California Street, Suite 110
Omaha, NE 68154
jblumel@ddlawgroup.com
rkunhart@ddlawgroup.com

*56.5
5.14.18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	5/14/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Release of Easement

SYNOPSIS:

Request to release the westerly 25 feet in width of the drainage easement as shown on the final plat recorded as Instrument No. 2017-31288 of the Sarpy County Records lying within Lots 1 and 2 Wolf Creek Replat 7, Sarpy County, Nebraska, more particularly described in Exhibit "A".

FISCAL IMPACT:

\$0

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

\$0

RECOMMENDATION:

Approve the request to release westerly 25 feet in width of the drainage easement as shown on the final plat recorded as Instrument No. 2017-31288 of the Sarpy County Records lying within Lots 1 and 2 Wolf Creek Replat 7, Sarpy County, Nebraska, more particularly described in Exhibit "A".

BACKGROUND:

The requested easement release that is described in Exhibit "A" is no longer necessary or required. The Public Works Department has no objections to releasing the Release Area from the Easement.

ATTACHMENTS:

1	Release of Easement
2	
3	

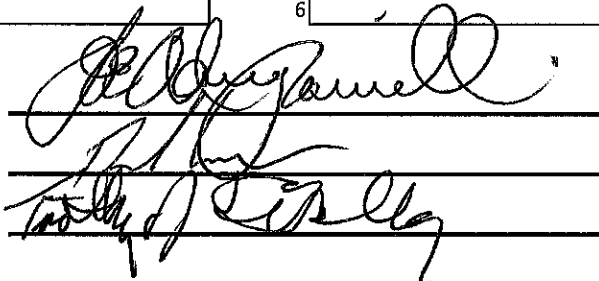
4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



Release of Easement

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

The Westerly 25.00 feet in width of the Drainage Easement as shown on the final plat on Wolf Creek Replat 7, recorded as Instrument No. 2017-31288 of the Sarpy County Records.

The Easement impacts the real estate now known as Lots 1 and 2, Wolf Creek Replat 7.

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

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

ATTEST

CITY OF BELLEVUE, NEBRASKA
a Nebraska political subdivision

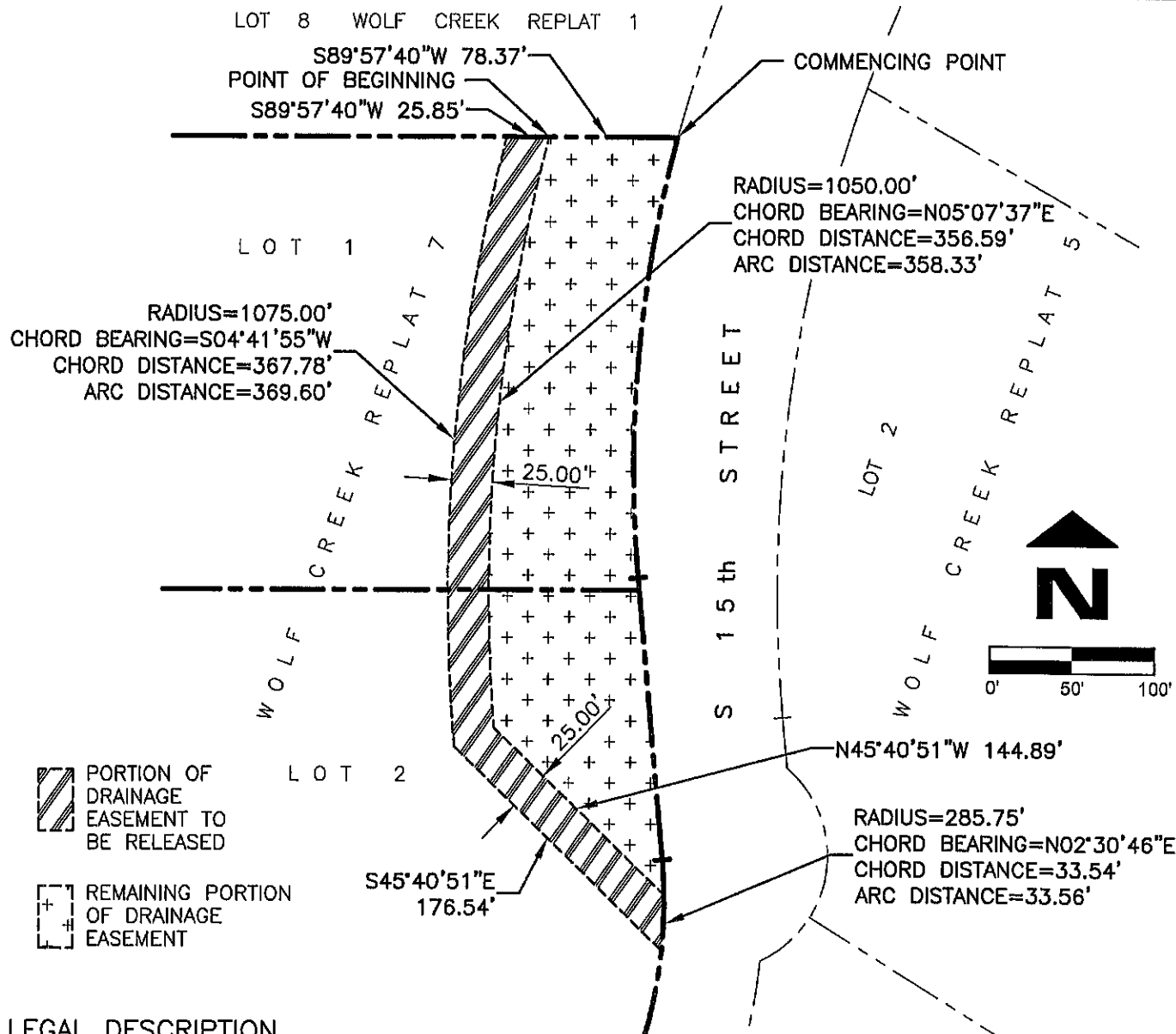
By: _____
Sabrina Ohnmacht, City Clerk

By: _____
Rita Sanders, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

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

Notary Public



LEGAL DESCRIPTION

THE WEST 25.00 FEET IN WIDTH OF THE "DRAINAGE EASEMENT" LYING WITHIN LOTS 1 AND 2, WOLF CREEK REPLAT 7, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, RECORDED AS INSTRUMENT NO. 2017-31288 OF THE SARPY COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF SAID LOT 1; THENCE S89°57'40"W (ASSUMED BEARING) 78.37 FEET ON THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE CONTINUING S89°57'40"W 25.85 FEET ON THE NORTH LINE OF SAID LOT 1 TO THE WEST LINE OF SAID "DRAINAGE EASEMENT"; THENCE SOUTHWESTERLY ON THE WEST LINE OF SAID DRAINAGE EASEMENT ON A 1075.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S04°41'55"W, CHORD DISTANCE 367.78 FEET, AN ARC DISTANCE OF 369.60 FEET; THENCE S45°40'51"E 176.54 FEET ON THE WEST LINE OF SAID EASEMENT TO THE EAST LINE OF SAID LOT 2; THENCE NORTHEASTERLY ON THE EAST LINE OF SAID LOT 2 ON A 285.75 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N02°30'46"E, CHORD DISTANCE 33.54 FEET, AN ARC DISTANCE OF 33.56 FEET TO THE EAST LINE OF THE WEST 25.00 FEET OF SAID DRAINAGE EASEMENT; THENCE N45°40'51"W 144.89 FEET ON THE EAST LINE OF THE WEST 25.00 FEET OF SAID DRAINAGE EASEMENT; THENCE NORTHEASTERLY ON THE EAST LINE OF THE WEST 25.00 FOOT OF SAID DRAINAGE EASEMENT ON A 1050.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N05°07'37"E, CHORD DISTANCE 356.59 FEET, AN ARC DISTANCE OF 358.33 FEET TO THE POINT OF BEGINNING.

*56.6
5.14.18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	5/14/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Jeff Roberts, Public Works Director Brian Madison, Parks Superintendent		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

2018 Campground Host Agreement

SYNOPSIS:

Approve the 2018 Campground Host Agreement with Denise McAlexander and authorize the Mayor to sign the Agreement

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

Approve the 2018 Campground Host Agreement with Denise McAlexander and authorize the Mayor to sign the Agreement.

BACKGROUND:

The agreement outlines the duties and compensation of the volunteer Campground Host. The campground host will be responsible for checking in all campers, cleaning the restrooms, removal of trash, rubbish and debris, and on -site supervision of the campground. This is the fifth season with a campground host.

ATTACHMENTS:

1 Campground Host Agreement
2
3

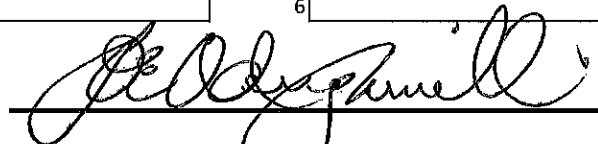
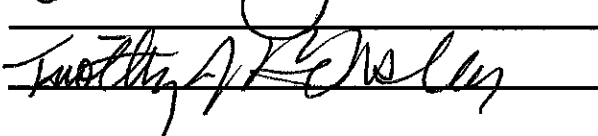
4
5
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

CAMPGROUND HOST AGREEMENT

This CAMPGROUND HOST AGREEMENT is made and entered into this ____ day of May 2018 by and between the City of Bellevue, Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Denise McAlexander ("Host") on the terms outlined below:

TERM: This Agreement shall commence on May 14, 2018, and continue through September 15, 2018.

PURPOSE AND SERVICES: Host agree to serve as Campground Host at Haworth Park Campgrounds for City, and will be responsible for the following services:

- Checking-in all campers
- Cleaning the restrooms and removal of trash, rubbish and debris
- On-site supervision of Campground

HOST COMPENSATION: In consideration of the services to be performed, Host acknowledges that they will not receive any monetary compensation from City, but Host will be entitled to use of the Campground for no fee charged during the above-stated Term.

INDEMNIFICATION: Host shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Host performance under this Agreement; (ii) any breach or default in or any violation or nonperformance of any term, provision, condition or duty ("Default") in this Agreement to be kept, observed, satisfied or performed by Host; (iii) any alleged act, error, omission or negligence of Host, its agents, or any other person acting on behalf of Host; or (iv) any material misrepresentation by Host. City agrees to indemnify Host and hold Host harmless on account of any loss or damage occurring out of this Agreement, provided Host are not at fault, including attorney fees reasonably incurred by Host.

TERMINATION FOR DEFAULT: In addition to any other remedies at law or in equity, City may terminate this Agreement whenever Hosts (i) repeatedly refuse to materially

comply with any reasonable requirement of City; (ii) or fail or refuse to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Agreement or otherwise, correct such Default in which event Hosts shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Hosts.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Agreement.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

CAMPGROUND HOST:

Denise McAlexander

Proclamation

62
5.14.18

Whereas, public works services provided in our community are an integral part of our citizens' everyday lives; and

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

Whereas, the health, safety and comfort of this community greatly depends on these facilities and services; and

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

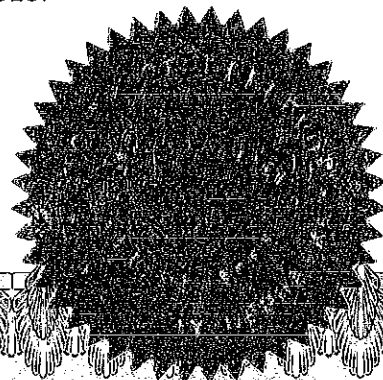
Now, therefore, I, Rita Sanders
Mayor of the City of Bellevue
do hereby proclaim the week of May 20 – May 26, 2018
as

"National Public Works Week"

in the City of Bellevue and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Given under my hand and Seal of the City of Bellevue,
Nebraska, this 14th day of May, 2018.

Mayor Rita Sanders



7a
5.14.18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	05/14/2018	AGENDA ITEM TYPE:
		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 The Crook Inc., dba "Pharaoh's Bar and Grill," for a Class "I" liquor license to sell beer, wine, and distilled spirits, on sale only, at 910 Fort Crook Road S, in Bellevue and for Mrs. Nicol Peterson as Manager.

SYNOPSIS:

This is location currently has a Class I license under CTMARCO Inc.

FISCAL IMPACT:

Yearly licensing fees of \$765

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

n/a

RECOMMENDATION:

See attached Police and Planning reports.

BACKGROUND:

See attached reports and application.

ATTACHMENTS:

- 1 Clerk's Report
- 2 Police Report
- 3 Planning Report

- 4 Application
- 5
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL: 

FINANCE APPROVAL: n/a

LEGAL APPROVAL: n/a

LIQUOR LICENSE APPLICATION REPORT

City Clerk

APPLICANT: The Crook Inc., dba "Pharaoh's Bar and Grill"

LOCATION/ADDRESS: 910 Fort Crook Road S, Bellevue 68005

REQUESTED ACTION: Recommendation for Approval of a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 910 Fort Crook Road S in Bellevue, **AND** for Nicol Peterson as manager. Location previously had a Class "I" license under CT Marco., dba "Pharaoh's."

DATE APPLICATION RECEIVED: 4/16/18

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 5/31/18

DATE ADVERTISED (not less than 7 nor more than 14 days): 5/2/18

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only): 1

Class B (Beer off sale only): 1

Class C (Alcoholic liquor, on and off sale): 23

Class D (Alcoholic liquor, off sale only): 24

Class I (Alcoholic liquor on sale only): 30

(including the current Pharaohs and pending First Watch licenses)

Class K (Catering License with Class B, C or D license): 4

Class X (Wholesale Liquor) 1

TOTAL 84

APPLICATION FOR LIQUOR LICENSE

POLICE REPORT

DATE OF COUNCIL MEETING: 05-14-2018 Date Due to City Clerk: by noon 05-09-2018

APPLICANT: The Crook, Inc. dba "Pharaoh's Bar and Grill"

LOCATION/ADDRESS: 910 Fort Crook Road S, Bellevue 68005

REQUESTED ACTION: Recommendation for Approval of a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 910 Fort Crook Road S in Bellevue.

Location previously has a current Class "I" license under CTMARCO Inc., dba "Pharaoh's"

INDIVIDUALS TO BE CHECKED:

Name & Address

D.O.B.

S.S.N.

Nicol Peterson

7405 South 18th Street, Bellevue 68147

Driver's License Number:

Spouse:

Daris W. Peterson

Same address

Driver's License Number:

COMMENTS:

Approved

Sgt. Pat [Signature]

5-8-18

**LIQUOR LICENSE APPLICATION REPORT
CITY OF BELLEVUE
PLANNING DEPARTMENT**

DATE OF CITY COUNCIL PUBLIC HEARING: May 14, 2018

DATE REPORT DUE TO CITY CLERK: May 9, 2018, by noon

APPLICANT: The Crook Inc. dba "Pharaoh's Bar and Grill"

ADDRESS: 910 Fort Crook Road S, Bellevue 68005

REQUESTED ACTION: Recommendation for Approval of a Class "I Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 910 Fort Crook Road S in Bellevue.

BACKGROUND: Location previously had a Class "I" license under CTMARCO Inc, dba "Pharaoh's."

IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE? Yes

IS THIS LOCATION WITHIN THE CITY'S TWO-MILE ZONING JURISDICTION? Yes

EXISTING ZONING: BGH (Heavy General Business)

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Commercial – Restaurant/Bar

IS THE CURRENT USE NON-CONFORMING? No **EXPLANATION:** n/a

ADJACENT LAND USE AND ZONING:

NORTH: Commercial, BGH

SOUTH: Commercial, BGH

EAST: Fort Crook Road right-of-way

WEST: Single Family Residential, RG-50

DISTANCE FROM SCHOOL (if applicable): n/a

DISTANCE FROM COLLEGE (if applicable): n/a

DISTANCE FROM CHURCH (if applicable): n/a

IMMEDIATE NEIGHBORHOOD/AREA LAND USES: This property is part of a commercial corridor along Fort Crook Road. The adjacent property to the west contains single

family residences.

NUMBER OF PARKING SPACES REQUIRED: n/a PROVIDED: n/a

ANALYSIS OF NEIGHBORHOOD EFFECTS: _____

TRAFFIC: There is no traffic impact expected.

STREET/ACCESS: There is no street/access impact expected.

PEDESTRIAN: There is no pedestrian impact expected.

NOISE: There is a residential neighborhood to the west of this property; however this establishment has operated for years in its current location.

LIGHTING: There is no lighting impact expected.

GENERAL COMMENTS: This is a commercial area which would accommodate on sale liquor sales.

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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/

RECEIVED

APR 04 2018

**NEBRASKA LIQUOR
CONTROL COMMISSION**

RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

- ☐ A BEER, ON SALE ONLY
☐ B BEER, OFF SALE ONLY
☐ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
☐ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
☒ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
☐ AB BEER, ON AND OFF SALE
☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

☐ Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- ☐ Individual License (requires insert 1 FORM 104)
☐ Partnership License (requires insert 2 FORM 105)
☒ Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
☐ Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

Name _____ Phone number: _____

Firm Name _____

Trade Name (doing business as) Pharaohs Bar and Grill

Street Address #1 910 Fort Crook Road South

Street Address #2 _____

City Bellevue

County Sarpy

Zip Code 68005

Premises Telephone number 402-991-9000

Business e-mail address darispeterson@gmail.com

Is this location inside the city/village corporate limits:

YES

x

NO

Mailing address (where you want to receive mail from the Commission)

Name The Crook Inc.

Street Address #1 908 Fort Crook Road South

Street Address #2 _____

City Bellevue

State nebraska

Zip Code 68005

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and **number of floors** of the building.

****For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Building: length 79 x width 49 in feet

Is there a basement? Yes _____ No x

Is there an outdoor area? Yes x No _____

If yes, length 31 x width 25 in feet

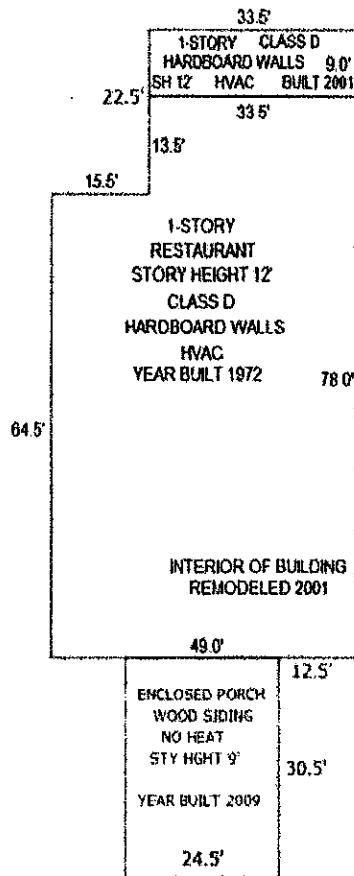
If yes, length 35.5 x width 24.5x in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

See Attached

EXHIBIT A

LOT 3F TWIN RIDGE II, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.



CONCRETE PAVING = 1,774SF
ASPHALT PAVING = 27,975SF



1 STORY
UTILITY BLDG
WOOD SIDING
STY HIGHT 8'
10' X 12'
YEAR BUILT 2009

Sketch by Apeo Sketch

STATE OF NEBRASKA
LIQUOR CONTROL COMMISSION

LICENSE NUMBER
122370

RETAIL

CLASS I ALCOHOLIC LIQUOR ON SALE
(INSIDE CORPORATE LIMITS)

OWNERSHIP C I - INDIVIDUAL
P - PARTNERSHIP
C - CORPORATION

***** BOND INFORMATION *****

BOND COMPANY
BOND NUMBER
BOND AMOUNT

START DATE CANCEL DATE

FED BASIC PERMIT #

***** RESTRICTIONS *****

***** PREMISES INFORMATION *****

TRADE NAME 1 PHARAOH'S BAR AND GRILL

LICENSE NO.

TRADE NAME 2

ADDRESS-1 910 FORT CROOK RD S ADDRESS-2

CITY BELLEVUE

COUNTY 59 SARPY

ZIP 68005

PHONE 402 991 9000

FAX

MAIL TO:

NAME PHARAOH'S BAR AND GRILL

ADDRESS-1 910 FORT CROOK RD S ADDRESS-

CITY BELLEVUE

STATE-NE ZIP 68005

***** LICENSE DESCRIPTION *****

ENTIRE L-SHAPED ONE STORY BLDG APPROX 87' X 49' INCLUDING
SIDEWALK CAFE APPROX 31' X 25'

***** GENERAL INFORMATION *****

CORP. LIMITS (Y OR N)	OWN PREMISES (Y OR N)	LEASE EXP. DATE	REPLACING LIC. NO.	TOP EXP. DATE	SUSPENDED START DAYS	LICENSE EXP DATE
Y	N	03082023	070733	05032018		04302019

EMAIL: SANCHEZMICHELLEDEB@GMAIL.COM

ACTION DATE DOCUMENT NO. ROLL PAGE ACTION CODE

DEPRESS: ENTER - PROCESS PF11 - INQ NOTES PF12 - HISTORY PA1 - RETURN TO MENU

Porter, Michelle

From: daris peterson <darispeterson@gmail.com>
Sent: Wednesday, April 11, 2018 6:41 PM
To: Porter, Michelle
Subject: Re: Application for Class I License for Pharaohs Bar and Grill
Attachments: img016.pdf; Asset Listing.xlsx; img017.pdf

Hi Michelle

1. The description is the same as the current licence
 2. form 100 question 5 - I should have marked this as NO - They did not loan me money to buy the business, it is an amount owed to the owners of the building for the purchase of the business as noted in the purchase agreement.
 3. Form 100 question 7 should have been marked as YES as Nebraska technical has pool tables and arcade games in the location
 4. The landlord did a new lease with me today under The Crook Inc - I have attached the new lease
 5. Drivers licence - Daris Peterson - H12055155 Nicol Peterson - H12318901
 - 6 I attached a list of all assets
- please let me know if there is anything else you need

Daris

On Wed, Apr 11, 2018 at 1:46 PM, Porter, Michelle <michelle.porter@nebraska.gov> wrote:

I have been assigned the application for a Class I liquor license for Pharaohs Bar and Grill. After review of the information submitted, I will need the following in order to process this application. You can fax or email the information below to my attention. If this would take longer than five days to complete, I will need to return the application. If you have questions, please feel free to contact me at the number listed below.

- On Application for Corporate Manager, signature is missing on Page 2. Driver's license
- Is the correct description the same as the current license "Entire L-shaped one story bldg. approx. 87' x 49' including sidewalk café approx. 31' x 25'?"
- Application for License, Form #100 Question #5, can you explain the relationship in regards to this application?
- Application for License, Form #100 Question #7 was answered "no" although a listing was provided?
- Original lease does not appear to be assignable. Landlord did not sign or acknowledge the assignment of lease.
- A listing of furniture and fixtures that will be transferring with this business was not included with this Application.

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☒ YES ☐ NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Daris Peterson	unsure	Omaha NE	a few traffic violations	fine paid
Nicol Peterson	unsure	Omaha, NE	a few traffic violations	fine paid

2. Are you buying the business of a current retail liquor license?

☒ YES ☐ NO

If yes, give name of business and liquor license number 122370

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

☒ YES ☐ NO

If yes, give name and license number 122370

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

☒ YES ☐ NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

☒ YES ☐ NO

If yes, list the lender(s) John and Son Studney

*Should have answered "No"
See email
4-11-18 w/ diagram*

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

☐ YES ☒ NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

☒ YES ☒ NO

If yes, list such item(s) and the owner.

*per email 4-11-18
1. Attached*

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

☐ YES ☒ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 - church or FORM 135 - campus

9. Is anyone listed on this application a law enforcement officer?

☐ YES ☒ NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

US Bank Southroads Branch Bellevue, NE Daris Peterson and Nicol Peterson

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

Shooters Pool and Sports Bar, Bellevue NE #103317 and Chandler Bar, Bellevue, NE #110687

7

Equipment owned by others

2 Pool tables

Dart Boards

Arcade Games

All owned by NTS

Nebraska Technical School
Omaha NE, ~~NE~~

Purchasing:

All Tables, chairs, Coolers, Kitchen
Equipment

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Daris Peterson	06/17/2016	certified alcohol server id #1600027734

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Daris Peterson President	continuous	The Crook inc. 908 Fort Crook Road Bellevue, NE
Nicol Peterson	Continuous	The Crook inc. 908 Fort Crook Road, Bellevue, NE

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

x Lease: expiration date March 8th, 2023

Deed

Purchase Agreement

14. When do you intend to open for business? Business is currently open

15. What will be the main nature of business? Bar and Grill

16. What are the anticipated hours of operation? 11am to 2am 7 days a week

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Daris Peterson, Bellevue, NE	2013	present	Nicol Peterson, Bellevue, NE	2016	present
Daris Peterson, Omaha, NE	1999	2013	Nicol Peterson, Omaha, NE	1976	2012

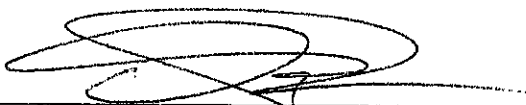
If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures



Signature of Applicant

Dennis Peterson

Print Name

Signature of Applicant

Print Name



Signature of Spouse

Nicol Peterson

Print Name

Signature of Spouse

Print Name

ACKNOWLEDGEMENT

State of Nebraska

County of Harney

The foregoing instrument was acknowledged before me this

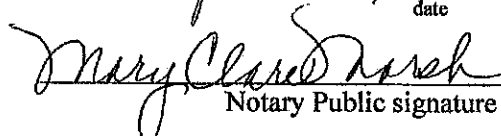
April 3rd, 2018

date

by

Dennis Peterson + Nicol Peterson

name of person(s) acknowledged (individual(s) signing)



Notary Public signature

State of Nebraska - General Notary
MARY CLARE MARSH
My Commission Expires
May 26, 2021

APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a

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

Office Use

RECEIVED

APR 04 2018

NEBRASKA LIQUOR
CONTROL COMMISSION

Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License Form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation

Name of Registered Agent: Daris Peterson

#10176030

Name of Corporation that will hold license as listed on the Articles

The Crook Inc.

Corporation Address: 908 Fort Crook Road South

City: Bellevue

State: NE

Zip Code: 68005

Corporation Phone Number: 402-960-1911

Fax Number

Total Number of Corporation Shares Issued: 10,000

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: Peterson

First Name: Daris

MI: W

Home Address: 7405 S. 18th Street

City: Bellevue

State: Nebraska

Zip Code: 68147

Home Phone Number: 402-960-1911

Signature of President/CEO

Daris Peterson

ACKNOWLEDGEMENT

State of Nebraska

County of Sarpy

Date

The foregoing instrument was acknowledged before me this

by

Daris Peterson

name of person acknowledge

Affix Seal

State of Nebraska - General Notary
MARY CLARE MARSH
My Commission Expires
May 26, 2021

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: **Peterson** First Name: **Daris** MI: **W** *Printed*

Social Security Number: _____ Date of Birth: _____

Title: **President** Number of Shares **100%**

Spouse Full Name (indicate N/A if single): **Nicol P. Peterson** *Printed*

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: **Peterson** First Name: **Nicol** MI: **P**

Social Security Number: _____ Date of Birth: _____

Title: **Treasurer** Number of Shares **0**

Spouse Full Name (indicate N/A if single): **Daris Peterson**

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying corporation controlled by another corporation/company?

☐ YES

☒ NO

If yes, complete controlling corporation insert form 185

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: January 1st

Ending Date: December 31st

Is this a Non-Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #

Nebraska Secretary of State

THE CROOK, INC.

Wed Apr 11 12:18:54 2018

SOS Account Number

10176030

Status

Active

Principal Office Address

908 FORT CROOK ROAD SOUTH
BELLEVUE, NE 68005

Registered Agent and Office Address

DARIS PETERSON
7405 SOUTH 18TH STREET
BELLEVUE, NE 68147

Nature of Business

TAVERN

Entity Type

Domestic Corp

Qualifying State: NE

Date Filed

Apr 29 2013

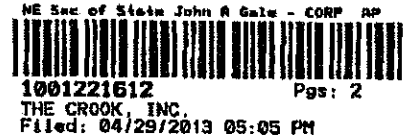
Corporation Position	Name	Address
President	DARIS PETERSON	7405 SOUTH 18TH STREET BELLEVUE, NE 68147
Treasurer	NICOL P PETERSON	7405 SOUTH 18TH STREET BELLEVUE, NE 68147
Director	NICOL P PETERSON	7405 SOUTH 18TH STREET BELLEVUE, NE 68147
Director	DARIS W PETERSON	7405 SOUTH 18TH STREET BELLEVUE, NE 68147

Filed Documents

Filed documents for THE CROOK, INC. may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Code	Document	Date Filed	Price
------	----------	------------	-------

**ARTICLES OF INCORPORATION
OF
THE CROOK, INC.**



The undersigned, acting as the incorporator of a corporation under the Nebraska Business Corporation Act, adopts the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the corporation is: **THE CROOK, INC.**

ARTICLE II

The authorized capital stock of the corporation is 10,000 and the aggregate number of shares which this corporation has authority to issue is 10,000 shares. Par value of the shares is \$1.00 each. There is one class of stock, all of which is common stock.

ARTICLE III

No shareholder of the corporation has any preemptive right to purchase, subscribe for or otherwise acquire shares or other securities of the corporation at any time.

ARTICLE V

The name and address of the corporation's initial registered agent is:

Daris W. Peterson
3438 South 88th Street
Omaha, Nebraska 68124-3007

ARTICLE VI

The name and address of the incorporator is as follows:

Daris W. Peterson
3438 South 88th Street
Omaha, Nebraska 68124-3007

ARTICLE VII

A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for any action taken, or any failure to take action as a director except for liability (i) for the amount of a financial benefit received by a director to which he or she is not entitled; (ii) for intentional infliction of harm on the corporation or its shareholders; (iii) for a violation of Neb. Rev. Stat. § 21-2096; and (iv) for an intentional violation of criminal law.

ARTICLE VIII

To the extent permitted by law, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit proceeding, whether civil, criminal, administrative or investigative, including any action or suit by or in the right of the corporation to procure a judgment in its favor, by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, against expenses, including attorney fees, and, except for actions by or in the right of the corporation, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation.

To the extent permitted by law, the corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation against any liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability.

The indemnity provided for by this Article shall not be deemed to be exclusive of any other rights to which those indemnified may be otherwise entitled, nor shall the provisions of this Article be deemed to prohibit the corporation from extending its indemnification to cover other persons or activities to the extent permitted by law or pursuant to any provisions in the Bylaws.

DATED: April 15, 2013.



Daris W. Peterson, Incorporator

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

APR 11 2018

**NEBRASKA LIQUOR
CONTROL COMMISSION**

MUST BE:

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Name of Corporation/LLC: _____

The Crook Inc.

Liquor License Number: _____

Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: **Pharaohs Bar and Grill**

Premise Street Address: **910 Fort Crook Road South**

City: **Bellevue** County: **Sarpy** Zip Code: **68005**

Premise Phone Number: **402-991-9000**

Premise Email address: **darispeterson@gmail.com**

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.


SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Peterson First Name: Nicol MI: P

Home Address: 7405 S. 18th street

City: Bellevue County: Sarpy Zip Code: 68147

Home Phone Number: 402-208-1140

* Driver's License Number & State: NE per attached

Social Security Number: -

Date Of Birth: - Place Of Birth: Omaha, NE

Email address: stanzel310@gmail.com

☒ YES

☐ NO

Spouses Last Name: Peterson First Name: Daris MI: W

Social Security Number: -

* Driver's License Number & State: NE per attached

Date Of Birth: - Place Of Birth: Sioux Falls, SD

APPLICANT'S RESIDENCE HISTORY FOR THE PAST FIFTY YEARS
PLEASE PRINT

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Bellevue, NE	2016	present	Bellevue, NE	2013	present
Omaha, NE	1976	2016	Omaha, NE	1999	2013

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2012	present	the crook inc.	Daris Peterson	402-960-1911
2005	2012	KD Funtimes Inc.	Daris Peterson	402-960-1911

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Nicol Peterson	unsure	Omaha,NE	Traffic violation	paid fine
Daris Peterson	unsure	Omaha,NE	Traffic violations	paid fine

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

☒ YES ☐ NO

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

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

☒ YES ☐ NO

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

*NLCC Training Certificate Issued: _____

~~Not training~~ See attached
Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Nicol Peterson assistant manager/officer	2012	The Crook Inc. Bellevue, NE

5. Have you enclosed form 147 regarding fingerprints?

☒ YES

☐ NO

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

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

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

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

Nicol Peterson

Signature of Manager Applicant

[Signature]

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of *Surgey*

The foregoing instrument was acknowledged before me this

4/3/18

date

by

Nicol Peterson Daris Peterson

NAME OF PERSON BEING ACKNOWLEDGED

Mary Clare Marsh

Notary Public signature

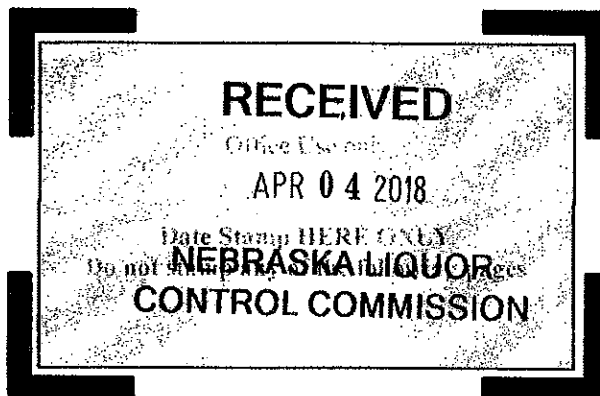
Affix Seal

State of Nebraska - General Notary
MARY CLARE MARSH
My Commission Expires
May 26, 2021

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

APPLICATION FOR TEMPORARY OPERATING PERMIT (AKA T.O.P.)

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



Nebraska Liquor Control Act §53-149 (2) A license issued under the act terminates immediately upon the sale of the licensed premises named in such license. The purchaser or transferee may submit an application for a license under the act prior to closing such sale or transfer. While such application is pending, the purchaser may request and obtain a temporary operating permit from the commission which shall authorize the purchaser to continue the business which was conducted on the purchased premises under the terms and conditions of the terminated license for ninety days or until the purchaser has obtained a license in its own name, whichever occurs sooner. Prior to the issuance of a temporary operating permit, the purchaser shall supply the commission with documentation from the seller that the seller is current on all accounts with any wholesaler under section §53-123.02. A seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense. In the absence of such temporary operating permit, the purchaser shall not manufacture, store, or sell alcoholic liquor on the purchased premises until the purchaser has obtained a license in the purchaser's own name. If the application is withdrawn by the applicant or is denied by the commission, the previous license may be reinstated at the discretion of the commission upon request by the previous licensee.

Rules and Regulations Chapter 2 Section 004 TEMPORARY OPERATING PERMITS

004.01 Someone other than a licensee may operate a business holding a liquor license if all of the following criteria are met:

004.01A A formal application for a new license must be on file with the Commission.

004.01B A request for a temporary operating permit must be filed with the application.

004.01C Temporary operating permits may not exceed 90 days in total duration.

004.01D If the sale of the business fails to occur, the previous licensee can be reinstated during the pendency of the temporary operating permit upon request of the previous license holder.

004.02 Any violations occurring during the pendency of a temporary operating permit will be adjudicated in the following manner:

004.02A Any violations occurring during the temporary operating permit will be used and conferred upon a license if issued. Any violation may be used to determine the fitness of the applicant to receive the requested license.

TEMPORARY OPERATING PERMIT (T.O.P.) REVIEW CHECK LIST

OFFICE USE ONLY

SELLER INFO:

License Class & Number: I 122370
Licensee: CTMARCO INC
DBA: Pharaoh's Bar & Grill

- ☒ Signature of Seller on T.O.P. Application
- ☒ Reviewed for Seller's Pending Violations
- ☒ Reviewed Delinquent List
- ☐ Reviewed with Director

BUYER INFO:

License Class & Number: I 122483
Licensee: The Crook Inc
DBA: Pharaoh's Bar & Grill

- ☒ Signature of Buyer on T.O.P. Application
- ☒ Reviewed Buyer's Criminal History
- ☒ Reviewed Purchase Agreement
- ☐ Other: _____

Administrative Review - Office Use Only

Reviewed by: Jackie



Approved



Denied

Date: 4-10-18

Comments: _____



LICENSEE (SELLER) AND APPLICANT (BUYER) SECTION

COMPLETE THE FOLLOWING:

NAME OF CURRENT LICENSEE (SELLER) AND SELLER'S LICENSE #:

CT MARCO INC. #122370

AND

NAME OF LICENSE APPLICANT (BUYER):

The Cook Inc. DARRIS Peterson President

ON 04-02-18 (Date) SELLER AND BUYER ENTERED INTO A CONTRACT FOR SALE OF THE ALCOHOL RELATED

BUSINESS KNOWN AS: Pharos Bar and Grill (Seller's Trade Name)

LOCATED AT: 910 East Cook Rd S. Bellevue NE 68005 (Street Address) (City) (State) (Zip Code)

BUYER SEEKS TO OBTAIN A TEMPORARY OPERATING PERMIT (TOP) TO ALLOW BUYER TO OPERATE THE BUSINESS UNDER THE SAME TERMS AND CONDITIONS OF THE CURRENT LICENSEE; SUBJECT TO APPROVAL BY THE NEBRASKA LIQUOR CONTROL COMMISSION (NLCC) FOR A PERIOD NOT TO EXCEED 90 DAYS (NO EXCEPTIONS).

SELLER HEREBY DECLARES THAT THEY ARE CURRENT ON ALL ACCOUNTS WITH ALL NEBRASKA LICENSED WHOLESALERS UNDER SECTION §53-123.02. ANY SELLER WHO PROVIDES FALSE INFORMATION REGARDING SUCH ACCOUNTS IS GUILTY OF A CLASS IV MISDEMEANOR FOR EACH OFFENSE.

Charles T. Marco
Signature of SELLER

(Do not sign until in the presence of the Notary Public)

Charles T. MARCO
Printed Name of SELLER

State of Nebraska, County of Sarpy

The foregoing instrument was acknowledged before me this:

4/3/18
(date)

By: Charles T. MARCO
name of person(s) signing document in front of Notary

Mary Clare Marsh
Notary Public Signature

State of Nebraska - General Notary
MARY CLARE MARSH
My Commission Expires
May 26, 2021

DARRIS Peterson
Signature of BUYER

(Do not sign until in the presence of the Notary Public)

DARRIS Peterson
Printed Name of BUYER

State of Nebraska, County of Sarpy

The foregoing instrument was acknowledged before me this:

4/3/18
(date)

By: DARRIS Peterson
name of person(s) signing document in front of Notary

Mary Clare Marsh
Notary Public Signature

State of Nebraska - General Notary
MARY CLARE MARSH
My Commission Expires
May 26, 2021

Temporary Operating Permit

Nebraska Liquor Control Commission

18 - 483

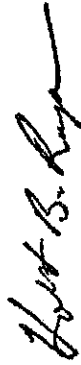
Class I

Issued: 4/13/2018 - Expires: 7/12/2018

THE CROOK INC

DBA: Pharaohs Bar and Grill, 910 Fort Crook Road South, Bellevue NE 68005

Description: Entire L-shaped one story bldg. approx. 87' x 49' including sidewalk
café approx. 31' x 25'



Robert B Rupe - Executive Director
Nebraska Liquor Control Commission
301 Centennial Mall South, 5th Floor
Lincoln, NE 68509
(402) 471 - 2571



* NO EXTENSIONS OF THIS PERMIT WILL BE ALLOWED*

76
5.14.18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	05/14/2018	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:

Liquor License - Manager Application

SYNOPSIS:

Application of Mr. Travis R. Emerson as Manager of the Class "D" liquor license held by Walmart Inc., dba "Walmart 2847" located at 10504 South 15th Street in Bellevue.

FISCAL IMPACT:

n/a

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

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

BACKGROUND:

Anytime a change in manager for a liquor license is done, an application has to be filled out with the Nebraska Liquor Control Commission. Said application is reviewed and then forwarded onto the City/City Council for review and approval.

ATTACHMENTS:

- 1 Application
- 2 Review Sheet from Police
- 3

- 4
- 5
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:

n/a

FINANCE APPROVAL:

n/a

LEGAL APPROVAL:

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

APR 20 2018

**NEBRASKA LIQUOR
CONTROL COMMISSION****MUST BE:**

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC informationName of Corporation/LLC: Walmart Inc.**Premise information**Liquor License Number: 50094 Class Type D (if new application leave blank)Premise Trade Name/DBA: Walmart #2847Premise Street Address: 10504 S 15th StreetCity: Bellevue County: Sarpy Zip Code: 68123Premise Phone Number: 402-292-0150Premise Email address: complic@wal-mart.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).


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

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Emerson First Name: Travis MI: PHome Address: 1903 Franklin DrCity: Papillion County: Sarpy Zip Code: 68133Home Phone Number: (630) 699-3549

Driver's License Number & State: _____

Social Security Number: _____

Date Of Birth: _____ Place Of Birth: Salem, OREmail address: tremers.502847.us@wal-mart.com

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

☒ YES☐ NO

Spouse's information

Spouses Last Name: Emerson First Name: Nade MI: A

Social Security Number: _____

Driver's License Number & State: _____ NebraskaDate Of Birth: _____ Place Of Birth: St. Louis Park, MNAPPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Papillion, NE	2016	2018	Papillion, NE	2016	2018
West Chicago, IL	2014	2016	West Chicago, IL	2014	2016
Normal, IL	2012	2014	Normal, IL	2012	2014
Downers Grove, IL	2009	2012	Downers Grove, IL	2009	2012
Centerton, AR	2007	2009	Centerton, AR	2007	2009

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2007	2018	Wal-Mart	William Skafis	(402) 597-1282
2005	2007	Starbucks	Kurt Watson	(479) 254-0943

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☐ YES ☒ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

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

☐ YES ☒ NO

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

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

☒ YES ☐ NO

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Travis Emerson	9/20/17	Alcohol Sales Training

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

☒ YES

☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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


Signature of Manager Applicant


Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of SARPY

The foregoing instrument was acknowledged before me this

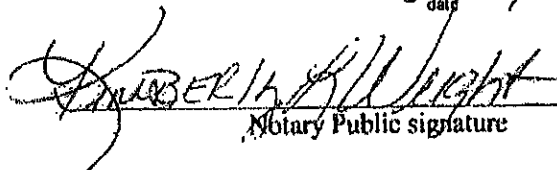
NINETEEN (19) April

date

by

Travis + Nicole Emerson

NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature

Atfix Seal



GENERAL NOTARY - State of Nebraska
KIMBERLY L. WRIGHT
My Comm. Exp. Oct. 5, 2021

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

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-3046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

APR 20 2018

**NEBRASKA LIQUOR
CONTROL COMMISSION**

☒ I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

☒ I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Nicole Emerson
Signature of **NON-PARTICIPATING SPOUSE**

Nicole Emerson
Print Name

[Signature]
Signature of **APPLICANT**

Travis Emerson
Print Name

State of Nebraska, County of Sarpy

The foregoing instrument was acknowledged before me

this 11th day (19) April 2018 (date)

by Nicole Emerson
Name of person acknowledged
(Individual signing document)

[Signature]
Notary Public Signature

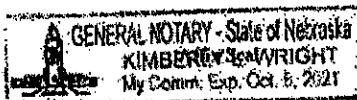
State of Nebraska, County of Sarpy

The foregoing instrument was acknowledged before me

this 11th day (19) April 2018 (date)

by TRAVIS EMERSON
Name of person acknowledged
(Individual signing document)

Notary Public Signature



Affix Seal

In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

APPLICATION FOR CORPORATE MANAGER
OF LIQUOR LICENSE

POLICE REPORT

DATE OF COUNCIL MEETING: 5/14/18 Due to City Clerk: 5/9/18 by noon

APPLICANT: Walmart Inc. dba Walmart 2847

LOCATION/ADDRESS: 10504 South 15th Street, Bellevue, NE 68123

REQUESTED ACTION: Recommendation for approval of Travis R. Emerson as
Corporate Manager of the Class D liquor license for Walmart 2847 in Bellevue

INDIVIDUALS TO BE CHECKED:

<u>Name & Address</u>	<u>D.O.B.</u>	<u>S.S.N.</u>
---------------------------	---------------	---------------

<u>Travis R. Emerson</u>		
<u>1903 Franklin Drive, Papillion, NE 68133</u>		
<u>Driver's License Number:</u>		

<u>Non-Participating Spouse:</u>		
<u>Nicole A. Emerson</u>		
<u>Same Address</u>		
<u>Driver's License Number:</u>		

COMMENTS:

Approved

Sgt. Tim Fry 5-8-18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

10a
5.14.18

COUNCIL MEETING DATE:	05/14/2018	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	
		LIQUOR LICENSE	
		ORDINANCE	<input checked="" type="checkbox"/>
		PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	
		OTHER (SEE CLERK)	

SUBJECT:

Remove "Request to be heard" from City Council Agenda

SYNOPSIS:

Any item appearing on the City Council agenda is open for public comment. When the public is allowed to address items not appearing on the agenda, issues raised cannot be addressed, cannot be corrected or refuted with clarifications. The Open Meetings Act does not require an open forum so staff recommends removal of this item from future agendas.

FISCAL IMPACT:

\$0

BUDGETED ITEM: ☐ YES ☒ NO

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

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

RECOMMENDATION:

Remove "Request to be heard" from the Order of Business, Section 2.30, Bellevue City Code. The Open Meetings Act requires the format and process by which actions of the city must be addressed and how decisions are made. There is no requirement, under the Act, for an open forum. Neither the elected officials nor city staff is allowed to address misinformation or provide clarification on items presented. Staff has developed a form and process for citizen inquiries, consistent with other communities, to be addressed.

BACKGROUND:

Many Nebraska communities, of all classes, have eliminated an open forum at City Council meetings to avoid violations of the Open Meetings Act. Many of these communities have, however, implemented a system for handling of citizen inquiries through the use of a form for this purpose; Bellevue has done so, copy attached. Where no existing code, statute or policy addresses an item, the City Council can be presented the matter for consideration with appropriate supporting documentation. Since items appearing on the agendas are subject to citizen inquiry, no one is denied the opportunity to address those items. As used, the request to be heard has reached a point of nonproductivity and should not be included on future agendas.

ATTACHMENTS:

1		4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



City of Bellevue

Office of the City Administrator

April 17, 2018

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

From: Joseph A. Mangiamelli, City Administrator

Subject: Amendment to City Council agenda – Elimination of “PUBLIC REQUESTS TO BE HEARD”
from agenda Order of Business

RECOMMENDATION: Amend the City Code, Section 2.30, Order of Business, to remove “PUBLIC REQUESTS TO BE HEARD” from the City Council agenda.

Background: For several years, as relates to the provisions of the Open Meetings Act, the League of Nebraska Municipalities has encouraged communities across the state to remove the public requests to be heard or similar open forum items from City Council agendas. As demonstrated below, the League is concerned about the inability to respond or address issues raised during the persons address. This effort is not to prevent the public’s right to be heard but to better serve the elected officials and their compliance with the Act.

As you well know, and it is frustrating, misinformation and inappropriate comments have been heard in Bellevue City Council meetings and there is no opportunity for staff or elected officials to dispute or correct the misinformation or remove inappropriate comments once they’ve been uttered. In addition, there have been instances, following action by the City Council on an item on the agenda, when this “request to be heard” has been used to criticize the Council’s vote, even though the citizen did not choose to offer comment, for or against, when the matter was called for action.

In lieu of this “open forum” of discussion, most communities have created a written form for citizens to make inquiries on important topics, obtain information and direction from the city in answer to their concerns. Bellevue has developed this form, it is on the city website and available for filing in the City Clerk’s office. The purpose of the form is to provide quick response to the citizens inquiry, providing appropriate answers and only if the issue cannot be resolved through existing code provisions would the matter be brought to the City Council for consideration and possible action.

Most inquiries are resolved efficiently with existing ordinances, statutes or city policies. Again, this proposal is not to discourage public input. Rather, each agenda item is subject to public input, input that is welcome to ensure the appropriate public scrutiny and transparency of actions of the city. I have reviewed the policy of the Bellevue Public Schools wherein potential speakers are required to fill out a form identifying the item on which they wish to speak. I suggest that is burdensome and citizens should be allowed to speak on items on the City Council agenda – just not those issues not so appearing.

Red-lined

ORDINANCE NO. 3904

AN ORDINANCE TO AMEND SECTION 2-30 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE CITY COUNCIL'S ORDER OF BUSINESS; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA.

Section 1. That Section 2-30 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 2-30. Order of business.

(a) The business of the council shall be taken up for consideration and disposition in the following order:

- (1) Pledge of allegiance;
- (1)(a) Invocation;
- (2) Call to order and roll call;
- (2)(a) Open Meetings Act;
- (3) Approval of agenda, consent agenda, minutes and advisory committee reports;
- (4) Approval of claims (statements of account);
- (5) Special presentations;
- (5)(a) Organizational Matters (when necessary to elect a new council president)
- (6) Liquor licenses;
- (7) Ordinances for adoption (third reading);
- (8) Ordinances for public hearing (second reading);
- (9) Ordinances for introduction (first reading) read only;
- (10) Public hearing on matters other than ordinances;
- (11) Resolutions for adoption;
- (12) Current business;
- (13) Administrative reports;
- ~~(14) Public requests to be heard;~~
- ~~(15) Closed or Executive Session; and~~
- ~~(16) Adjournment.~~

(b) The order of business shall not be changed except by a majority vote of the city council. The city clerk shall have the authority at his or her discretion, when preparing any agenda for a city council meeting, to group items together that are of a similar nature or are related by subject matter when it appears reasonable to do so for efficient progression of such meeting.

Section 2. That Section 2-30 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval and publication as provided by law.

ADOPTED by the Mayor and City Council this _____ day of _____ 2017.

ATTEST:

City Clerk

First Reading _____

Second Reading _____

Third Reading _____

Mayor

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. 3904

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- (5) Special presentations;
- (5)(a) Organizational Matters (when necessary to elect a new council president)
- (6) Liquor licenses;
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- (8) Ordinances for public hearing (second reading);
- (9) Ordinances for introduction (first reading) read only;
- (10) Public hearing on matters other than ordinances;
- (11) Resolutions for adoption;
- (12) Current business;
- (13) Administrative reports;
- (14) Closed Session; and
- (15) Adjournment.

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Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval and publication as provided by law.

ADOPTED by the Mayor and City Council this _____ day of _____ 2017.

ATTEST:

City Clerk

First Reading

Second Reading

Third Reading

Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

106
5.14.18

COUNCIL MEETING DATE:	May 14, 2018	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input checked="" type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Sale of City surplus property just south of 1311 Bluff Street

SYNOPSIS:

Selling City real estate must be done by Ordinance with a right of remonstrance

FISCAL IMPACT:

\$3,200 of revenue less legal expenses

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approve

BACKGROUND:

Jason Limpach and Makala Limpach live at 1311 Bluff Street and desire additional ground just south of their property which is known as the Bellevue Commons. Originally, the area was reserved for the power lines going to the Kramer plant. The power lines are now inactive. To build on this parcel, Limpach's will need to replat it with their existing lot.

ATTACHMENTS:

1	Ordinance
2	Purchase Agreement
3	

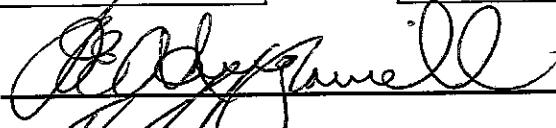
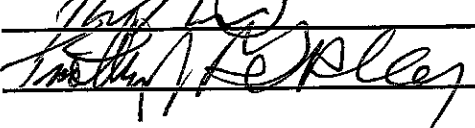
4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

ORDINANCE NO. 3905

AN ORDINANCE PROVIDING FOR THE SALE OF CERTAIN REAL ESTATE, SAME BEING DESCRIBED IN SECTION 1 OF THIS ORDINANCE; DIRECTING THE CONVEYANCE OF SUCH REAL ESTATE, AND THE MANNER AND TERMS THEREOF, AND DESIGNATING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA.

Section 1. The City is the owner of certain real property, which is by this ordinance declared surplus. The legal description of the real property is as follows:

PART OF BELLEVUE COMMONS LOCATED IN THE NORTHWEST ¼ SEC. 31, T14N, R14E, SARPY COUNTY, NEBRASKA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, THE CITY OF BELLEVUE;

THENCE N85°16'52"E (ASSUMED BEARING), 208.23 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1; THENCE S04°33'36"W, 41.38 FEET TO A POINT ON THE NORTH LINE OF LOT 1, BLAHA'S ACRES; THENCE S89°15'05"W, 210.55 FEET ALONG SAID N05°52'54"E, 61.45 FEET TO THE POINT OF BEGINNING.

DESCRIBED TRACT CONTAINS 10,730 SQUARE FEET, MORE OR LESS.

Section 2. The City has received a purchase agreement regarding the property from Jason Limpach and Makala Limpach, proposing to purchase said property for Three Thousand Two Hundred and No/100 Dollars (\$3,200.00). A copy of the purchase agreement is attached hereto and by this reference incorporated herein.

Section 3. That on the ____ day of _____ 2018, the City Council of Bellevue conducted a regularly scheduled public hearing at which it considered the offer.

Section 4. That said land shall be sold to Jason Limpach and Makala Limpach, or their assigns pursuant to the terms and conditions contained in the attached purchase agreement.

Section 5. This Ordinance shall become effective upon passage and publication according to law, and upon failure of remonstrance, the cash price shall be paid and the City shall execute and deliver a warranty deed to Jason Limpach and Makala Limpach, or their assigns, according to the terms of the purchase agreement.

PASSED AND ADOPTED this ____ day of _____ 2018.

ATTEST:

CITY OF BELLEVUE, NEBRASKA

Sabrina Ohnmacht, City Clerk

Rita Sanders, Mayor

APPROVED AS TO FORM:

Patrick J. Sullivan, City Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

PURCHASE AGREEMENT

April 4, 2018

The undersigned, hereinafter referred to as "Buyer", agrees to purchase the property described as follows:

1. Legal Description:

PART OF BELLEVUE COMMONS LOCATED IN THE NORTHWEST ¼ SEC. 31, T14N, R14E, SARPY COUNTY, NEBRASKA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, THE CITY OF BELLEVUE;

THENCE N85°16'52"E (ASSUMED BEARING), 208.23 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1; THENCE S04°33'36"W, 41.38 FEET TO A POINT ON THE NORTH LINE OF LOT 1, BLAHA'S ACRES; THENCE S89°15'05"W, 210.55 FEET ALONG SAID N05°52'54"E, 61.45 FEET TO THE POINT OF BEGINNING.

DESCRIBED TRACT CONTAINS 10,730 SQUARE FEET, MORE OR LESS.

2. Conveyance: Seller agrees to convey title to property to Buyer or its nominee by Quitclaim Deed only.

3. Assessments: Seller agrees to pay any assessments for public improvements previously constructed, or ordered or required to be constructed by the public authority, but not yet assessed.

4. Purchase Price: Buyer agrees to pay the sum of Three Thousand Two Hundred (\$3,200.00) Dollars upon the following terms: Three Hundred (\$300.00) Dollars as an earnest deposit, deposited herewith as evidenced by the receipt attached below and executed by the Seller or agent for Seller. In the event this offer is not accepted by the Seller within the time specified, the deposit shall be refunded. In the event of refusal or failure of the Buyers to consummate the purchase, the Seller may retain the deposit as liquidated damages for failure to carry out the agreement of sale. Balance of Two Thousand Nine Hundred (\$2,900.00) Dollars to be paid in cash, or by certified or cashiers check, at the time of delivery of deed.

5. Taxes: All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the date of closing, and all prior year's taxes, interest and other charges, if any, will be paid by Seller.

6. Title Insurance: Buyer shall obtain a current title insurance commitment as soon as possible after the acceptance of this agreement. If title defects are found, Seller shall have no

obligation but may cure them within a reasonable time. If title defects are not cured within a reasonable time period, the Buyer's only remedy is to rescind this agreement and the deposit shall be refunded. The cost of the title insurance policy shall be paid by Buyer.

7. **Closing:** Closing shall take place upon satisfaction of the conditions of this agreement regarding condition of the title and the passage and publication of the Ordinance authorizing the sale and the failure of remonstrance provided by law. In the event such conditions are not satisfied within 120 days of acceptance of this agreement, unless such time period is extended by the agreement of the parties or unless such conditions are waived in writing by the city, this agreement shall be null and void and the earnest money will be returned to the Buyer. In the event that Seller fails to fulfill its obligations contemplated by this agreement resulting in the failure to close on the purchase of the property, Buyer acknowledges that Buyer's sole and exclusive remedy for such failure of the Seller is the return of the earnest money deposit to the Buyer. Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent, and Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller.

8. **State Documentary Tax:** This transaction will be exempt from State Documentary tax.

9. **Insurance:** Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement, and Seller shall then refund the Deposit to Buyer. Buyer agrees to provide its own hazard insurance as of the date of closing.

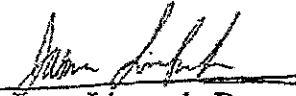
10. **Condition of Property:** Property is being sold "as is", with no representation or warranties, expressed or implied, by the Seller with respect to health, safety or environmental conditions. Buyer represents that he has had the opportunity to examine said property and that his decision to purchase the property is based upon his own examination and not upon any representation of the Seller or any of the Seller's agents.

11. **Broker:** Seller and Buyer agree and acknowledge that Seller has no broker or agent to act on its behalf with regard to this transaction. Seller and Buyer further agree and acknowledge that Buyer has no broker or agent to act on their behalf.

12. **Contingency:** This agreement is specifically contingent upon Buyer obtaining approval of the plat of this Property and replat of Lot 1, Block 1, City of Bellevue and ½ of vacated alley adjacent thereto into one platted lot including any underlying zoning change required for the same.

13. **Council Approval:** This agreement is subject to the passage and publication of an ordinance by the City Council of the City of Bellevue and publication of notice of sale and right of remonstrance as provided by §16-202 Nebraska Revised Statutes.

14. **Expiration:** This offer shall be deemed irrevocable upon the execution of same by the Mayor and City Clerk of the City of Bellevue, and accepted, subject to the provisions of Paragraph 12, upon the passage of the ordinance.


Jason Limpach, Buyer


Makala Limpach, Buyer

Address: 1311 Bluff Street
Bellevue, NE 68005

Telephone: (402) 981-7368

RECEIPT

Received From:

The Buyers, Jason Limpach and Makala Limpach, the sum of Three Hundred (\$300.00) Dollars by check to apply to the purchase price of the Property on terms and conditions as stated, this receipt is not an acceptance of the above offer to purchase.

Seller (or Seller's Agent)

ACCEPTANCE

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement.

CITY OF BELLEVUE, SELLER

Rita Sanders, Mayor

City Clerk

Address: 210 W. Mission Avenue
Bellevue, NE 68005

Telephone: (402) 293-3021

JASON J LIMPACH
MAKALA J LIMPACH
1311 BLUFF ST
BELLEVUE, NE 68005

1013
27-85/1048

4-4-18

Date

Pay to the
Order of

the City of Bellevue

\$ 300.00

three hundred dollars and 00/100

Dollars

Photo
Safe
Deposit
Circle on back



For

Makala Limpach

1013

United Check

INTRODUCE CUSTOMER RELATIONS

11a
5.14.18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	05/14/2018	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 a Privately-Operated Farmers Market at Washington Park

SYNOPSIS:

In accordance to the ordinance, Mrs. Carol Blood has submitted an application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 5/26/18-10/13/18 (with the exception of August 18th) from 6:30 a.m. (for set-up) to noon

FISCAL IMPACT:

minimal

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approval of the Application

BACKGROUND:

The market has become very successful in this location and continues to grow each year.

ATTACHMENTS:

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

- 4
- 5
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:

n/a

FINANCE APPROVAL:

n/a

LEGAL APPROVAL:



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

APPLICATION FOR A PRIVATELY-OPERATED FARMERS MARKET ON CITY-OWNED PROPERTY

The undersigned hereby makes application to privately conduct or operate a Farmers Market on City-owned property,
and hereby submits the following facts in support thereof:

Date of Application: May 7, 2018

APPLICANT (Name/Address/Phone #): Carol Blood, 2812 Jack Pine St
Bellevue, NE 68123

CORPORATION (Name/Address - if applicable): _____

DATES OF PROPOSED ACTIVITY: May 26 to Oct 13, 2018 - Every Saturday

LOCATION OF PROPOSED ACTIVITY: Washington Park except Aug 18th

HOURS OF OPERATION: 8 Am to Noon - Setup between 6³⁰ to 7³⁰ Am.

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

1. Sanitary Facilities: Restrooms in Park, Vendors Per State Health Dept.
2. Running Water: Water pump in Park
3. Power: Electrical outlets in Park and Generators
4. Parking: Around park and residential streets

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: Carol Blood

FOR CITY OFFICE USE ONLY:

City Council Meeting on: May 14, 2018

NOTE: Police Dept. and Parks Dept. make recommendations on reverse side.



Sabrina Ohnmacht

From: Rob Bailey
Sent: Monday, May 07, 2018 3:39 PM
To: Sabrina Ohnmacht; Brian Madison
Subject: RE: Farmer's Market 2018 Application

NO issues.

From: Sabrina Ohnmacht
Sent: Monday, May 7, 2018 2:47 PM
To: Brian Madison <brian.madison@bellevue.net>; Rob Bailey <Rob.Bailey@bellevue.net>
Subject: Farmer's Market 2018 Application

Please review and advise of any issues you foresee. Please advise by noon on Wednesday, May 9.

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
please note new street address

Sabrina Ohnmacht

From: Brian Madison
Sent: Monday, May 07, 2018 2:55 PM
To: Sabrina Ohnmacht; Rob Bailey
Subject: RE: Farmer's Market 2018 Application

No issues on my end and thanks.

Brian

From: Sabrina Ohnmacht
Sent: Monday, May 07, 2018 2:47 PM
To: Brian Madison; Rob Bailey
Subject: Farmer's Market 2018 Application

Please review and advise of any issues you foresee. Please advise by noon on Wednesday, May 9.

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
please note new street address

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

Ma
5.14.18

COUNCIL MEETING DATE:	5/14/2018	AGENDA ITEM TYPE:
SUBMITTED BY: Rich Severson Finance Director Jeff Roberts, Public Works Director	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input checked="" type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Bond Reimbursement Resolution for 2018 Paving Improvements

SYNOPSIS:

This resolution preserves the flexibility of the City to make preliminary payments from funds on hand and then, if it so chooses, to reimburse itself from bond proceeds if bonds are issued in the future. Adoption of this resolution does not require the City to issue any bonds nor does it create authority for financing any project.

FISCAL IMPACT:

Allows City to finance project, as budgeted.

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-15-7010 CIP 18 (2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13)

RECOMMENDATION:

We recommend adoption of this resolution to preserve the City's flexibility in financing improvements to Street Districts

BACKGROUND:

1+6 Street Project References:			
M146(178B)	Chandler Rd 26th - 36th Street	M146(188A)	Chandler Acres
M146(181B)	So. 36th St. Chandler Rd - Cornhusker Rd.	M146(202A)	15th St. Cornhusker Rd - Thurston Ave.
M146(191C)	Harvell Dr. Birchcrest Rd - Franklin Street	M146(207A)	Betz Rd Martinview - Lloyd St.
M146(197)	36th & Edgerton Dr. Bridge Repairs		
M146(200B)	Lincoln Rd; Harvell Dr to 16th Ave		
M146(201B)	Lincoln Rd; Bellevue Blvd N to Harvell Dr		
M146(203B)	Cornhusker Rd; 25th St to Ft Crook Rd		
M146(204)	Cedar Island Rd. Childs Rd. - Meisinger Rd.		

ATTACHMENTS:

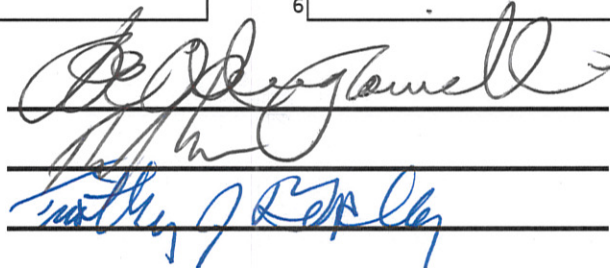
1	Resolution 2018-13	4	
2	1 - 6 Year Plan	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



City of Bellevue

One-Year Plan FY 2018

PROJECT NUMBER	PROJECTS/COMMENTS	OTHER	LOCAL	TOTAL
M146(122B)	So 36th St. b/t Highway 370 and Sheridan Rd. - PH 1 DESIGN/ENG., ROW, YR 2	\$ 288,000	\$ 72,000	\$ 360,000
M146(178B)	Chandler Rd; 36th St to 26th St - RESURFACING		\$ 485,000	\$ 485,000
M146(181B)	So. 36th St., Chandler Rd to Cornhusker Rd - RESURFACING		\$ 380,000	\$ 380,000
M146(186A)	So 25th St; b/t Capehart & Lynnwood Dr - BRIDGE REPLACEMENT; DESIGN/ENG.		\$ 20,000	\$ 20,000
M146(188A)	Chandler Acres Addition; Harrison to Chandler, 32nd Ave to 36th St - REHAB ADV CONCRETE REPAIRS		\$ 1,003,000	\$ 1,003,000
M146(191C)	Harvell Dr; Birchcrest Rd to Franklin St - RESURFACING		\$ 476,000	\$ 476,000
M146(197)	36th & Edgerton Dr.; Bridge #U023003905 - EXPANSION JOINT REPAIRS		\$ 75,000	\$ 75,000
M146(200B)	Lincoln Rd; Harvell to W 16th Ave - RESURFACING		\$ 250,000	\$ 250,000
M146(201B)	Lincoln Rd; Bellevue Blvd N to Harvell Dr - RESURFACING		\$ 206,000	\$ 206,000
M146(202A)	15th St; Cornhusker Rd to Thurston Ave - REHAB ADV CONCRETE REPAIRS		\$ 57,000	\$ 57,000
M146(203A)	Cornhusker Rd; 25th St to Ft Crook Rd - REHAB ADV CONCRETE REPAIRS		\$ 155,000	\$ 155,000

City of Bellevue

One-Year Plan FY 2018

PROJECT NUMBER	PROJECTS/COMMENTS	OTHER	LOCAL	TOTAL
M146(203B)	Cornhusker Rd; 25th St to Ft Crook Rd - RESURFACING		\$ 677,000	\$ 677,000
M146(204)	Cedar Island Rd; Childs Rd to Meisinger Rd - RESURFACING		\$ 303,000	\$ 303,000
M146(206)	High School Dr.; Lincoln Rd to Freeman Dr - RESURFACING		\$ 152,000	\$ 152,000
M146(207A)	Betz Rd; Martinview to Lloyd St - REHAB ADV CONCRETE REPAIRS		\$ 92,000	\$ 92,000
M146(252A)	Galvin Rd & Hansen Ave - PEDESTRIAN BRIDGE REHAB; ENG/DESIGN		\$ 50,000	\$ 50,000
M146(258)	Willow Springs Addition; s/Hogantown Dr, b/t Lots 198,40 - DRAINAGE IMPROVEMENTS		\$ 95,000	\$ 95,000
M146(260)	Bellevue Blvd S & Park Ave - STORM SEWER EROSION, BANK STABILIZATION	\$ 96,000	\$ 24,000	\$ 120,000
M146(262)	Cunningham Rd; west of Harlan Lewis Rd - RECONSTRUCTION		\$ 5,700,000	\$ 5,700,000
M146(265)	Betz Ditch; 0.1 S Jct Harlan & Ft Crook; Structure #U0230F4305 - BOX CULVERT REPAIRS		\$ 85,000	\$ 85,000
M146(267)	Alley b/t E 22nd Ave & Mission Ave, Main St to Hancock St - RECONSTRUCTION		\$ 72,000	\$ 72,000

RESOLUTION NO. 2018-13

WHEREAS, the Mayor and City Council of the City of Bellevue, Nebraska, during a regular meeting of the City Council, conducted a public hearing at 6:00 p.m. on February 12, 2018, in the Council Chambers at Bellevue City Hall, 210 West Mission Avenue, on the proposed City of Bellevue One- and Six-Year Street Plan, and

WHEREAS, the proposed One- and Six-Year Street Plan was reviewed by the Mayor and City Council and opportunity for public testimony was given and received, and

WHEREAS, the districts listed below are included in the 2018 One- and Six-Year Street Plan.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, as follows:

Section 1. That the Mayor and City Council of the City of Bellevue, Nebraska, do hereby declare this resolution to the City's official declaration of intent under Internal Revenue Code Regulation Section 1.150-2 to provide for the incurring of indebtedness which may include reimbursements of expenditures made by the City in connection with costs incurred in connection with the construction of paving improvements within Street Improvement District Nos. 2011-10, 2011-11, 2011-25, 2018-1, 2018-2, 2018-3, 2018-4, and 2018-5 of the City. The preliminary estimate of debt contemplated to be issued for such project exceeds \$3,000,000.

Section 2. That up to the expenditure of the full amount of such project described within this Resolution, the City may advance funds as may be necessary for meeting the immediate costs of such project. It is the intent of the Mayor and City Council that the City shall reimburse such expenditures, as may be made from general funds on hand, from the proceeds of the issuance of its debt obligations.

Section 3. That the City Clerk shall make a copy of this Resolution available for public inspection at the main office of the City at all times during normal business hours within ten days after the adoption hereof. Such copies shall remain available for public inspection at all such times until the bonds or such other tax-exempt obligations contemplated herein are issued.

DATED this _____ day of _____, 2018.

Rita Sanders, Mayor

ATTEST:

Sabrina Ohnmacht, City Clerk

Approved as to Form:



City Attorney

13a
5.14.18

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	May 14, 2018	AGENDA ITEM TYPE:
SUBMITTED BY: Chris Shewchuk, Planning Director <i>CMS</i>	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input checked="" type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request for approval of First Amendment to Conditional Use Permit for a self-storage facility. Applicant: Arun Agarwal. Location: 7601 South 25th Street.

SYNOPSIS:

The City Council approved the CUP for self-storage at this location on August 11, 2014. The permit agreement required construction of the storage buildings to begin within one year of the date of approval. The applicant is requesting an amendment to allow him to proceed with construction at this time.

FISCAL IMPACT:

None.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department recommends approval of this amendment.

BACKGROUND:

On August 11, 2014 the City Council approved a Conditional Use Permit for a self-service storage facility at this location. In accordance with the terms of the Permit, it becomes void if construction of buildings has not commenced within one year of the the approval date. The applicant installed some storm sewer and driveways on the site, but has not begun construction of any storage buildings. He is now requesting an amendment to the CUP to allow him to move forward with construction at this time.

ATTACHMENTS:

- 1 Amendment to CUP agreement
- 2 Original CUP agreement
- 3

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

[Signature]
n/a

FINANCE APPROVAL:

[Signature]

LEGAL APPROVAL:

Record & Return To:
Adams & Sullivan, P.C., L.L.O.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046

FIRST AMENDMENT TO CONDITIONAL USE PERMIT

This First Amendment to Conditional Use Permit is made and entered into as of the 14th day of May, 2018, by and between the City of Bellevue, Nebraska, a municipal corporation ("City") and Arun Agarwal ("Applicant").

RECITALS

WHEREAS, City issued to Applicant that certain Conditional Use Permit ("CUP") which was approved by the City Council of the City of Bellevue on August 11, 2014; and

WHEREAS, the CUP permitted Applicant to construct and operate a self-storage facility on property legally described as Lot 2, Turner's First Addition, Bellevue Nebraska; and

WHEREAS, the CUP required construction of buildings on the site to begin within one year of the date of its approval; and

WHEREAS, Applicant failed to commence construction of buildings on the site as required, rendering the CUP void; and

WHEREAS, Applicant now requests to be permitted to begin construction of a self-storage facility.

NOW, THEREFORE, inconsideration of the mutual covenants and agreements herein set forth, City and Applicant do hereby agree as follows:

1. That paragraph 3.b. of the CUP is amended to read as follows:

The Use authorized by this Permit must be initiated within 12 months after the date of approval of the First Amendment to Conditional Use Permit otherwise such permit shall become void.

2. This Amendment shall become effective when and only when counterparts of this Amendment have been duly executed by City and Applicant.

3. Except as amended by this Amendment, the CUP shall remain in full force and effect and is hereby ratified and confirmed in all respects.

[Remainder of Page Left Intentionally Blank; Execution Page Follows.]


IN WITNESS WHEREOF, City and Applicant have signed this First Amendment to Conditional Use Permit as of the date and year first above written.

ATTEST:

CITY OF BELLEVUE:

CITY CLERK OF THE CITY OF BELLEVUE MAYOR OF THE CITY OF BELLEVUE

APPROVED AS TO FORM:



CITY ATTORNEY

APPLICANT:

Arun Agarwal

STATE OF NEBRASKA)
)SS:
COUNTY OF DOUGLAS)

The undersigned, a notary public qualified in and for said county, does hereby certify that Arun Agarwal signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2018.

Notary Public

A

Record & Return To:
Adams & Sullivan, P.C., L.L.O.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046

CITY OF BELLEVUE
CONDITIONAL USE PERMIT
LOT 2, TURNER'S FIRST ADDITION,
LOCATED IN THE NORTHWEST ¼ OF SECTION 15, T14N, R13E OF THE 6TH P.M.,
SARPY COUNTY, NEBRASKA

Conditional Use Permit for Arun Agarwal

This Conditional Use Permit issued this 11th day of August, 2014 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska ("City") to Arun Agarwal ("Applicant"), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, 25 Chandler LLC is the legal owner of Lot 2, Turner's First Addition, located in the Northwest ¼ of Section 15, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, consisting of approximately 3.7 acres, more or less ("Property"). Applicant desires to use the Property for commercial development by maintaining a self-storage facility on the Property; and

WHEREAS, Applicant has applied for a conditional use permit for the purpose of using the Property as described above; and

WHEREAS, the Mayor and City Council of the City of Bellevue are agreeable to the issuance of a conditional use permit to the Applicant for such purpose, subject to certain conditions and agreements as hereinafter provided (the "Permit").

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Applicant to use the Property for the purpose described above, said use hereinafter being referred to interchangeably as a "Permitted Use" or "Use".

Conditions of Permit

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any breach of any terms hereof shall cause Permit to expire and terminate, subject to the rights of the Applicant to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Use:
 - a. A site plan showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit "A."

- b. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other exhibits, if any, of this Agreement. Any modifications to the site plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.
 - c. Applicant hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.
3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:
- a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.
 - b. The Use authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void.
 - c. Applicant may maintain a self-storage facility on the Property.
 - d. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant's expense within twelve (12) months of cessation of the Use of the Property.
 - e. Applicant shall record this Permit with the Sarpy County Register of Deeds at Applicant's expense.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
- a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to commence construction of the buildings within the time provide by Section 3(b) above.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local rights are provided under laws, rules and regulations governing said permit.
 - c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.

5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Applicant or any third party to exercise said option) cause the same to be removed at Applicant's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same, Applicant hereby irrevocably grants the City, its agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

7. If any provisions, or any portion thereof, contained in this Permit is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

8. The conditions and terms of this Permit shall be binding upon Applicant, its successors and assigns.

- a. Delay of City to terminate this Permit on account of breach of Applicant of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
- b. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Applicant shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Applicant of any breach of this Permit. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section b and diligently pursued and completed as soon as possible, and allowing additional time does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.
- c. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.

- D
- d. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

Arun Agarwal
105 North 31st Avenue
Omaha, NE 68131


- e. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

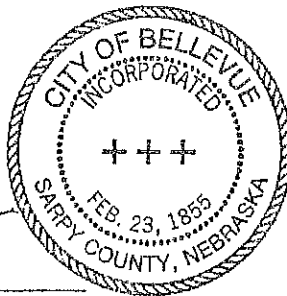
Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

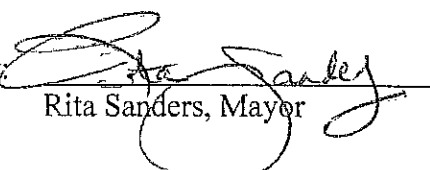
The City of Bellevue

ATTEST:


Kay Dammas, City Clerk



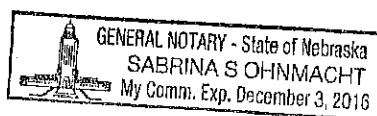
By:


Rita Sanders, Mayor

STATE OF NEBRASKA)
)SS:
COUNTY OF SARPY)

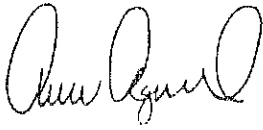
The undersigned, a notary public qualified in and for said county, does hereby certify that Rita Sanders and Kay Dammas, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipal corporation, are signed to the foregoing instrument and who are each known to me and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

Witness my hand and notarial seal this 11th day of August, 2014.




Notary Public

E




Arun Agarwal

STATE OF NEBRASKA)
)SS:
COUNTY OF Douglas)

The undersigned, a notary public qualified in and for said county, does hereby certify that Arun Agarwal signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this 14 day of August, 2014.



Notary Public

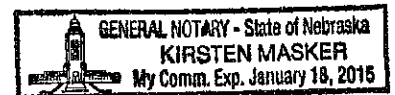
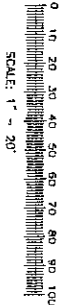
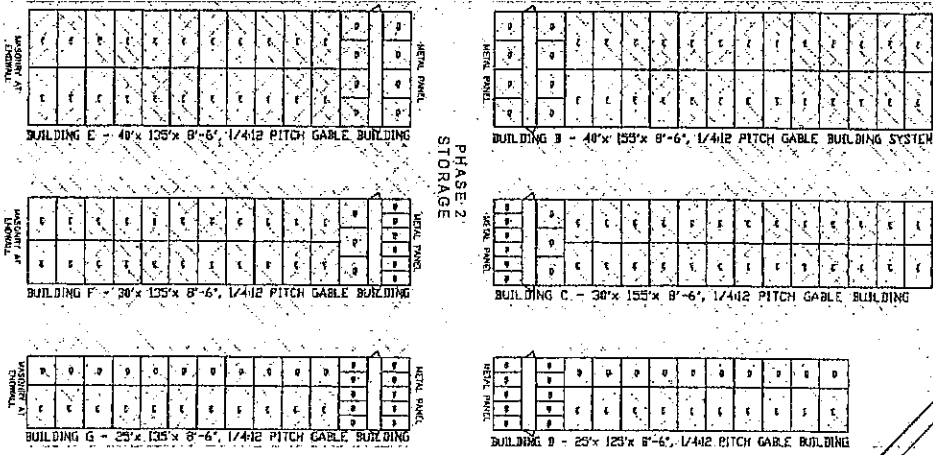
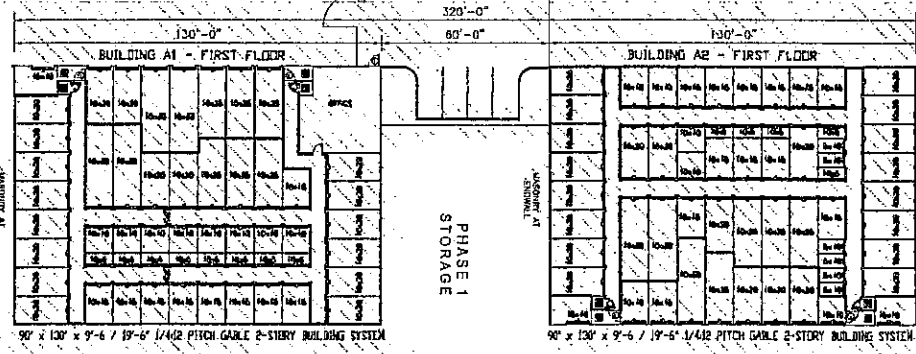
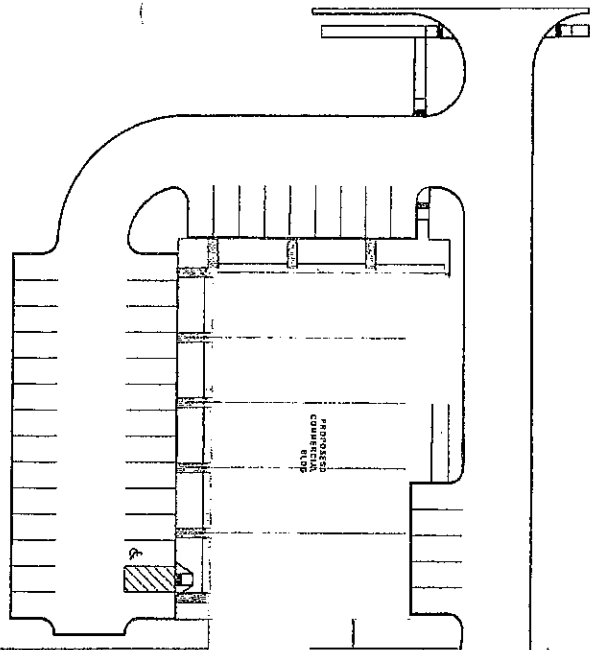


Exhibit A

F

CUP SUBMITTAL - STORAGE 4.15.2014

SITE & FLOOR PLAN
SCALE: 1" = 20'-0"



PRELIMINARY DRAWINGS ONLY

SP-1	DATE: 4/15/2014
BY: [Signature]	CHECKED BY: [Signature]
SCALE: 1" = 20'-0"	PROJECT: STORAGE

AVID
BUILDING SYSTEMS
745 307 3075 BELLEVUE, NE 68003-1478
1-877-896-7043 1-502-491-9253 1-512-225-2225 FAX

ARUN AGARWAL
BELLEVUE, NE

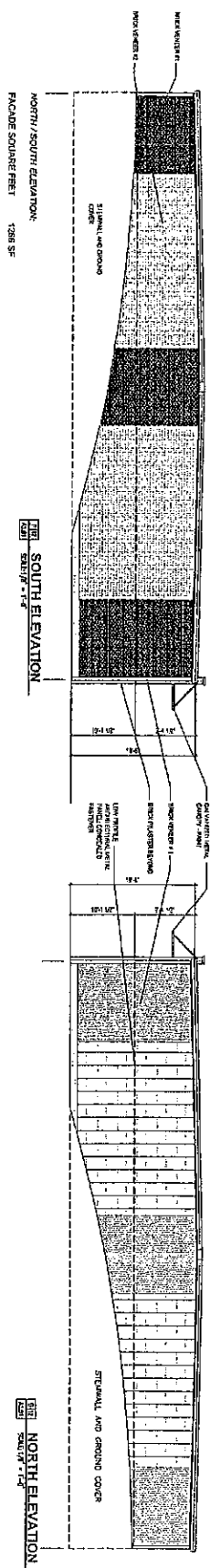
Copyright © 2014 Avid Building Systems - All Rights Reserved. All building plans and designs are the property of Avid Building Systems and are not to be reproduced or used in any manner, including for electronic and paper reproduction and construction, without the express written permission of Avid Building Systems.

Rev	Description	Date
1	Initial Building	04/15/14
2	Revised	05/15/14
3	Revised	06/15/14

SECRET

Figure 1 is a vertical timeline illustrating the study's progression. The timeline is marked with years from 1990 to 1995. Key events are labeled along the timeline: 'Study initiation' (1990), 'Data collection' (1991-1992), 'Analysis' (1993-1994), and 'Publication' (1995).

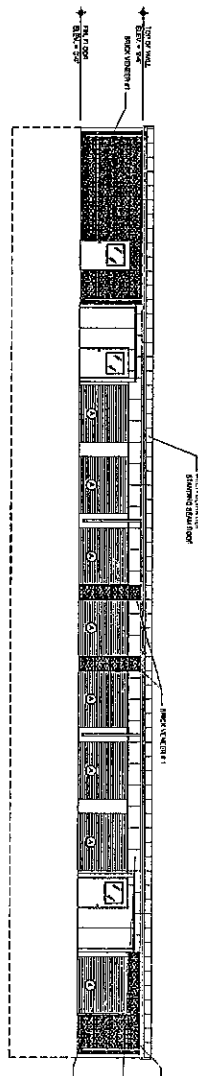
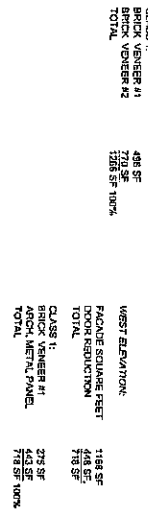
THE
NEW
YORK
LIBRARY
OF
THE
MUSEUM
OF
ART
AND
DESIGN



NORTH / SOUTH ELEVATION:
FACADE SQUARE FEET **1286 SF**

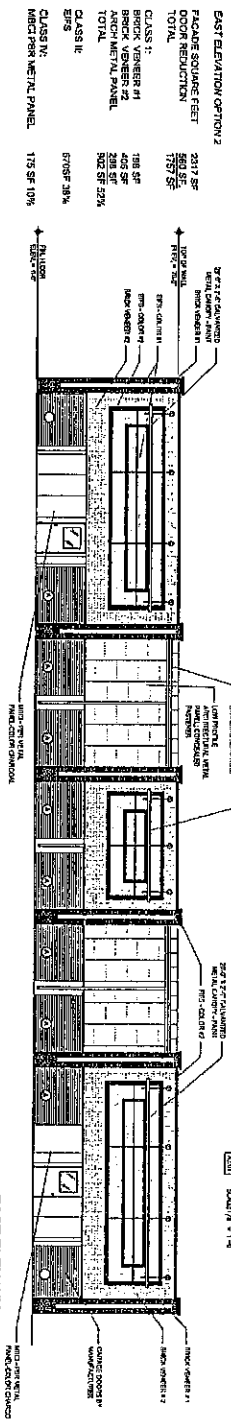
SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

NORTH ELEVATION
SCALE 1/8" = 1'-0"



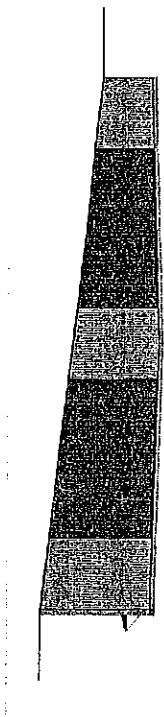
WEST ELEVATION:	
FACADE SQUARE FEET	1168 SF
DOOR REDUCTION	448 SF
TOTAL	718 SF
CLASS 1:	
BRICK VENEER #1	275 SF
ARCH, METAL PANEL	443 SF
TOTAL	718 SF 100%

WEST ELEVATION
SCALE 1" = 1'-0"

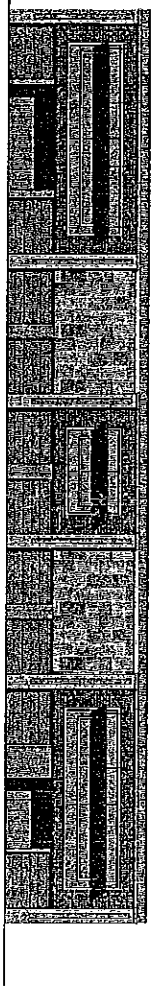


EST ELEVATION OPTION 2	
PACANE SQUARE FEET	2017 SF
DOOR REDUCTION	269 SF
TOTAL	175 SF
CLASS 1:	
BRICK VANNER #1	186 SF
BRICK VANNER #2	405 SF
ARCH METAL PANEL	2361 SF
TOTAL	6252 SF 52%
CLASS 1C:	
BRICK	6706 SF 58%
CLASS 1N:	
METAL PER METAL PANEL	175 SF 10%

EAST ELEVATION



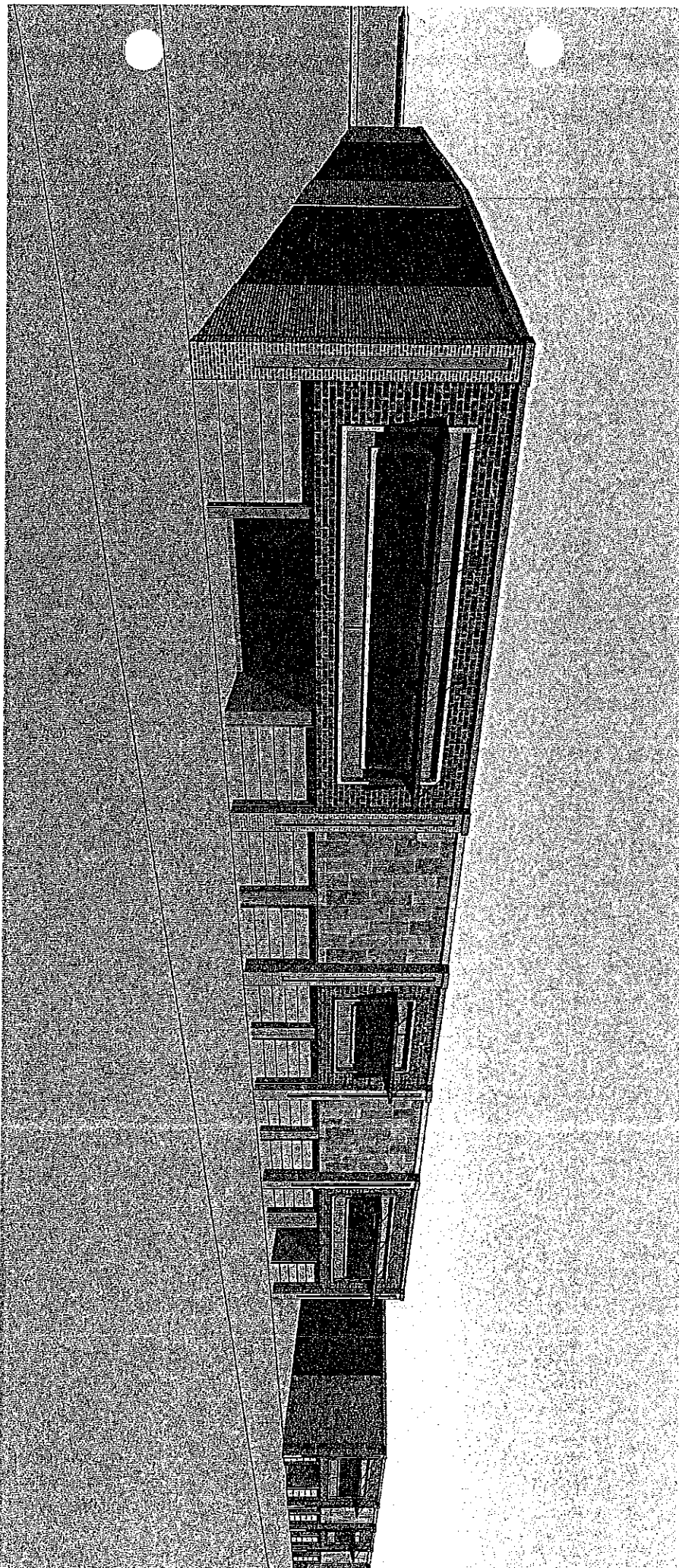
SOUTH ELEVATION



EAST ELEVATION

Exhibit C

h



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

136
5.14.18

COUNCIL MEETING DATE:	05/14/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Julie Dinville, Library Director		SPECIAL PRESENTATION	
		LIQUOR LICENSE	
		ORDINANCE	
		PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	
		OTHER (SEE CLERK)	<input checked="" type="checkbox"/>

SUBJECT:

SirsiDynix contract with the Bellevue Public Library

SYNOPSIS:

The Bellevue Public Library asks approval for a renewal of a contract with SirsiDynix for 7 years to provide the Integrated Library System to the library.

FISCAL IMPACT:

This is a regularly budgeted item.

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
	Street District # and Name:	
Finance	Distribution Code:	
	GL Account #:	GL Account Name:

RECOMMENDATION:

The library recommends renewing with SirsiDynix for a new 7-year contract. Invoices should follow the approval and be presented at the May 29th City Council meeting.

BACKGROUND:

The current 7-year contract with SirsiDynix ended in April 2018. After reviewing quotes from other ILS companies, it is the Library's recommendation to renew a contract with SirsiDynix for another 7 years. The Bellevue Public Library has been using a SirsiDynix product since 1994. With a loyalty discount and a services discount, the Library would be able to offer new, popular services and features from SirsiDynix at below last year's budgeted amount (\$21,262.98). The first year's contract would be for \$20,731.16; the library has already budgeted \$21,900 for FY17-18 to take care of this item. The continued contract will save the library/city money, training time and migration costs with no interruption of services to patrons and the additions of new features for both patrons and staff. Overall savings of the long-term agreement (LTA) would amount to a savings of \$98,514.05 over the seven-year period.

ATTACHMENTS:

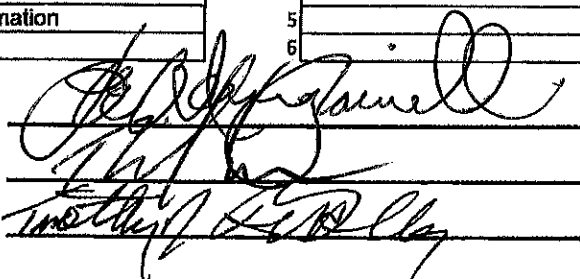
1	Contract for approval	4	
2	Background information	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Joe Mangiamelli
From: Julie Dinville, Library Director
Date: 5/7/2018

SirsiDynix Contract Renewal

The Bellevue Public Library is recommending the renewal of a long-term agreement (LTA) for 7 years with SirsiDynix to continue to provide the Integrated Library System (ILS) for the library. The Library has been using a SirsiDynix product since 1994 and recently completed a 7-year contract in April 2018. After reviewing pricing and services from other ILS vendors, the Library is recommending staying with SirsiDynix for the following reasons:

1. Cost Savings
2. Migration Issues
3. New Add-on Features

Cost Savings

The new LTA with SirsiDynix would save the Library \$98,514.05 over the 7-year period. The new LTA would break down as follows:

7-Year Option (0% Years 2-3; 1.9% after)	Cost
Year 1	\$20,731.16
Year 2	\$20,795.16
Year 3	\$20,795.16
Year 4	\$21,190.16
Year 5	\$21,592.88
Year 6	\$22,003.15
Year 7	\$22,421.21

With the discounts the library has negotiated, the total would be \$139,957.99 for the 7 years (without the discounts, the total price would be \$238,472.03).

Migration Issues

If the library chose to select a new vendor, it would have to pay SirsiDynix nearly \$15,000 to migrate its data to the new company. In addition, migration would result in extensive staff training time and at least some interruption of service to patrons as well as public education.



City of Bellevue

Bellevue Public Library

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New Add-on Features

With the discounts the library has negotiated for customer loyalty, it is possible to purchase new add-on services that will benefit patrons and staff without paying more money than was budgeted last year (\$21,262.98). These services include the BlueCloud Mobile App, the Enterprise catalog interface, and eResources Central, an electronic resources management tool. Among the features these services will include are the following:

- SMS notifications to patrons (texting)
- An App that works on Android and iOS system devices
- An App that can be custom branded to the Bellevue Public Library
- A catalog interface that allows showcasing new arrivals or other collections
- A more user friendly online catalog interface providing metasearch capabilities of both physical and digital resources
- Events integration
- An ability to link accounts through the App and/or Enterprise (especially for families)
- Social media presence as an integral part of the updated online catalog
- Statistics and patron usage obtainable through fully customizable reports

Other vendors

The library explored pricing of other ILS systems. Taking into account migration issues and other costs, the library found the following comparison:

Company	FY2017-18 Costs	Considerations	Ongoing Costs
SirsiDynix	\$20,731.16	Includes new add-on products	No additional costs Yrs 2&3; 1.9% increase for Yrs 4-7
Biblionix	\$28,400.2	Includes migration fee; add-ons unavailable	\$10,500 with no new add-on services; about 1% increase each year following
Innovative	\$47,700	Includes migration fee; includes set-up fee	\$22,000 ongoing costs with undetermined % increase in following years

Conclusion

The library has had an extensive relationship with SirsiDynix because of the quality of its ILS and general satisfaction with its services and support. A new, long-term agreement would ensure uninterrupted service to patrons, would provide new add-on features, and would provide for savings. The library has budgeted \$21,900 for the costs of automation services for Fiscal Year 2017-18, and the first-year costs for the new LTA would come in slightly under this amount. The library is seeking approval of this new LTA with invoices for the first year to be presented at the May 29th City Council meeting.

MASTER AGREEMENT BETWEEN BELLEVUE PUBLIC LIBRARY AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer"), with effect on the date of the last signature below ("Effective Date").

1.2 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

1.3 Incorporation of Quotes. "Quote" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

1.4 Incorporation of EULAs. Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

1.5 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

2. PRODUCTS USE RIGHTS; TITLE

2.1 Generally. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, and non-transferable license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform

migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use

Customer Initial and Date: _____

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and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.5** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

2.5. Software Maintenance. **2.5.1** Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services. **2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if

service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion. **2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

2.8 Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

2.9 Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third

Customer Initial and Date: _____

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 SirsiDynix®

parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

2.10 Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

2.11 License Grant by Customer. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

2.12 Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

3. FINANCIAL TERMS

3.1.1 Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

3.2 Taxes. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

3.3 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

4. CONFIDENTIALITY

4.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.2 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by

law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

6. INDEMNIFICATION

6.1.1 By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

6.2 By Customer. To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7. WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify

Customer Initial and Date: _____

SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

7.2 SirsiDynix Subscriptions. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

7.3 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

7.4 Third Party Products. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

7.5 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

7.6 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

9. TERM AND TERMINATION

9.1 Term of Master Agreement. Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

9.2 Product and Services Term. The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote ("Initial Term"). The Initial Term and any renewal term shall automatically renew for the same length as the Initial Term unless either party gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription or Maintenance service. The Initial Term and renewal terms are referred to as the "Term".

9.3.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

9.4. Suspension. SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

Customer Initial and Date: _____

10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

10.4 Delegation. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

10.5 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.6 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.7 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.8 Compliance. During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

10.9 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email

to SirsiDynix at legal@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.10 Relationship. The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.11 Invalidity. If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.12 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

10.13 No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

10.14 Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

10.15 Third Party Beneficiaries. All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

10.16 Governing Law and Venue. The Master Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Utah to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United Nations Convention on Contracts for the International Sale of Goods.

10.18 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic

Customer Initial and Date: _____

and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

10.19 Headings and Drafting. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

10.20 Attorney's Fees. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

END OF MASTER AGREEMENT

Bellevue Public Library 1003 Lincoln Road Bellevue, Nebraska 68005	Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Customer Initial and Date: _____

Exhibit A - DEFINITIONS

"Circulation" means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

"Confidential Information" means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

"Customer Data" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

"Documentation" means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

"Effective Date" is defined in section 1.1.

"Error" means a material failure of a Product to conform to its functional specifications described in the Documentation.

"EULA" means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

"Go Live Date" means the date on which the Products are substantially ready for operational use for normal daily business.

"Hardware" means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"Internal Business Purposes" means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party

products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

"License Metrics" means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

"Maintenance" means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under "SirsiDynix Support Policies" (Document ID 125773) at <http://support.sirsidynix.com>.

"Operating Environment" means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

"Products" means Software, Subscriptions, Subscription Software, Services and Hardware.

"Protected Materials" means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

"Quote" is defined in Section 1.3.

"Services" means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

"SirsiDynix Software" means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

"Software" means the SirsiDynix Software and Third Party Software.

"Subscriptions" means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

"Subscription Software" means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

"Term" is defined in section 9.2.

"Titles" means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple Items, representing either identical items or volumes in a set, may be included in a single Title.

"Third Party Products" means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

"Updates" means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

"Users" means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: _____

SirsiDynix Technology Center
3300 N. Ashton Boulevard,
Suite 500
Lehi, UT 84043
Phone: 800-288-8020



QUOTE

Quote 94628 for:

Bellevue Public Library

Long Term Agreement - Maintenance Reduction

Quote valid until: May 30, 2018

Prepared by: Linda Bone

Inside Account Manager

This quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Purchase Details

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Year 1	Estimated Year 2
SirsiDynix Products	13,466	8,430
SirsiDynix Services	8,950	-
Third Party Products	175	180
Discount	(13,020)	-
Subtotal	9,571	8,610

Active Products

Quantity	Total Price	COMPONENT
1	2,050	Bibliotheca smartserve™
1	0	SIP2 License when purchased with Bibliotheca, 3M, OverDrive or EnvisionWare products
1	0	SirsiDynix Symphony SaaS Hosting Fee
1	6,123.74	SirsiDynix Symphony SaaS Core
1	0	SirsiDynix Symphony SaaS ReferenceLIBRARIAN
1	0	SirsiDynix Symphony SaaS SmartPort, Unlimited Users
1	0	Horizon-to-SirsiDynix Symphony SaaS iBistro PAC Option
1	1,372.68	SirsiDynix Symphony SaaS Acquisitions
1	1,372.68	SirsiDynix Symphony SaaS Universal SIP2
1	1,372.68	SirsiDynix Symphony SaaS Serials
344	918.38	Enriched Content Basic Public Subscription (Per 1000 Circ)
1	0	BLUEcloud MobileCirc, Annual Subscription

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Initial Term: Seven (7) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 0% in years 2 and 3 followed by 1.9% until Term renewal

The Initial Term and the Initial Term Annual Price Increase Cap set forth above shall apply to Active Products and new purchased Products/Services.

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

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Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Qty	Total Price Year 1
SirsiDynix Products		13,466
SirsiDynix SMS Notification for Symphony SaaS, Annual Subscription - 5K Message Package	1	600
SaaS Enterprise Annual Subscription	1	5,210
SirsiDynix eResource Central Gateway Services, Annual Subscription	1	3,190
SirsiDynix eRC Connector for OverDrive, Annual Subscription	1	Included
BLUEcloud Mobile, Annual Subscription	1	4,466
SirsiDynix Services		8,950
Consulting		
Enterprise SureStart-3	1	2,100
SirsiDynix Enterprise Theme Customization	1	880
BLUEcloud Mobile App and Template Branding	1	250
Product Delivery		
BLUEcloud Mobile Installation	1	250
SirsiDynix Enterprise Software Installation	1	1,400
SirsiDynix eRC Gateway Services Installation	1	850
SirsiDynix SMS Notification Software Installation	1	300
Project Management		
Project Management for all products in this Quote	1	1,330
Training		
BC824 SirsiDynix Enterprise: End User, Group	1	170
BC828 SirsiDynix Enterprise: Administration and Rooms Content, Group, Hands-on Lab	1	960

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COMPONENT	Qty	Total Price Year 1
BC862 BLUEcloud eResource Central, Private	1	240
BLUEcloud Mobile, Group	1	170
SYM746 Symphony SMS Notifications, Self-paced	1	50
Third Party Products		175
Solus Services for BLUEcloud Mobile App Delivery, Annual Subscription	1	175
Discount		(13,020)
Customer Loyalty		(5,040)
Services Discount		(7,980)
Quote Total		9,571

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Component Descriptions

Each description below relates to a quantity of one for the component. There may be more than one in this Quote.

SirsiDynix Products

BLUEcloud Mobile, Annual Subscription

BLUEcloud Mobile helps library users on Android or iOS devices discover physical and digital library resources, learn about library events and services, and self-manage their accounts. The application supports RFID and NFC services for self-checkout and in-library messaging. This offering combines the mobile development efforts of Solus LTD with BLUEcloud services like Search, eResource Central, and Commerce. One subscription entitles the library to one app which will connect to one SirsiDynix Symphony or Horizon database only. Minimum release: Symphony 3.5.2 or Horizon 7.5.4 and Web Services 2017.01

SaaS Enterprise Annual Subscription

SirsiDynix Enterprise is a state-of-the-art faceted search solution that empowers libraries to make their collections more searchable and discoverable than ever before. Capitalizing on fuzzy search logic technology never before available to libraries, SirsiDynix Enterprise delivers leading-edge faceted search capabilities, simplified search interfaces, and much more.

SirsiDynix eRC Connector for OverDrive, Annual Subscription

Provides access through SirsiDynix eResource Central Gateway Services to the approved content of one OverDrive main account. It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

SirsiDynix eResource Central Gateway Services, Annual Subscription

Minimum requirements: SirsiDynix Symphony 3.4.1 or Horizon 7.5.1 and above. eResource Central Gateway Services provides eBook integration which allows libraries to provide seamless access to all library resources via a single user interface. Open Library and Project Gutenberg content is available and included with this service.

SirsiDynix SMS Notification for Symphony SaaS, Annual Subscription - 5K Message Package

Subscription to the SMS Notification feature requires your ILS system to be on SirsiDynix Symphony 3.4.1 Patch Cluster 1 or above. Up to 5,000 messages included per year. Additional messages used, if allowed, will be deducted from the subsequent subscription package purchased. Messages not used at annual renewal will be forfeit. You may change the subscribed package to increase or decrease the number of messages at annual renewal time.

SirsiDynix Services

Consulting

Enterprise SureStart-3

SureStart is a layer of consulting support designed to smooth the transition to Enterprise by addressing configuration issues like search limits, profiles, etc.

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SirsiDynix Enterprise Theme Customization

Working with a SirsiDynix Consultant, theme customization addresses changing the look and feel of the product like colors, adding graphics, and using CSS to edit fonts and page layouts. This custom work is guaranteed to work on the version of Enterprise currently installed on the customer's system. SirsiDynix cannot guarantee compatibility with future releases. Updating custom work to be compatible with a later release will attract additional fees.

BLUEcloud Mobile App and Template Branding

Includes the creation of logos, icons, and color schemes for app store listings and in app visual assets. This work is usually done using a high quality logo from the customer.

Product Delivery**BLUEcloud Mobile Installation**

Includes enabling of the product and basic configurations in Web Services, BLUEcloud Central.

SirsiDynix Enterprise Software Installation

Includes installation of Enterprise in SirsiDynix SaaS facility, installation of Enterprise Agent on a Horizon or SirsiDynix Symphony ILS and installation/configuration of the appropriate Java Development (JDK). In addition; it includes the installation of Web Services for sites using SirsiDynix Symphony.

SirsiDynix eRC Gateway Services Installation

Includes installation and configuration of SirsiDynix eResource Central Gateway Services and one eRC connector.

SirsiDynix SMS Notification Software Installation**Project Management**

Project Management includes the services of a Project Manager. The Project Manager is your primary point of contact during the implementation. You will work with your project manager to plan timeframes, schedule resources from the professional services team, and coordinate with other departments at SirsiDynix to deliver products and services outlined in this quote.

Depending on the type of implementation, the Project Manager will do the following:

- Act as your primary SirsiDynix contact during your implementation
- Identify customer needs and key tasks to be accomplished by both the customer and SirsiDynix to ensure a successful implementation
- Organize meetings with you and appropriate SirsiDynix staff to kick off your implementation project
- Work with SirsiDynix global operations staff to develop, communicate, and manage the overall implementation schedule
- Bring key SirsiDynix staff onto the project to ensure proper resources are available to meet critical milestones of your schedule
- Report to you regularly via phone and email status reports to keep everyone apprised of project progress
- Monitor quality control checks at critical intervals in your project
- Assist with the transition from Implementation phase to Customer Support

Training

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BC828 SirsiDynix Enterprise: Administration and Rooms Content, Group, Hands-on Lab

One seat in a group distance hands-on lab course for Enterprise Administration and Rooms. This class focuses on the maintenance of Enterprise Profiles and Rooms. By the end of the course you will know how to manage access to profiles and rooms, the search configurations within each, and control how often content updates from the ILS to Enterprise.

BC824 SirsiDynix Enterprise: End User, Group

One seat in a group distance instructor-led course for Enterprise End User training. This class focuses on performing searches and maneuvering through the end-user interface. You will learn how to use the facets and different search types. By the end of the class you should know how to: - Use Did you mean? and other search suggestions - Limit search results by item library, item type, or other search facets - Utilize email and print options - Check item availability as well as place hold requests - Write a patron review"

BC862 BLUEcloud eResource Central, Private

Eight seats in a Private distance instructor-led course for eResource Central.

BLUEcloud Mobile, Group

One seat in a group distance instructor-led course.

SYM746 Symphony SMS Notifications, Self-paced

Learn to set up and send SMS notifications in batch or individually via SirsiDynix Symphony. This training is available in English only.

Third Party Products

Solus Services for BLUEcloud Mobile App Delivery, Annual Subscription

Includes creation of iTunes App Store and Google Play listings and metadata and the deployment of the apps to each marketplace.

This quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Terms and Conditions

Current Contract License Limits:

Up to 250,000 titles.

Up to 50 Staff Users.

Up to 415,000 annually circulated items.

SirsiDynix may add and/or substitute equivalent products for any third party items in the event of product unavailability, Software requirements and/or model number changes.

SirsiDynix Professional Services performed by way of remote network access require ssh (Unix/Linux), Remote Desktop (Windows) or unattended Logmein Rescue (Windows) access for the duration of the project. The library may limit connectivity to the SirsiDynix Corporate IP address or implement a Cisco AnyConnect VPN tunnel. Other remote connectivity options may incur additional fees, onsite travel fees or void the ability of SirsiDynix to perform the project. A full description can be found in the Access Requirement for Support Guide on our customer support website.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Payment Terms

The term of any quoted products is for no less than seven (7) years and shall automatically renew for the length of the Initial Term. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Following the first year of System operation, Maintenance and Subscription fees will be subject to annual increases. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

SirsiDynix Products and Services

- 100% due upon delivery of the first of any quoted SirsiDynix Products and Services

Third Party Products

- 100% due upon installation of third party products

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the

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current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

This quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Signature(s)

**Customer Signature:
Bellevue Public Library**

Sirsi Corporation dba SirsiDynix Signature:

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Printed)

Name: _____
(Printed)

Job Title: _____

Job Title: _____

Date: _____

Date: _____

Billing Address:

Bellevue Public Library
1003 Lincoln Road
Bellevue
Nebraska 68005
United States

This quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.



City of Bellevue

Office of the City Administrator

May 10, 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/Mayoral Candidate Hike
- *Attended Police Retirement Plan review update
- *Met w/staff to review ADA oversite
- *Attended Sarpy County Sarpy Cities Wastewater Agency meeting
- *Met w/staff to review 15th Street extension concepts
- *Attended SCEDC quarterly meeting
- *Met w/representative of Zimmerman Properties to discuss possible development
- *Met W/White Lotus representatives to review planning for storage units
- *Attended Crime Stoppers officer recognition luncheon
- *Met w/Citizens Advisory Review Committee for preliminary review of project application
- *Attended Mincer retirement gathering
- *Attended Bellevue Chamber Small Business Awards luncheon
- *Attended Earth Day events
- *Met w/manufacturing representatives to discuss financial assistance application for city property
- *Participated in conference call to discuss signal enhancement for cell services
- *Met w/staff to review Galvan Road/Harlan Drive median breaks
- *Met w/staff to review hiring for ambulance billing support
- *Attended "Playing by the Rules - Ethics at Work" presentation
- *Attended Metro Administrator's Quarterly Luncheon – on line permitting
- *Attended three consultant interviews for feasibility assessment engagement for Bellevue Public Library
- *Attended street naming ceremony – Jerry Ryan Plaza @ American Heroes Park
- *Met w/CCmember Burns and representatives of N.P. Dodge Company to discuss Olde Towne property redevelopments

May 10, 2018

Page 2

#Attended United Cities of Sarpy County monthly meeting

*Met w/staff to discuss police records management upgrades scheduling and budget

*Met w/Sarpy Wastewater Agency Administrators in preparation for monthly Agency meeting

*Attended Sarpy County Local Emergency Planning Committee meeting

*Attended Bellevue Civil Service Commission meeting

*Attended Fairview School tree planting event

*Met w/staff and CCmember Shannon to review code on group homes

#Topics included legislative update and Sarpy Wastewater Agency budget development

Printed on old letterhead to use up stock



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

Department Activity Report May 9, 2018

Administrative Services Director

- FMLA case management (3)
- Leadership team meeting 4/24
- ADA Oversight Committee 4/24
- Recognition & Appreciation committee; Assist with planning 1 retirement reception 4/27, and the summer employee appreciation picnic.
- Attend 2 meetings regarding personnel matters
- New hire employee orientation meeting (1) 4/30
- Ultipro Customer Success Transition Introduction call 4/30
- Coordinate vendor agreement for document imaging historical payroll records
- Coordinate removal of confidential personnel records to secured storage in the new City Hall storage
- Attend street dedication ceremony for Mayor Ryan 4/4
- Attend Employee Assistance Program annual report meeting and Coordinators luncheon
- Attend Senior Citizen Center Board meeting 5/7
- Finalize pick up of two new minibuses for Specialized Transportation Service 5/8
- 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 & testing
- UltiPro status meetings (13)
- Payroll conversion pay code testing
- Employee access assignment
- Supervisor & employee timekeeping training sessions (7)

- Civil Service meeting 5/8
- Payroll processing 04/20, 5/4

As per your request the following is a synopsis of the day to day activity performed by the - HR Coordinator and Personnel Technician, May 2 through May 15, 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. Copy and scan all scored goal sheets for Performance Management Review committee.
- Recorded Performance Evaluations – 8 Verifications of Employment – 4

- **Applicants/Recruitment:** Park & Recreational Seasonal, Electrical Inspector, Building Inspector, Fabrication Supervisor, Traffic Sign/Signal Supervisor
- Regret letters- AEO I - Street

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

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

- **Benefit Administration:**

- COBRA Notices – 3
- 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
-
- **Payroll Administration:**
- Prep, E-Verify and Process New Hires - 30
- Background Checks - 15
- Medical Testing for New Employees - 6
- Salary authorizations sheets sent to supervisors, directors and City Administrator in preparation for payroll increases and performance awards.
- Audited TASC payroll verification and sent PVR and finalization to finance
-
- **Reports:**
- Prepared Activity Report for HR Manager
-
- **On-Going Projects:**
- Scan and File all Performance Management reports, target and scored target.
- Prep new contract year sheets for Grade/Step/Anniversary Date/Changes
- Auditing of Personnel Files to include updating database with new information
- Auditing of I-9 forms
- Cover Human Service Desk for absent Secretary and during lunch hour.
- Prepare orientation packets & manuals for new employees.
- Purging files in readiness for move
- Auditing benefit deductions for new payroll software

**City of Bellevue
Human Service Dept. Monthly Report
April 20118**

The following activities were undertaken by the *Human Service Program Specialist* for the month of *April 2018*:

A. Attended the following meetings:

- 1) Bellevue Ministerial Meetings...4/5, 4/12, 4/19, 4/26
- 2) Energy Meeting...4/19
- 3) Community Response...4/2, 4/9, 4/16, 4/23, 4/30
- 4) 100 Day Challenge...4/17
- 5) CTC...4/18
- 6) Elderly/Mentally Ill Taskforce...4/18
- 7) BMA Regional Meeting...4/10
- 8) Head Start Strategic Planning...4/20

B. Other tasks undertaken:

- 1) Compiled Bellevue Food Pantry Statistics for March.
- 2) Compiled financial assistance numbers for April.

3) Began taking applications for the Senior Citizen and Disabled community for the Spring Clean-up.

C. Social Assistance Cases:

Emergency food orders 6
Crisis counseling 12
Application for MUD assistance 0
Application for Rent assistance 8
Assisted with OPPD 3
Application for Black Hills Assistance 1
Adult Crisis Assistance 0
CR Applications...0
Gas Vouchers...0
Total households approved for financial/pantry assistance: 18
Total households assisted/referrals: 29
Total No Show Appointments 12

These client contacts provided direct food crisis assistance to 7 adults and 8 children.

Total of 15 individuals assisted.

The Program Specialist interacted on 57 collateral calls on behalf of clients.

The Human Service Office assisted with 5 food orders, and issued 6 food vouchers and recorded another 265 cases for food assistance on the food pantry data base for a total of 271 households, (Combined total between Bellevue Human Services and ENCAP).

There was a total of 12 people who did not show up for their scheduled appointment with me. That being said, I believe, that many of these people had bills that were just too high for our donated funds to put a dent in. I have taken several phone calls of this nature as well. The food pantry is still thriving proving that there is a need in Bellevue.

Specialized Transportation

- Two new replacement Specialized Transportation vehicles were picked up from the State Department of Transportation on 5/8/2018.



City of Bellevue

Office of the City Clerk

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

May 8, 2018

From: Sabrina Ohnmacht, City Clerk

RE: Information for Administration Report

Susan will be attending the Excel 3 Class on Wednesday, May 9th.

All Non-Class "C" Liquor Licenses have been paid for and picked up.

We received 20 Fireworks applications this year. BJSa and the Bellevue East Booster Club have dropped out but have been replaced by the Bellevue West Band Boosters and the 557 Weather Wing Top III. Formal approval letters will be sent out next week.

I will be out on Friday, May 11th.



CITY OF BELLEVUE
FINANCE DEPARTMENT

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

Bellevue Finance Department
Status Report May 14, 2018

ACCOUNTING AND FINANCE

- Building FYE2019 Budget
- Treasury management; Deposit confirmations, Researched undocumented cash receipts
- Finalized and sent 2nd quarter financials
- Reconciled multiple payroll a/p accounts; downloaded / imported payroll into Abila
- Issued payments for approved expenses
- Reclassed/Transferred expenses between departments
- April Bank Reconciliations
- Adjusted rights to approved used in Abila system
- Retrieved document for and answered YTD financial questions for departments
- Monthly allocations
- Data Entry of Journal Entries for department
- Authorized CDBG reimbursement request
- Researched bills on minute record
- Paid bills online as approved/requested
- Booked Various Cash Receipts
- Processed credit card transactions and reconciled statements
- Prepared Minute Record / Research bills on minute record
- Verified and booked receipts from PayPort System and Haworth Camping System
- AP Review
- Sales Tax and Lodging Tax monthly analysis and JE
- Paid bills online as approved/requested
- Met with several departments to update forecast
- Quarterly Forecast and Capital Forecast updates/variance explanations

CDBG:

- Reviewed all CDBG applications for eligibility requirements and notify CDBG Applicants regarding acceptance of applicants, eligibility categories, public hearing notice, and questions regarding the application content
- Prepared CDBG Committee member's application and information packets for review and answer questions regarding the applications
- Began preparing for the 2nd CDBG public hearing for the funding application process including preparation and distribution of the public notice and postings
- Completed close out of the Hike Business Park, Building Façade Improvement Project and closed the project in IDIS
- Met with subrecipients Buckley Construction, Project Houseworks, and B&B Classic for project status reports and updates to the timeline for completion

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
- Processed appropriate invoices for payment
- Continued to manage modified duties for restricted employees
- Coordinated the Bagels n More Educational Wellness session for May 30
- Took a PP2 computer class at Sarpy County
- Continued processing safety boot and RX safety eyewear requests for eligible employees
- Conferred with Legal on litigation and/or potential litigation matters
- Provided new employee orientation to two new employees

Safety Inspector:

- Inspection and report on deteriorating ADA ramp at the old bank (now removed)
- ADA meeting
- Inspected Ward 1 parks
- Coordinated with building maintenance to move the final remaining items from 210 City Hall offices and EEOC building
- Conducted all duties associated with auctioning surplus equipment
- Total Gov Deals sales to date: **\$253,500 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 5/7/2018

A. General Items:

- QA/QI
- Riverfest planning meeting on 5-11
- Exercise design meeting-Operation Bruin Safety Monday
- End of month reporting.
- Will be reviewing changes to specs on new medic unit as result of last week's trip to Braun
- Captains working with Staskiewicz to create additional RTF (rescue task force) scenarios for training.
- Working up protocol/guideline updates.
- Working on training schedule for next quarter.
- Working on RFP for cell phone contract.
- Continuing to work on creating new ALS protocol exam with online software.
- Moving the phone equipment from old City Hall to 1510 Wall.

B. Training:

- Continue Mass Casualty Incident training.
- Summer environmental emergencies.
- Tactics for battling Fires in hoarder homes.

C. Inspections:

- Traveled to Van Wert OH. For pre build meeting for new Med Unit.
- **The Landings Apartments the following buildings.**
- Building #3 3476 Gregg PLZ Above ground fire sprinkler test.
- Building #4 9950-52 S 35th PLZ Fire alarm acceptance test and above ground fire sprinkler test.
- Building #5 9964 S 35th PLZ Above ground Fire sprinkler test.



City of Bellevue

Fire Department

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

D. Calls: April 17th through May 7th

Fire – 86

Rescue - 230

E. Ambulance Billing

April 1-30, 2018

\$ 175,871.00 has been billed out to insurance companies (229 insurance claims)
<\$ 79,141.95>approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of \$175,871.00)

\$ 96,729.05 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 54,060.22 deposited into the bank April 1-30, 2018.

\$ 3,575.29 in Credit/Debit card payments for April 1-30, 2018.

\$ 57,635.51 **TOTAL** April 1-30, 2018 rescue fee revenue

Statement Billing:

262 statements were mailed to patients for unpaid account balances.

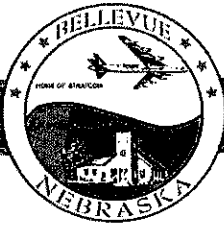
These statements totaled \$146,434.83

This is money owed the City from patients who have balances on their accounts after their insurance has paid **OR** patients who are self-pay.

F. Manpower Report Staffing

Staffing Report from 4/16/2018 through 4/22/2018

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	Full	
Wednesday	PM	Full	
Thursday	AM	E-21	3-Person
Thursday	PM	Full	



City of Bellevue

Fire Department

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

Friday	AM	Full	
Friday	PM	Full	
Saturday	AM	Full	
Saturday	PM	E-21 3-Person	
Sunday	AM	Full	
Sunday	PM	Full	

Staffing Report from 4/23/2018 through 4/29/2018

Monday	AM	E-21 3-Person	
Monday	PM	Full	
Tuesday	AM	E-1 3-Person	
Tuesday	PM	Full	
Wednesday	AM	Full	
Wednesday	PM	Full	
Thursday	AM	Full	
Thursday	PM	Full	
Friday	AM	Full	
Friday	PM	Full	
Saturday	AM	Full E-1,31,41 3-Person	EMS Asst. O.O.S.
Saturday	PM	E-21 3-Person	
Sunday	AM	E-21 3-Person	
Sunday	PM	E-21,41 3-Person	



City of Bellevue

Fire Department

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

Staffing Report from 4/30/2018 through 5/6/2018

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	E-1,41	3-Person
Tuesday	PM	Full	
Wednesday	AM	Full	
Wednesday	PM	Full	
Thursday	AM	E-21,41	3-Person
Thursday	PM	E-41	3-Person
Friday	AM	E-21	3-Person
Friday	PM	Full	
Saturday	AM	E-1,21	3-Person
Saturday	PM	E-21, 41	3-Person
Sunday	AM	E-41	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: 4/23/2018

- The Bellevue Library Board met on Wednesday, April 18th. Among the agenda items were a review of the Site Feasibility Proposal process and of board member terms and vacancies. The position held by Board Member Barbara Helwig expires in June 2018. By term limitations, her position will become vacant. Board members will seek potential candidates to fill the post.
- Some 40 persons enjoyed a potluck luncheon as the library hosted its annual Volunteer Appreciation celebration on Monday, April 16. The luncheon, planned by Linda Hanson, library office manager and volunteer coordinator, honored adult volunteers for their contributions throughout the year. Altogether, volunteers contributed over 4,000 hours to help the library in Fiscal 2016-17. Junior Friends and Young Adult volunteers are treated to a pool party each year to thank them for their help, usually in July or August.
- Registrations for the Adult Library Program in 2018 have set an all-time high. Just three weeks into the program, more than 640 persons have registered. The ALP continues through May 12th.
- Directors from the Sarpy County libraries met in La Vista on Tuesday, April 17th, to continue preparations for the author event featuring Craig Johnson. Johnson will be at the Beardmore Event Center in Bellevue on Friday, Aug. 17th. Tickets and other materials are planned to be ready in May for each library to share with their patrons.
- Frankie Hannan, Head of Adult Services, participated in the Bellevue Women's Club Style Show at the Beardmore Event Center on Saturday, April 21, as a model. Proceeds to from the event will go to the Bellevue Food Pantry, Bellevue Little Theatre, Bellevue Police Department K-9 Unit, Bellevue Senior Community Center, Sarpy County Historical Museum, and Safe Haven Transitional Shelter.
- 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 3rd has been scheduled for the interviews.



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: 5/1/2018

- The Young Adult and Children's departments are busy preparing for their annual Summer Library Programs (SLP) which will kick off in the latter part of May. The Children's Department wrapped up their final week of storytimes and will devote most of the month of May to SLP planning and to training staff and volunteers. The Young Adult Department will hold ongoing monthly programs and will also plan Bellya Volunteer training sessions.
- Raffle tickets are still available in connection with the 2018 OmahaGives fundraising campaign for the Bellevue Library Foundation. Five baskets are offered with prizes totally over \$350 for each. Tickets will be sold through 9 p.m. of OmahaGives day, May 23rd. All proceeds go to the Foundation in support of library projects and services.
- Over 160 enthusiastic people attended a Celtic music program presented by Erin Lewis and Friends as part of the Midday Music series on April 25. The series is part of this year's Adult Reading Program, which has as a theme "Libraries Rock!" The final two music programs will feature the Bellevue West High School West Connection show choir on May 2 at 12 p.m. and Appalachian music with Collin Hatcher on Wednesday, May 9, at 12 p.m. All concerts are free and open to the public.
- About 20 students and sponsors from the College Possible program at Bellevue East High School spent a service day at the library on Thursday, April 26th. The students worked from about 3:45 to 5:15 p.m., tackling a variety of projects including picking up trash around the outside of the building, cleaning meeting room tables and chairs, shredding documents, stamping items for the Summer Reading programs, etc. Their help was very much appreciated!
- The library held special programs on pollinator gardening, zero sugar cravings, and a paint-along with Bob Ross for the Adult Library Program during the week. In addition, the Children's Department held Art Attack: Creating Exploding Pain Art, combining paint and Alka-Seltzer to create one-of-a-kind art for children in Grades 3-6. On Saturday, April 28, they held a Soaptacular event, helping children make bug-shaped soap. All programs were free to the public.



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: 5/8/2018

- Junior Friends of the Bellevue Public Library made over \$200 in tips during a Community Impact Fundraising night at the Pizza Ranch in Papillion. The young people bussed tables for tips that evening, and they will also receive 10 percent of the sales for the evening from Pizza Ranch. A second date has been set for Monday, May 28, when the Junior Friends will work again at Pizza Ranch from 4 to 8 p.m. The Junior Friends are using money previously earned to build some Little Free Libraries for the community which they hope to have in place this year. All monies received will go toward Children's library programs and services.
- Sandra Astleford, Assistant Library Director and Systems Administrator, attended the Sirsi Nebraska Users Group meeting at Central Community College in Columbus on Thursday, May 3. At this annual event, SirsiDynix representatives presented the latest developments in software and services offered to libraries.
- Michelle Bullock, Head of Children's Services, Alice Boeckman, Assistant Children's Librarian, and two Junior Friends participated in the 2018 Sarpy County Earth Day Celebration & Expo at the Lied Activity Center in Bellevue on Sunday, April 29th. Over 200 people visited the library's booth to learn about services and programs the library offers.
- The library launched a partnership with Fontenelle Forest on Tuesday, May 1, through which the library will check out passes to the Forest. Library cardholders will be able to check out one family day pass per week to the forest through this program. The pass permits two adults and children (17 years and younger) in the household to visit the Forest. There are seven passes available, i.e., one for each day of the week. By Friday of the first week, all but one had been checked out.
- Interviews were held from a selected short list of architectural firms for the Library Feasibility Assessment project on Thursday, May 3. The list of three was determined by the Selection Committee from an initial six proposals. Selection Committee members include Thomas Burns, City Council Member, Joe Mangiamelli, City Administrator, Jeff Roberts, Public Works Director, Julie Dinville, Library Director, John Seyfarth, Library Board President and Bellevue Library Foundation member, and Lupe Mier, Treasurer of the Bellevue Library Foundation. After the interviews, it was the consensus of the Committee to offer the project to Clark Enersen Partners of Lincoln. Mr. Mangiamelli has asked Clark Enersen to draft a scope of services proposal in advance of a meeting with their team scheduled for the week of May 14.



City of Bellevue

Office of the Planning Department

To: Mayor Sanders, City Council, and City Administrator Mangiamelli
From: Chris Shewchuk, Planning Director *CMS*
Date: May 9, 2018
Subject: Department comments for Administration Report

I attended the Sarpy County Economic Development Corporation quarterly meeting held at Oxbow Animal Health and toured the facility.

Planning staff participated in a meeting regarding a potential convenience store at the southwest corner of 22nd Street and Chandler Road.

I attended a meeting with other Sarpy County jurisdictions regarding the future waste water plan and growth management policies for the southern Sarpy area.

Tammi and I attended a meeting with out-of-town developers who are interested in developing apartment projects with the assistance of NIFA funding; they have not yet been successful in securing the NIFA grants.

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

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

Staff met with the developer of the proposed self-storage facility on the northeast corner of 25th Street and Chandler Road; an amendment to the CUP is on the current Council agenda to allow him to move forward with the project.

I have begun working with the Finance Department on the FY 2019 Planning Department budget; in conjunction with the City budget, I have also started work on the FY 2019-2024 Capital Improvement Plan.

INTEROFFICE MEMORANDUM

TO: JOE MANGIAMELLI
FROM: ACTING CHIEF STUKENHOLTZ
SUBJECT: DIRECTORS BRIEF
DATE: 5/8/2018

Detective Michael Holm was honored as the Bellevue Police Department's recipient for The Sarpy County Crimestoppers Officer of the Year for 2017.

Conducted over 30 interviews of Police Officer candidates.

Angela Curry began working in Code Enforcement as Code Enforcement Technician.

Bryan Mercer was promoted to the rank of Sergeant.

Sarpy County Drug Law Enforcement and Education Fund Board Meeting May 10th.

Meeting with Omaha Public Schools Principals and Administration May 10th.

Code Enforcement Stats:

April 23	April 30	May 7
Calls – 255	237	228
Notices:		
Zoning – 9	7	6
Nuisance – 60	59	43
Clean Ups – 0	0	3
Tree Removal – 0	0	0
Certified Notices – 10	6	8
Officer Initiated – 39	21	23
Towed Vehicles – 2	1	0
Red Tags – 4	2	1



Public Works Director's Report

May 14, 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 05.09.17, 05.23.18
 - Superintendent meetings 05.15.18, 05.29.18
 - MAPA TTAC 05.19.18

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 05.18.18
 - UCC monthly meeting 05.11.18

Parks: Brian Madison

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

Recreation: Jim Shada

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

- Baseball/Softball - 720
- Spring Training - 94
- Flag Football - 73
- Sports Camp - 65
- Tennis Lessons - 107



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- Track Club - 53
- Swimming Lessons - 375
- Swim League - 24
- Swim Passes - 40
- Total Registration to Date - 1628
- Total Revenue to Date - \$48,196

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	2	19
Human Services		
Public Works		
Parks	8	17
Recreation	2	1





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Cemetery	1	7
Streets	12	10
Fleet Maintenance	1	5
Permits & Inspections		
Police	21	54
Fire	7	25
Wastewater		

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 05.28.18