

## Bellevue City Council Meeting

Monday, September 24, 2018 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Jonas Myers, Calvary Christian Church, 10100 Cedar Island Road
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, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda
    1. \*Approval of the Minutes from the September 10th, 2018, meeting
    2. \*Approval of Claims
    3. \*Approving the Reappointments of Doug Hill, Ralph Gladbach, and Steve Johnson to the Design Review Board for three-year terms ending in August 2021; the Reappointments of Al Povondra, Bob Cook, Steve Knutson, and Eric Ritz as Alternates to the Design Review Board for three-year terms ending in August 2021; the Appointment of Leland Jacobson to the Complete Streets Citizens Advisory Panel; the Appointment of Roxann Hamilton as the Resident Commissioner to the Bellevue Housing Authority; and the Appointment of Sherry Bergen to the Library Board for a five-year term ending June 2023 (Mayor)
    4. \*Approving the Reappointment of Jack Charvat to the Civil Service Commission for a five-year term ending June 2023 (Administration)
6. SPECIAL PRESENTATIONS: None
7. LIQUOR LICENSES:
  - a. Willow Springs Bottling Co. Inc., dba "Cornhusker Beverage Mart" - Application for a Special Designated Liquor License to sell beer, wine, and distilled spirits during a graduation reception in the Symposium Administration Building at Bellevue University, 1000 Galvin Road South, on November 15, 2018, from 2:00 p.m. to 7:00 p.m. (City Clerk)
  - b. Willow Springs Bottling Co. Inc., dba "Cornhusker Beverage Mart" - Application for a Special Designated Liquor License to sell beer, wine, and distilled spirits during a wine tasting at Daniel Gross High School, 7700 South 43rd Street, on November 16, 2018, from 5:00 p.m. to 10:00 p.m. (City Clerk)
8. ORDINANCES FOR ADOPTION (3rd reading):
  - a. Ordinance No. 3912: Creation of a Clean Energy Assessment District (Administration)
    1. Resolution No. 2018-29: Approving the Interlocal Cooperation Agreement with the City of Omaha for Implementation of the Clean Energy Assessment Program (Administration/Public Works Director/Planning Director)

b. Ordinance No. 3914: Sewer Rates Increase (Public Works Director/Wastewater Operations Manager)

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

10. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 3915: Vacating a portion of Galvin Road abutting Lot1, Lundgren's Addition (Public Works Director/Manager of Engineering Services) Staff requests waiving the statutory three readings, holding a public hearing, and voting at this meeting.

1. Resolution No. 2018-28: Approving the proposed Dunkin' Donuts Redevelopment Agreement (Administration/Public Works Director/Planning Director)

11. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: None

12. RESOLUTIONS:

a. Resolution No. 2018-30: Approving an Acquisition Services Contract between the City of Bellevue and Midwest Right-of-Way Services for the 36th Street Improvement Project (Public Works Director/Manager of Engineering Services)

13. CURRENT BUSINESS:

a. Approval of a two-year contract, with an option for an additional two years, for Cellular Phone and Modem Services with U.S. Cellular in the amount of \$168,393.91 plus taxes (Fire Chief)

b. Approval of the First Addendum to the Interlocal Cooperation Agreement between Sarpy County and the City of Bellevue for IT Services (Fire Chief)

c. Approval of and Authorization for the Mayor to sign the Interlocal Cooperation Agreement between Sarpy County and the Cities of Bellevue, LaVista, and Papillion to share the costs of ProPhoenix, an integrated Public Safety Software System, in an amount up to \$258,828 for Bellevue (Police Chief/Capt. Stukenholtz)

d. Request for Approval to purchase two John Deere Gators for the Parks Department from Sourcewell Grounds Maintenance 062117-DAC in an amount not to exceed \$23,209.86 (Public Works Director/Parks Superintendent)

e. Approval of the proposal to Renew the Property/Casualty Insurance with Travelers and Safety National for FY 18-19 in the amount of \$412,439 (Finance Director)

14. ADMINISTRATION REPORTS:

15. PUBLIC REQUESTS TO BE HEARD

16. CLOSED SESSION: None

17. ADJOURNMENT

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15. PUBLIC REQUESTS TO BE HEARD
16. CLOSED SESSION: None
17. ADJOURNMENT

# MINUTE RECORD

Bellevue City Council Meeting, September 10, 2018, Page 1

In the absence of Mayor Rita Sanders, a meeting of the Mayor and Council of the City of Bellevue was called to order by Council President Jim Moudry at the Bellevue City Hall on the 10<sup>th</sup> day of September, 2018, at 6:00 p.m. Present were Council Members Paul Cook, Pat Shannon, Donald Preister, Thomas Burns, and Jim Moudry. John Hansen was absent.

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

## **Pledge of Allegiance and Invocation**

The Senior Patrol Leader of Boy Scout Troop 231 led in the Pledge of Allegiance. Pastor Thure Martinsen, Golden Hills Seventh Day Adventist Church, 3005 Golden Boulevard in Bellevue, gave the invocation.

## **Open Meetings Act**

Council President Moudry 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 Shannon, seconded by Burns, to approve the agenda.

**Motion** was made by Shannon to remove Item 12b, Resolution No. 2018-27: Requesting the City Council give notice to the property owner(s) at 1501 Galvin Road South to repair the sidewalk adjacent to the property, according to the City of Bellevue's specifications, from the Agenda. Motion died due to lack of a second.

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

## **Approval of the Consent Agenda**

**Motion** was made by Burns, seconded by Preister, to approve the Consent Agenda which included the following: approving the Minutes of the August 27, 2018, Council meeting, acknowledging receipt of the Minutes from the August 23, 2018, meeting of the Planning Commission, approving the claims payable to date, approval of applications for Waivers of Hunting Regulations, and approval and ratification of the Memorandum of Understanding between the City of Bellevue and the International Association of Firefighters Local 4906 to comply with recently enacted legislation concerning military leave. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none; absent: Hansen. Motion carried.

## **SPECIAL PRESENTATIONS:**

### **Proclamation: Designating September 17 thru 23, 2018, as "Constitution Week" in the City of Bellevue**

Council President Moudry read the proclamation designating September 17 thru 23, 2018, as "Constitution Week" in the City of Bellevue and presented it to Boy Scout Troop 231.

### **Proclamation: Designating September as "Library Card Sign-up" Month**

Council President Moudry read the proclamation designating September as "Library Card Sign-up" month and presented it to Library Director Julie Dinville.

## **LIQUOR LICENSES:**

### **Old Town Tavern, LLC – Application for a Special Designated Liquor License on October 13, 2018**

The application of Old Town Tavern, LLC for a Special Designated Liquor License to sell beer, wine, and distilled spirits in a beer garden during "Octoberfest" at 107 West Mission Avenue, on October 13, 2018, from 11:00 a.m. to 1:00 a.m., was presented for Council consideration. Mr. Greg Sokolik was present to answer any questions.

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

**Motion** was made by Preister, seconded by Burns, to recommend to the Nebraska Liquor Control Commission the application of Old Town Tavern, LLC, for a Special Designated Liquor License to sell beer, wine, and distilled spirits in a beer garden during "Octoberfest" at 107 West Mission Avenue, on October 13, 2018, from 11:00 a.m. to 1:00 a.m., be approved.

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

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



# MINUTE RECORD

Bellevue City Council Meeting, September 10, 2018, Page 2

## **St. Matthew Catholic Community - Application for a Special Designated Liquor License on October 19, 2018**

The application of St. Matthew Catholic Community for a Special Designated Liquor License to sell beer, wine, and distilled spirits during a "Trivia Night" at 12210 South 36<sup>th</sup> Street, on October 19, 2018, from 5:30 p.m. to 11:30 p.m., was presented for Council consideration. Mr. Scott Eversole was present to answer any questions.

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

**Motion** was made by Cook, seconded by Burns, to recommend to the Nebraska Liquor Control Commission the application of St. Matthew Catholic Community for a Special Designated Liquor License to sell beer, wine, and distilled spirits a "Trivia Night" at 12210 South 36<sup>th</sup> Street, on October 19, 2018, from 5:30 p.m. to 11:30 p.m., be approved. Roll call vote on the motion was as follows: Cook, Shannon, Preister, and Burns voted yes; voting no: none; abstaining: Moudry; absent: Hansen. Motion carried.

## **St. Mary's Church of Bellevue - Application for a Special Designated Liquor License on October 19, 2018**

The application of St. Mary's Church of Bellevue for a Special Designated Liquor License to sell beer and wine during a "Trivia Night" at 903 West Mission Avenue, on October 19, 2018, from 6:00 p.m. to 11:00 p.m., was presented for Council consideration. Mr. William Wessling was present to answer any questions.

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

**Motion** was made by Cook, seconded by Shannon, to recommend to the Nebraska Liquor Control Commission the application of St. Mary's Church of Bellevue for a Special Designated Liquor License to sell beer and wine during a "Trivia Night" at 903 West Mission Avenue, on October 19, 2018, from 6:00 p.m. to 11:00 p.m., be approved. Roll call vote on the motion was as follows: Cook, Shannon, Preister, and Burns voted yes; voting no: none; abstaining: Moudry; absent: Hansen. Motion carried.

## **ORDINANCES:**

### **Ordinance No. 3908: Amending Section 2-30 of the Bellevue Municipal Code concerning the Order of Business (Third Reading)**

Ordinance No. 3908, 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, was read by title only for the third and final reading.

**Motion** was made by Shannon, seconded by Cook, that Ordinance No. 3908 be adopted. Council President Moudry asked "Shall Ordinance No. 3908 be passed and adopted?" and upon roll call the following voted yes: Cook, Shannon, and Moudry; voting no: Preister and Burns; absent: Hansen. Council President Moudry proclaimed Ordinance No. 3908 passed and adopted.

### **Ordinance No. 3911: Amending Sections 5.22, 5.23, 5.24, and 5.26 of the Bellevue Zoning Ordinance regarding "Exercise, Fitness, and Tanning Spas" as a Permitted Use in the BG, BGM, BGH, and FX zoning districts Applicant: City of Bellevue (Third Reading)**

Ordinance No. 3911, an ordinance to amend Sections 5.22, 5.23, 5.24 and 5.26, Ordinance No. 3619, Bellevue Zoning Ordinance, relating to exercise, fitness, and tanning spas as a permitted use in the BG General Business zoning district, BGM Metropolitan General Business zoning district, BGH Heavy General Business zoning district, and FX Flex Space zoning district; to repeal such sections as heretofore existing; to provide an effective date of the ordinance; and to provide for the publication of this ordinance in pamphlet form, was read by title only for the third and final time.

**Motion** was made by Shannon, seconded by Preister, that Ordinance No. 3911 be adopted. Council President Moudry asked "Shall Ordinance No. 3911 be passed and adopted?" and upon roll call the following voted yes: Cook, Shannon, Preister, Burns, and Moudry; voting no: none; absent: Hansen. Council President Moudry proclaimed Ordinance No. 3911 passed and adopted.

### **Ordinance No. 3912: Creation of a Clean Energy Assessment District (Second Reading)**

Ordinance No. 3912, an ordinance to an ordinance to create Article IV of Chapter 26, Sections 26-51 through 26-55, of the Bellevue Municipal Code pertaining to the creation of a Clean Energy Assessment District; to establish definitions; to provide for financing, administration and collections, for energy improvements and renewable energy systems; and to provide for the effective date of this ordinance, was read by title only for the second time and presented for public hearing.

Council President Moudry opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the ordinance.

Ms. Kathy Welch reported she had researched this and talked to people in Omaha about it. It is an economic development tool that is similar to TIF, but uses private financing not City funds. City Administrator Joe Mangiamelli reiterated what Ms. Welch said and said we will be partnering with Omaha on this.

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

# MINUTE RECORD

Bellevue City Council Meeting, September 10, 2018, Page 3

Further Council discussion ensued.

Council President Moudry stated the third reading of the ordinance will be heard at the next Council meeting on September 24<sup>th</sup>.

**Ordinance No. 3913: Creation of Street Bonding Districts 2018-7 through 2018-10 (Second Reading)**

Ordinance No. 3913, an ordinance creating Street Improvement Districts Nos. 2018-7 to 2018-10 inclusive in the City of Bellevue, Nebraska, ordering the construction of street improvements therein and ordering the publication of the ordinance in pamphlet form, was read by title only for the second time and presented for public hearing

Council President Moudry opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the ordinance.

Ms. Epiphany Ramos, the City's Wastewater Operations Manager, explained the reasoning behind the increases and answered questions the Council had.

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

Council President Moudry stated the third reading of the ordinance will be heard at the next Council meeting on September 24<sup>th</sup>.

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

**Public Hearing on the FY 2019 - FY 2024 City of Bellevue Capital Improvement Plan**

Planning Director Chris Shewchuk stated the first year's numbers match what was approved in the budget two weeks ago.

Council President Moudry opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the plan. No one came forth in support or opposition to the plan. Council President Moudry declared the public hearing closed.

**Motion** was made by Preister, seconded by Burns, to approve the FY 2019 - FY 2024 City of Bellevue Capital Improvement Plan.

Council discussion ensued.

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

**RESOLUTIONS:**

**Resolution No. 2018-26: Bond Reimbursement for the 2019 Paving Improvements**

**Motion** was made by Cook, seconded by Burns, to approve Resolution No. 2018-26. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none; absent: Hansen. Motion carried.

**Resolution No. 2018-27: Requesting the City Council give notice to the property owner(s) at 1501 Galvin Road South to repair the sidewalk adjacent to the property, according to the City of Bellevue's specifications**

Mr. Shannon recused himself from this item due to conflict of interest and left his Council seat at 7:05 p.m.

**Motion** was made by Preister, seconded by Burns, to approve Resolution No. 2018-27.

Council discussion followed.

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

Mr. Shannon returned to his Council seat at 7:10 p.m.

**CURRENT BUSINESS:**

**Approval to purchase a John Deere Backhoe/Loader and Breaker from United Rentals for the Wastewater Department in the amount of \$61,590**

**Motion** was made by Burns, seconded by Preister, to approve the purchase in amount not to exceed \$61,590. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none; absent: Hansen. Motion carried.

**ADMINISTRATION REPORTS:**

Council President Moudry asked if there were any questions for the City Administrator or any of the Directors on the report presented. There were no questions or comments.

# MINUTE RECORD

Bellevue City Council Meeting, September 10, 2018, Page 4

## PUBLIC REQUESTS TO BE HEARD:

Council President Moudry 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."

Chuck Fredrick thanked the Public Works Department for the work done on Harvell Drive, Cornhusker Road, and Bellevue Boulevard. He discourages early voting and is "tired of the attacks" on Mr. Shannon.

Council President Moudry asked for additional comments from the public. No one came forward to speak. Council President Moudry 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 Burns, at 7:19 p.m. the meeting adjourned.

  
Sabrina Ohnmacht, City Clerk



\_\_\_\_\_  
Jim Moudry, Council President

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 September 10, 2018; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

  
City Clerk

MINUTE RECORD

#56.2  
9.24.18

CLAIMS FOR SEPTEMBER 24, 2018

PAGE

MAYOR

CENTURY LINK	MONTHLY SERVICE-2018-8-22	27.16
		<u>\$ 27.16</u>

CITY ADMINISTRATOR

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-9-5	232.16
CENTURY LINK	MONTHLY SERVICE-2018-8-22	54.31
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2018	814.37
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEP 2018	814.37
METROPOLITAN AREA PLANNING AGENCY	METRO ADMINISTRATOR'S LUNCHEON	11.63
METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	31.12
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	24.48
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	51.35
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	221.70
		<u>\$ 2,255.49</u>

CITY COUNCIL

BELLEVUE CHAMBER OF COMMERCE	BELLEVUE CHAMBER DINNER-P SHANNON	60.00
DON PREISTER	REIMB FOR INTERNET SVC-SEP 8 - OCT 7	83.55
METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	114.55
PAT SHANNON	REIMB FOR AF SERGEANT LUNCHEON	16.00
		<u>\$ 274.10</u>

LEGAL

ADAMS & SULLIVAN, PC	COB VS ABBOTT & BPOA	6,072.50
ADAMS & SULLIVAN, PC	RETAINER-SEPT 2018	5,850.00
ADAMS & SULLIVAN, PC	COB VS BIG JOHN CAR WAH	82.50
ADAMS & SULLIVAN, PC	COB VS BPOA, FOP #59	6,270.90
ADAMS & SULLIVAN, PC	COB VS EMPLOYEE 2017-102	371.25
ADAMS & SULLIVAN, PC	COB VS HULL	82.50
ADAMS & SULLIVAN, PC	COB VS BPCSA LABOR MATTERS	330.00
ADAMS & SULLIVAN, PC	COB VS BPOS & EMPLOYEE	41.25
ADAMS & SULLIVAN, PC	COB VS BPOA LABOR MATTERS	1,303.75
ADAMS & SULLIVAN, PC	COB VS EMPLOYEE 2019-93	866.25
ADAMS & SULLIVAN, PC	COB VS EMPLOYEE 2017-103	7,377.50
ADAMS & SULLIVAN, PC	COB VS EMPLOYEE 2018-107	412.50
ADAMS & SULLIVAN, PC	COB VS EMPLOYMENT MATTERS	41.25
ADAMS & SULLIVAN, PC	COB VS FIRE DEPT ISSUES	846.25
ADAMS & SULLIVAN, PC	COB VS LITIGATION MATTERS	387.75
ADAMS & SULLIVAN, PC	COB VS LOCAL 4906	1,567.50
ADAMS & SULLIVAN, PC	COB VS SURPLUS PROPERTY	190.00
MARK A KLINKER	RETAINER-SEPT 2018	500.00
WOODS & AITKEN, LLP	LEGAL SERVICES	5,732.82
		<u>\$ 38,326.47</u>

CABLE ADVISORY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-9-5	197.34
CENTURY LINK	MONTHLY SERVICE-2018-8-22	18.10
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	20.59
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	29.92
		<u>\$ 265.95</u>

# MINUTE RECORD

## CLAIMS FOR SEPTEMBER 24, 2018

PAGE 2

### CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-9-5	174.12
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	32.22
CENTURY LINK	MONTHLY SERVICE-2018-8-22	27.16
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2018	(0.01)
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEP 2018	(0.01)
MARATHON VENTURES, INC	MARATHON VENTURES-TIF	26,641.54
METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	31.12
MUNICIPAL CODE CORPORATION	ANNUAL WEB HOSTING	400.00
OMAHA WORLD HERALD CO	LEGAL ADS	868.20
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	18.00
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	25.80
SOUTHGATE APARTMENTS BELLEVUE, LP	SOUTHGATE APTS-TIF-FUND 8971	59,510.61
WOODHOUSE BELLEVUE, LLC	WOODHOUSE BELLEVUE-TIF-FUND 8788	54,207.42
		<b>\$ 141,936.17</b>

### FINANCE/RISK MANAGEMENT/SAFETY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-9-5	301.81
CENTURY LINK	MONTHLY SERVICE-2018-8-22	135.34
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2018	814.35
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEP 2018	814.35
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-AUG 2018	2.71
METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	124.49
NEOFUNDS BY NEOPOST	REFILL POSTAGE METER-1510 WALL ST	2,000.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	73.69
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	120.24
		<b>\$ 4,416.98</b>

### LIBRARY

ALICE BOECKMAN	REIMB LOCAL MILEAGE	12.81
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-9-5	24.29
CENTURY LINK	MONTHLY SERVICE-2018-8-22	90.52
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-8-23	214.78
CRYSTAL ANDERSON	REIMB LOCAL MILEAGE	7.97
DEMCO	HANGUP BAGS	52.31
DILLONS CUSTOMER CHARGES	SUPPLIES	31.81
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2018	814.35
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEP 2018	814.35
HISTORY NEBRASKA	PERIDIOCALS	40.00
INGRAM LIBRARY SERVICES	BOOKS	2,758.82
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	260.99
MARY JANE'S FARM	SUBSCRIPTION	19.95
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	9.87
METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	155.62

# MINUTE RECORD

## CLAIMS FOR SEPTEMBER 24, 2018

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### LIBRARY (cont'd)

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-9-5	118.80
OCLC INC	ON LINE CATALOGS	1,308.45
ORIENTAL TRADING COMPANY	LIBRARY CRAFTS	71.26
RECORDED BOOKS	BOOKS	243.80
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	70.56
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	92.56
RUFF WATERS	AQUARIUM MAINTENANCE, FILTER	94.98
SCHOLASTIC LIBRARY PUBLISHING	BOOKS	152.10
SHOWCASES	CD SUPPLIES	113.40
STAPLES ADVANTAGE	OFFICE SUPPLIES	147.99
THE CLARK ENERSEN PARTNERS, INC	SERVICES RENDERED-JUN/AUG 2018	26,928.83
WESTLAKE ACE HARDWARE	SUPPLIES	2.99
		<hr/>
		\$ 34,654.16

### ADMINISTRATIVE SERVICES

ALL MAKES OFFICE EQUIPMENT CO	HIGH BACK TASK CHAIR	439.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-9-5	254.72
CENTURY LINK	MONTHLY SERVICE-2018-8-22	135.78
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2018	(0.05)
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEP 2018	(0.05)
IDEAL PURE WATER COMPANY	BOTTLED WATER	70.00
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-AUG 2018	103.46
METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	186.75
PAYCHEX of NEW YORK, LLC	PAYCHEX-TIME & LABOR ON-LINE	198.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	85.39
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	119.75
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,793.27
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		4,416.02

### PUBLIC WORKS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-9-5	7.46
CENTURY LINK	MONTHLY SERVICE-2018-8-22	108.62
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2018	(0.04)
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEP 2018	(0.04)
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-AUG 2018	161.61
METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	62.23
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-9-5	21.81
MIDLANDS GIS SOLUTIONS, LLC	GIS MAPPING SERVICES	41,175.00
NEBRASKA DEPARTMENT OF ROADS	36TH ST IMPROVEMENTS	72,637.19
OMAHA WORLD HERALD CO	LEGAL NOTICES	31.98
ONE CALL CONCEPTS	MONTHLY DIGGERS HOTLINE	614.01
PAPIO MISSOURI RIVER NRD	BELLEVUE/OFFUTT DRAINAGE	10,000.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	59.90
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	97.91
SARPY COUNTY REGISTER OF DEEDS	WAIVER, RECORDING FEE	20.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	174.33
		<hr/>
		\$ 125,171.97

# MINUTE RECORD

CLAIMS FOR SEPTEMBER 24, 2018

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## PARKS

ALEXANDER LAWN & LANDSCAPE, INC	ROW MOWING-AUG 2018	9,983.70
A-RELIEF SERVICES	PORTABLE RESTROOMS	1,075.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-9-5	97.16
CAMPGROUND AUTOMATION SYSTEMS	ONLINE CAMPGROUND RESERVATIONS	550.00
CENTURY LINK	MONTHLY SERVICE-2018-8-22	81.47
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-8-23	256.03
DOG WASTE DEPOT	DOG WASTE ROLLS	260.97
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2018	(0.05)
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEP 2018	(0.06)
FARM PLAN	WINDOW PANES, ISOLATORS	174.84
GRAINGER	GLOVES, TIE DOWN STRAPS, SOCKET	525.53
HOSE & HANDLING, INC	HOSE ASSEMBLY	282.78
JOHN DEERE & COMPANY	HEAVY DUTY ROTARY TILLER	8,869.88
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	83.76
METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	124.45
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-9-5	1,907.87
PRECISE MRM LLC	POOLED DATA	155.07
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	102.10
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	134.98
SITEONE LANDSCAPE SUPPLY	TALL FESCUE SEEDS	5,801.25
TY'S OUTDOOR POWER & SERVICE	STIHL TRIMMERS	1,106.85
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,890.29
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	SCREWDRIVER SET, RECIP BLADES, CHAINS, LEAF RAKE	238.62
ZIMCO SUPPLY CO	FERTILIZER	4,860.00
		<hr/>
		\$ 39,575.91

## RECREATION

CARLY WISEMAN	REFUND SOCCER FEE	70.00
CENTURY LINK	MONTHLY SERVICE-2018-8-22	117.68
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-8-23	88.39
DILLONS CUSTOMER CHARGES	CONCESSION SUPPLIES	12.68
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2018	(0.02)
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEP 2018	(0.02)
HAUFF MID-AMERICA SPORTS	YOUTH FOOTBALL AND SOCCER EQUIPMENT, MOUTHGUARDS, PUGG GOALS	1,295.64
MARIA ORTIZ RODRIGUEZ	REFUND REED CENTER RENTAL DEPOSIT	50.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-AUG 2018	40.39
METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	31.12
MIDWEST IMPRESSIONS	SOCCER T-SHIRTS	79.75
MIDWEST STORAGE SOLUTIONS	FOLDING CHAIRS	357.12
MISTY THOMPSON	REFUND POOL PARTY	75.00
MITY-LITE, INC	FOLDING TABLES	576.03
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	21.60
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	31.34
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	153.29
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		\$ 2,999.99



# MINUTE RECORD

CLAIMS FOR SEPTEMBER 24, 2018

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## BUILDING MAINTENANCE

APOLLO REFRIGERATION & HEATING	AC MAINTENANCE	335.50
AQUA-CHEM	CHEMICALS FOR POOLS	173.25
BIG RED LOCKSMITHS	KEYS	22.50
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-9-5	1,105.45
CARPENTER PAPER CO	JANITORIAL SUPPLIES	411.70
CENTURY LINK	MONTHLY SERVICE-2018-8-22	9.05
CODY PEST MANAGEMENT	PEST CONTROL	330.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2018	(0.06)
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEP 2018	(0.06)
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXTINGUISHER INSPECTIONS	3,432.00
HILLYARD	JANITORIAL SUPPLIES	871.64
IDEAL PURE WATER COMPANY	BOTTLED WATER	49.25
JACKSON SERVICES, INC	DOOR MAT SERVICE	287.81
KB BUILDING SERVICES	JANITORIAL SERVICES-SEPT 2018	10,708.50
MENARDS	LADDER, TOOLS, PLANTS, DEHUMIDIFIER, LIGHTS, PAINT, SUPPLIES	779.60
METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	124.49
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-9-5	895.62
MIRACLE RECREATION EQUIPMENT CO	TOT SEAT	307.00
MUNCH ELECTRIC	CHECK FOUNTAIN CIRCUIT	500.00
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENANCE	301.98
OVERHEAD DOOR COMPANY	INSTALL NEW BATHROOM PARTITIONS	1,374.39
PLIBRICO REFRACTORY CONSTRUCTION	AC MAINTENANCE	505.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	56.16
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	70.12
SUPPLYWORKS	JANITORIAL SUPPLIES	888.69
TRICO MECHANICAL SERVICES	AC MAINTENANCE	174.38
WESTLAKE ACE HARDWARE	GLUE, GLOVES, SOLDERING IR+A4990N, TOP SOIL, HOSE, BROOM, TRIM LINE	168.14
		<hr/>
		\$ 23,882.10

## CEMETERY

BETTS ENTERPRISES	RESET MONUMENTS	750.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-9-5	48.58
CENTURY LINK	MONTHLY SERVICE-2018-8-22	9.05
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-8-23	83.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2018	(0.02)
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEP 2018	(0.02)
METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	62.26
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-9-5	89.96
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOORS	150.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	16.13
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	22.53
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	137.85
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		\$ 1,369.71

## STREETS

AMERICAN CONCRETE PRODUCTS CO	INLET TOPS	2,210.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-9-5	295.14
CARROLL CONSTRUCTION SUPPLY	CONCRETE AND ASPHALT TOOLS	3,855.46



# MINUTE RECORD

## CLAIMS FOR SEPTEMBER 24, 2018

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### STREETS (cont'd)

CENTRAL SALT	DE-ICING SALT	3,606.46
CENTURY LINK	MONTHLY SERVICE-2018-8-22	81.47
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-8-23	190.78
CREATIVE RISK SOLUTIONS	TPA WORK COMP LOSS FUND-AUG 2018	1,495.25
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2018	(0.12)
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEP 2018	(0.12)
FARM PLAN	CHAIN SAW	305.95
INDOFF	OFFICE SUPPLIES	157.47
LOGAN CONTRACTORS SUPPLY	SEALANT	18,450.00
MARTIN PRODUCTS SALES, LLC	OIL	247.90
METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	280.00
METRO LEASING	METRO LEASING - 8695	20,274.31
METRO LEASING	METRO LEASING - 8725	3,804.06
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-9-6	571.39
MICHAEL TODD & COMPANY	SNOW BLADES, SPREADER CHAINS	11,674.02
MIDWEST RIGHT OF WAY SERVICES, INC	SERVICES IN CONNECTION WITH 36TH ST	1,900.00
NEWMAN SIGNS	TRAFFIC SIGNS	63.40
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-8-29	76,376.33
OMNI	ASPHALT	4,766.90
PAT BARRETT	REIMB FOR CDL LICENSE	64.00
PRECISE MRM LLC	POOLED PLAN	324.53
READY MIXED CONCRETE COMPANY	CONCRETE	14,661.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	226.94
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	305.19
SWAIN CONSTRUCTION, INC	2018 CONCRETE PROJECTS	506,732.00
THIELE GEOTECH	MATERIAL TESTING	370.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,625.28
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	SOCKET	5.99
		<b>\$ 674,935.12</b>

### FLEET MAINTENANCE

ALLIED OIL & TIRE COMPANY	OIL	96.45
AUTO BODY AUTHORITY	TOW CHARGE-ST10	80.00
AUTO VALUE PARTS - SOUTH OMAHA	PARTS, RESPIRATORS	176.55
AUTOMOTIVE WAREHOUSE DIST, INC	ADHESIVE, PARTS, BELTS	531.86
AVERY RENTS	PROPANE	24.64
BAUER BUILT	TIRES	1,331.18
BAXTER CHRYSLER DODGE JEEP	FUEL MODULE, ACTUATOR, SENSOR	755.68
BAXTER FORD	CABLE ASSEMBLY	236.50
BEARDMORE CHEVROLET	PARTS	34.55
BELLEVUE TIRE & AUTO SERVICE	TIRES	489.04
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-9-5	28.42
BOBCAT OF OMAHA	FILTERS	897.07
CENTURY LINK	MONTHLY SERVICE-2018-8-22	63.36
COLLECTIVE DATA, INC	SHOP INTERFACE	4,000.00
CORNHUSKER INTERNATIONAL TRUCKS	STEERING LINK, FITTINGS, VALVES	1,721.06
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-8-23	107.39
CREATIVE RISK SOLUTIONS	TPA WORK COMP LOSS FUND-AUG 2018	6,176.11

# MINUTE RECORD

## CLAIMS FOR SEPTEMBER 24, 2018

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### FLEET MAINTENANCE (cont'd)

DANKO EMERGENCY EQUIPMENT	VALVE BODY, CONVERSION KITS	1,413.49
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2018	(0.05)
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEP 2018	(0.05)
EQUIPMENT TECHNOLOGIES, LLC	FILTERS	234.25
FACTORY MOTOR PARTS CO	STARTER MOTOR ASSEMBLY	376.22
FARM PLAN	WINDOW PANES, ISOLATORS	589.62
GALVIN GLASS	REPLACE DOOR GLASS	204.13
GCR TIRES & SERVICE	ALIGNMENT	96.16
INLAND TRUCK PARTS CO	BOLTS, SLIDE PIN KIT	310.54
INTERSTATE BATTERIES	BATTERIES	679.76
J & J SMALL ENGINE SERVICE	CASTER KIT, PIPE	291.61
JIM HAWK TRUCK TRAILERS	PLUG FOR RELEASE TOOL ACCESS	89.72
KELLY SUPPLY COMPANY	GLOVES, FITTINGS, VALVE	214.39
MATHESON TRI-GAS INC	WELDING SUPPLIES	81.82
MENARDS	SUPPLIES, PROPANE CYLINDERS, CASTERS	95.41
METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	155.56
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-9-5	119.71
MPH INDUSTRIES	RADAR REPAIR	321.96
NAPA AUTO PARTS	CABLE, ACTUATOR, PRIMER WIRE, FILTERS, REMAN STARTER	1,428.11
NEBRASKA IOWA INDUSTRIAL FASTENERS	NUTS, PINS, EYELET TRIM	106.47
O'REILLY AUTOMOTIVE PARTS	INTERIOR DOOR HANDLE	15.27
PANKONIN'S	PRESSURE PLATE, DRIVE PLATE	267.51
POWERPLAN	EXHAUST VALVE, CLAMP	2,073.07
QUALITY TIRES, INC	MOWER TIRE	356.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	122.54
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	173.28
ROGER'S TOWING	TOW CHARGE-PO 631	80.00
SERVICE EXPRESS CO	TRANSFER PUMP	230.67
SPARTAN MOTORS USA, INC	COOLANT LEVEL SENSOR, TANK CAP	233.16
STATE STEEL	HOT ROLLED STEEL	652.79
SUSPENSION SHOP	U-BOLTS	117.72
TERMINAL SUPPLY CO	TERMINALS, SOCKETS, PLUGS	135.80
TOYNE, INC	DOOR BUMPER	85.96
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	247.45
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
WATEROUS COMPANY	TRANSFER VALVE, REPAIR KIT	1,695.73
WICK'S STERLING TRUCKS	TURN SIGNAL SWITCH, BULB	224.44
WOODHOUSE FORD SOUTH	MIRROR ASSEMBLY, RESISTOR, RODS	1,207.35
		<b>\$ 31,554.83</b>

### SOLID WASTE

WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEES-AUG 2018	237,875.22
		<b>\$ 237,875.22</b>

### PLANNING

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-9-5	6.71
CENTURY LINK	MONTHLY SERVICE-2018-8-22	27.16
GEORGE RYBAR	REFUND PERMIT FOR REZONING	325.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	97.92

# MINUTE RECORD

## CLAIMS FOR SEPTEMBER 24, 2018

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### PLANNING (cont'd)

METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	62.25
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-9-5	19.73
OMAHA WORLD HERALD CO	LEGAL ADS	25.83
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	34.27
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	50.26
		<hr/>
		\$ 649.13

### PERMITS & INSPECTIONS

BELLEVUE PRINTING COMPANY	INSPECTION STICKERS	390.90
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-9-5	8.95
CENTURY LINK	MONTHLY SERVICE-2018-8-22	45.26
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2018	814.36
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEP 2018	814.36
HARRIS COMPUTER SYSTEMS	SUPPORT AND MAINT-OCT 2018-SEP 2019	5,000.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	43.75
INDOFF	OFFICE SUPPLIES	95.12
INTERNATIONAL ASSOCIATION OF PLUMBING & MECHANICAL INSPECTORS	MEMBERSHIP DUES CHRISTENSEN	250.00
INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS	MEMBERSHIP DUES-FOLLMER	120.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	118.86
METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	31.06
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-9-5	26.30
NEBRASKA REPAIR & REMODELING	REFUND PRECONNECT DEPOSIT	500.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	74.16
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	105.67
SHELL SUPER STORE	CAR WASH	11.25
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	842.80
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		\$ 9,292.80

### POLICE/CODE ENFORCEMENT

A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	101.00
AUTO BODY AUTHORITY	CRUISER 110 REPAIR	995.20
BELLEVUE FORT CROOK, LLC	K9 UNIT RENT-OCT 2018	1,200.00
BELLEVUE FORT CROOK, LLC	K9 UNIT RENT-OCT 2018	60.00
BELLEVUE PRINTING COMPANY	TOW NOTICES PRINTED	246.30
BENEFIT PLANS	DISABILITY PAYMENT	6,078.31
BIKE RACK	SUPPLIES FOR BIKE PATROL	2,369.31
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-9-5	163.37
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	178.79
CENTURY LINK	MONTHLY SERVICE-2018-8-22	859.49
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-8-23	83.39
CRASH DATA GROUP	SOFTWARE SUBSCRIPTION	1,050.00
CREATIVE RISK SOLUTIONS	TPA WORK COMP LOSS FUND-AUG 2018	1,895.53
CULLIGAN OF OMAHA	BOTTLED WATER	483.80
DILLON BROTHERS H-D BUELL	LEASE FOR MOTORCYCLES	19,080.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2018	5,451.70
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEP 2018	12,507.56
GENERAL FIRE & SAFETY CO	EXTINGUISHER INSPECTIONS	227.75

# MINUTE RECORD

## CLAIMS FOR SEPTEMBER 24, 2018

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

GOVDIRECT, INC	GETAC TABLETS, DOCKING STATIONS, KEYBOARDS	27,629.24
IDEAL CONSTRUCTION, INC	REPAIR DOOR AT 42ND ST	1,980.00
INDOFF	OFFICE SUPPLIES	165.27
INFOSAFE SHREDDING	SHREDDING SERVICE	150.00
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	MEMBERSHIP DUES-ELBERT	150.00
LP POLICE	POLICE MONTHLY LOCATE PLAN-AUG 2018	129.95
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-AUG 2018	680.10
MEDTRONIC PHYSIO-CONTROL	AED QUARTERLY BILLING MAINTENANCE	594.00
METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	1,858.38
METRO LEASING	METRO LEASING - 8734	22,045.60
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-9-5	480.16
MOTOROLA SOLUTIONS, INC	RADIOS	199,999.19
NEPTUNE UNIFORMS	HONOR GUARD UNIFORMS	1,901.80
NET DUTY SOFTWARE	NETDUTY SOFTWARE-OCT 2018-SEP 2019	828.00
OMAHA TACTICAL	RIFLE PLATES FOR SWAT TEAM	2,480.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	931.39
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	1,727.17
SEILER INSTRUMENT & MANUFACTURING	CABLE FOR CRASH TEAM STATION	95.00
SHELL SUPER STORE	CRUISER WASH	15.00
SPRINT	MONTHLY SERVICE-2018-9-5	125.22
SUNSET LAW ENFORCEMENT, LTD	AMMO	21,415.44
TRAVELERS	LIABILITY CLAIM-JORGENSEN	350.00
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	273.50
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	16,398.87
VERIZON WIRELESS-VSAT	SUBPEONA FOR INVESTIGATIONS	50.00
		<b>\$ 355,484.78</b>

### FIRE & RESCUE

A A HORWATH & SONS	DRYER REPAIR	822.09
AIRGAS USA, LLC	MEDICAL SUPPLIES	115.52
ARROW INTERNATIONAL	MEDICAL SUPPLIES	259.50
AVERY RENTS	PROPANE	16.60
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2018-9-5	163.20
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,676.36
BOUND TREE MEDICAL, LLC	LICENSE FEE	3,960.00
CENTURY LINK	MONTHLY SERVICE-2018-8-22	235.35
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-8-23	576.95
CREATIVE RISK SOLUTIONS	TPA WORK COMP LOSS FUND-AUG 2018	16,881.73
CREIGHTON UNIVERSITY	PARAMEDIC TUITIONS (3)	24,975.00
DH WIRELESS SOLUTIONS	NETCLOUD FOR RADIOS	24,059.04
DONALD GIFFORD	REIMB FOR UNIT INSPECTION	89.25
ECOLAB	WASHER CHEMICALS	1,191.58
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2018	(237.03)
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEP 2018	1,175.68
GREAT PLAINS UNIFORMS	UNIFORMS	786.50
INTERSTATE POWER SYSTEMS, INC	GENERATOR SERVICE	1,270.00
JOANN ARNOLD	AMBULANCE REIMBURSEMENT	795.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	301.07

# MINUTE RECORD

## CLAIMS FOR SEPTEMBER 24, 2018

PAGE 10

### FIRE & RESCUE (cont'd)

METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	1,224.39
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-9-5	2,725.03
PCS MOBILE	TOUGHBOOKS	29,795.18
PHYSIO-CONTROL CORPORATION	ANNUAL MAINTENANCE	5,447.04
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	468.86
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	803.50
SECURITY EQUIPMENT	FIRE CAMERA MAINTENANCE	7,914.24
SHRED-IT USA	SHREDDING SERVICE	144.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	7,121.18
ZANE JOHNSON	REIMBURSE FOR FINGERPRINTING	45.25
ZOLL MEDICAL CORPORATION	RESCUE/FIRE MAINTENANCE	3,302.25
		<b>\$ 141,104.31</b>

### NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE-2018-8-22	1,279.81
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-8-23	430.81
METRO AREA TRANSIT	MAT SERVICE-JULY 2018, 2087 MILES	4,686.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-9-5	137.15
NE-DEPARTMENT OF REVENUE	NE DEPT OF REV - SALES TAX - AUG 2018	1,797.65
NE-DEPARTMENT OF REVENUE	NE WASTE RED & RECYCLING - 2018	25.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-OCT 2018	12,796.61
		<b>\$ 21,153.03</b>

### INFORMATION

MOTOROLA SOLUTIONS, INC	PROGRAM, TEST AND ALIGN CABLE, RADIOS	287,728.03
PCS MOBILE	GETAC WEBCAM FOR IT	2,758.20
		<b>\$ 290,486.23</b>

### WASTEWATER

CENTURY LINK	MONTHLY SERVICE-2018-8-22	49.15
CITY OF OMAHA	SEWER FEES-MAY 2018	423,910.16
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-8-23	83.39
CREATIVE RISK SOLUTIONS	TPA WORK COMP LOSS FUND-AUG 2018	532.73
ELLIOTT EQUIPMENT CO	SEWER JET PARTS	3,205.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-AUG 2018	(0.03)
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEP 2018	376.62
GRAINGER	MULTIMETER, CLAMP, DC CORD, GLOVES	840.29
HANEY SHOE STORE	SAFETY BOOTS	361.37
HDR ENGINEERING, INC	QUAIL CREEK SANITARY SEWER	6,583.43
HOA SOLUTIONS, INC	BELLEVUE LIFT STATION UPGRAD PHASE 1	97,063.80
INDOFF	OFFICE SUPPLIES	76.78
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-AUG 2018	34.64
MAX I WALKER	UNIFORM PURCHASE-FY 2017-18-NOYES	268.69
MENARDS	TARP, KEYS, WATER, SPADE	361.98
METLIFE DIVISION 1	DENTAL INSURANCE-SEP 2018	186.74
METRO LEASING	METRO LEASING - 8735	22,836.87
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-9-5	252.49
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2018	76.77
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2018	104.03

# MINUTE RECORD

CLAIMS FOR SEPTEMBER 24, 2018

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**WASTEWATER (cont'd)**

UNITED RENTALS	PURCHASE JD BACKHOE/LOADER	58,000.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,133.89
UTILITY EQUIPMENT COMPANY	REPLACEMENT UTILITY LOCATES	6,483.00
WESTLAKE ACE HARDWARE	PLUMBING AUPPLIES	99.75
		<u>\$ 622,921.54</u>

**ECONOMIC DEVELOPMENT - LB840**

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

**COMMUNITY DEVELOPMENT**

ABBY HIGHLAND	CDBG CONSULTANT FEE-AUG 2018	3,159.00
NMC EXCHANGE LLC	VALVE ASSEMBLY	133.46
PROJECT HOUSEWORKS	CRITICAL EMERGENCY HOME REPAIR	12,373.09
		<u>\$ 15,665.55</u>

**FEDERAL FOREITURES**

VIRTRA SYSTEMS, INC	SERVICE AGREEMENT FOR VIRTRA	12,520.50
		<u>\$ 12,520.50</u>

**TOTAL CLAIMS FOR SEPTEMBER 24, 2018 \$ 2,855,215.22**

**TOTAL PAYROLL FOR SEPTEMBER 7, 2018 \$ 915,473.39**



## City of Bellevue

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

DATE: September 24, 2018

TO: Honorable Mayor and City Council Members

RE: Claims

Necessary payments and those deemed appropriate for inclusion in the fiscal year ending September 30, 2018 appropriation will be paid and provided for ratification at the October 8, 2018 city council meeting.

Rich Severson  
Finance Director





## CITY OF BELLEVUE

OFFICE OF THE MAYOR

210 W. Mission Avenue - Bellevue, NE 68005 - (402) 293-3020

\*56.3  
9.24.18

To: Council President Jim Moudry and Councilmember's

From: Mayor Rita Sanders

Subject: Reappointment **Design Review Board, Complete Streets, Bellevue Housing Authority and Library Board**

Date: September 6<sup>th</sup>, 2018

Please consider the following for reappointment to the **Design Review Board**.

They will serve a five (3) year term ending August 2021.

Doug Hill  
2815 Crystal Drive  
Bellevue, NE 68123

Ralph Gladbach -Architect  
1708 Childs Rd  
Bellevue, NE 68005

Steve Johnson  
3906 Raynor Parkway  
Bellevue, NE 68123

**Alternates:**

Al Povondra-Architect  
1609 Bellevue Blvd N  
Bellevue, NE 68005

Bob Cook  
2314 Lloyd St  
Bellevue, NE 68005

Steve Knutson  
817 North 4<sup>th</sup> St  
Bellevue, NE 68005

Eric Ritz  
2533 Hancock St  
Bellevue, NE 68005

Also, Please consider for appointment to the **Complete Streets**.

Leland Jacobson  
4609 Lake forest Dr  
Papillion, NE 68133



Also, Please consider for appointment to the **Bellevue Housing Authority**.

Roxann Hamilton/ Resident Commissioner  
2309 Greenwald St #1221  
Bellevue, NE 68123

Also, please consider for appointment to the **Library Board**.

Sherry Bergen  
4511 Anchor Mill Drive  
Bellevue, NE 68123

She will serve a (5) five- year term ending June 2023.



*An Equal Opportunity/Affirmative Action Employer*

## **Lisa Rybar**

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**From:** Tammi Palm  
**Sent:** Tuesday, August 14, 2018 4:29 PM  
**To:** Lisa Rybar  
**Subject:** FW: Design Review Board reappointments

Doug Hill bio.

*Tammi Palm*

Land Use Planner  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
(402) 293-3038



**From:** Doug Hill [mailto:dhill@hillfarrell.com]  
**Sent:** Tuesday, August 14, 2018 4:08 PM  
**To:** Tammi Palm <Tammi.Palm@bellevue.net>  
**Cc:** Leland Jacobson (home) <ljacobson11@cox.net>; Ralph Gladbach <rgladbach@cox.net>; Steve Johnson <stevenjohnsonlaw@aol.com>  
**Subject:** Re: Design Review Board reappointments

## **Bio for Doug Hill**

Doug is a Registered Land Surveyor with 45 plus years of experience in all aspects of land development and construction. Has been directly responsible for the design and development of numerous residential and commercial developments in Bellevue and Sarpy County. Over the years Doug has served on numerous community and business boards and commissions.

On Mon, Aug 13, 2018 at 8:17 AM, Tammi Palm <[Tammi.Palm@bellevue.net](mailto:Tammi.Palm@bellevue.net)> wrote:

Good morning,

Thank you all for agreeing to serve another term on the Design Review Board. I appreciate it!

Administration (at the request of City Council) has requested a brief resume from all people being appointed/reappointed. This can be as simple as a quick paragraph to me in an email. I know some of you serve on several committees/boards for the city, so hopefully you have one saved from a previous time. Please let me know if you have any questions.

## **PERSONNEL/BACKGROUND INFORMATION**

**Ralph E. Gladbach, AIA, CSI**

*Principal | Project Manager | Architect  
GP Architecture, LLC*



Mr. Gladbach has over 35 years of experience in the architectural profession with experience in a wide range of project types. While a bulk of that project experience has been in the planning and construction of educational facilities, Mr. Gladbach has been involved with a wide range of various commercial, educational and multi-family projects over the span of his career

Mr. Gladbach has also been involved in all stages of these projects from initial facility planning through construction administration to provide the continuity of the knowledge of the planning that went into the facility through to the end of the project. Those aspects include initial conceptual design through cost estimating, contract document preparation, bidding/negotiation, and construction administration through project closeout.

### **Organizations/Civic**

American Institute of Architects, Member

Construction Specifications Institute – Nebraska Chapter, Member/Past Chapter President

City of Bellevue Planning Commission – Past Member, Past Chair

City of Bellevue Design Review Board, Member/Vice-Chair

City of Bellevue Building Board of Review, Member

Bellevue Senior Community Center Board, Member, Current Board President

Bellevue Chamber of Commerce Board, Executive Committee Member

Bellevue Housing Authority Foundation Board, Member

Kiwanis Club of Bellevue, Member

### **Education**

Bachelor of Science in Architectural Studies (BSAS), 1980 – University of Nebraska-Lincoln

Master of Architecture (MA), 1983 – Kansas State University, Manhattan, KS

### **Registration**

NE, IA

NCARB Certificate Holder



**Steven D. Johnson**  
3906 Raynor Parkway, Suite 300  
Bellevue, Nebraska 68144

(402) 315-1880

**BUSINESS AFFILIATIONS:**

**Twin Creek LP and Twin Creek Development Company, LLC – Managing Partner**

**Provident Property Advisors, Inc. – Director, President**

**LAW FIRM AFFILIATIONS**

**Steven D. Johnson PC LLO**  
August 1, 2008 to present

**Stinson Morrison Hecker LLP - (formerly: Stinson Mag & Fizzell)**  
1998 – 2008

**Kennedy Holland DeLacy & Svoboda**  
1982 – 1998

**LAW PRACTICE EMPHASIS**

Corporate & Business  
Real Estate  
Not for Profit Entities

**EDUCATION**

University of Nebraska, J.D., 1982  
National Moot Court Team  
The Order of Barristers  
University of Nebraska, B.A., 1977

**COMMUNITY INVOLVEMENT**

- Real Property Design Standards Review Board – City of Bellevue, Nebraska (Former - Former - Real Property Design Standards Committee Member)
- Memorial Ridge of the Midlands Foundation – Co-founder, Former: Director, President, and Legal Counsel
- Covenant Presbyterian Church – Member, Elder, Personnel & Policy Committee Member, Former Member of Session Member and Director
- Leadership for Life – Co-founder, Director, Vice President, and Legal Counsel

- Tentmakers Youth Ministry Foundation – Board Member
- Tentmakers Youth Ministry corporation – Board Member & Secretary
- Bible Study International – Former: Discussion Leader
- Millard Parents Baccalaureate Committee, Inc. – Co-founder, Former: Director, President, and Legal Counsel
- Boy Scouts of America –
  - Recipient of: The Silver Beaver Award for distinguished service to youth;
  - Award of Merit (Mid-America Council); Member - Hall of Fame (Soaring Eagle)
  - Former: Trustee (Mid America Council);
  - Executive Committee Member (Mid America Council);
  - Chairman of Membership Committee (Mid America Council);
  - Committee Chairman (Troop 435);
  - Friends of Scouting Chairman (Soaring Eagle District)
  - Chairman of Jubilee 2000 Program Committee (Mid America Council);
  - Chairman of Membership Committee (Frontier District);
  - Scoutmaster (Troops 435 and 408)
  - Other volunteer leadership positions.
- Luis Palau Heartland Festival 2007 – Co-Chair Fundraising Dinner; Festival Volunteer; Festival Counselor.
- Fontenelle Forest Association - Former: Board Member; Executive Committee Member; Vice President; Personnel Committee; and, Legal Counsel (1992 to 1998).

## **BAR ADMISSIONS**

Nebraska, 1982  
 Nebraska Courts  
 United States District Court for the District of Nebraska  
 Eighth Circuit Court of Appeals

## **PROFESSIONAL AFFILIATIONS & ACTIVITIES**

- American Bar Association – Association Member; Section Member of Real Estate, Trusts and Estates Division; Section Member of Business Law Division.
- Nebraska State Bar Association – Association Member; Member Real Estate and Probate Division. Former: Member Real Estate Practice Guidelines Committee.
- Omaha Bar Association – Association Member. Former: Member Activities Committee and, Chairman Law Day Committee.
- Urban Land Institute – Institute Member.
- International Council of Shopping Centers – Member
- Christian Legal Society Member

## **PROFESSIONAL RECOGNITIONS**

- Chambers USA
- Best Lawyers in America
- Martindale-Hubble – rated AV



**CARLSON  
WEST  
POVONDRA**  
ARCHITECTS



**Albert Povondra, AIA**  
**LEED AP, Principal**  
Registered Professional Architect  
Project Role: Project Manager  
Senior Project Designer

#### EDUCATION

Masters Degree - Urban Design  
Pratt Institute  
New York City, New York

Bachelor of Architecture  
University of Nebraska  
Lincoln, Nebraska

#### AFFILIATION

Nebraska Sheriff's Association  
American Correctional Association  
National Juvenile Detention Association  
American Institute of Architects  
U.S. Green Building Council - LEED  
Accredited

#### PROFESSIONAL EXPERIENCE

Years with CWPA: 31  
Total years experience: 42

As one of the original founding principals of Carlson West Povondra, AI is a key contributor to our professional team. He has provided project management and lead design expertise on significant projects throughout the country. His dedication to the field of architecture and his commitment to satisfy each client's facility needs can best be demonstrated through our repeat work with many clients. His attention to detail and his communication with clients helps make our team successful

#### SELECT MUNICIPAL EXPERIENCE

- Bellevue, City of - Bellevue, NE
  - Public Safety Facility Feasibility Study
  - Public Safety Facility
- Sarpy County Nebraska
  - 60+ projects over 32 years ranging from planning/programming/feasibility studies, additions, renovations, and new construction projects costing up to \$7.8m.
- Offutt Air Force Base - Bellevue, NE
  - B500 Communications Closets
  - B524 ACCS/NAOC repair
  - B9950 Clubhouse Repair
  - B598 SATCOM Electrical
  - B591 USSATCOM Electrical
  - B803 Fire Detection
  - B323C Remodel Office of Special Investigations
  - B598 SATCOM Roof
  - B462 Fire Protection
  - B432 & B462 HVAC
  - B60 Repairs
  - B524 Title II CA Services
  - B321 Fitness Center Roof
- Adams County Judicial Center - Hastings, NE
- Cass County Law Enforcement Center - Plattsmouth, NE
- Community Corrections Center - Lincoln, NE
- Crete Police Station - Crete, NE
- Dakota County Law Enforcement Center - South Sioux City, NE
- Dawson County Law Enforcement Center - Lexington, NE
- Douglas County Correctional Center Renovations - Omaha, NE
- Douglas County Sheriff - Thomas Fitzgerald Home CSI/SWAT/K-9 Facility - Omaha, NE
- Lancaster Adult Detention Facility - Lincoln, NE
- Lincoln Police Station - Lincoln, NE
- Nebraska Correctional Center for Women - York, NE
- Nebraska Juvenile Services Center - Madison, NE
- Nemaha County Feasibility Study - Auburn, NE
- Omaha, City of - Omaha, NE
  - Hitchcock Park ADA Improvements
  - Miller Aquatic Center & Elmwood Pool ADA Improvements
  - Hanscom Park Pavilion, Pool & Tennis Center ADA Improvements
  - Miller Park Pavilion & Golf Clubhouse ADA Improvements
  - Benson Community Center ADA Improvements
  - Zorinski Lake ADA Improvements
- Omaha Police - Omaha, NE
  - Headquarters, Selective Remodel Projects
  - Northeast Police Precinct
  - Southeast Police Precinct
  - Northwest Police Precinct
- Platte County Law Enforcement Center - Columbus, NE
- Plattsmouth Police Department - Plattsmouth, NE
- Ralston Police Study - Ralston, NE
- Saunders County Law Enforcement & Judicial Center - Wahoo, NE
- Sidney Police Feasibility Study - Sidney, NE
- South Sioux City Police Department - South Sioux City, NE

## **Bob Cook**

2314 Lloyd St, Bellevue, NE 68005- 402-291-3795 – ncook2@cox.ne

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### **Experience**

#### **Consultant for Construction**

Quality Living, Inc, Omaha, NE

February 2015 –October 2016

*Provided consulting on \$4.5 Million Family Housing Building*

#### **Consultant for Construction**

Quality Living, Inc, Omaha, NE

November 2011 –June 2013

*Provided consulting on \$4.3 Million Expansion of Skilled Nursing Facility*

#### **Senior Management Advisor**

Quality Living, Inc, Omaha, NE

January 2008 –June 2010

*Provided consulting on \$4.5 Million Expansion of Lied Activity Center*

#### **Chief Operating Officer**

Quality Living, Inc, Omaha, NE

July 1988 –December 2007

*Responsible for overseeing construction & on-going maintenance of 13 buildings valued at over \$70 million on a 60 acre campus*

#### **Elementary Principal**

Bellevue Public Schools, Bellevue, NE

August 1980 – June 1988

Principal Wake Robin Elementary 1980-1985

Principal Birchcrest Elementary 1985-1988

#### **Elementary Principal**

Sidney Public Schools, Sidney, IA

August 1977 – June 1980

K-8 Principal

#### **Elementary Teacher**

Aurora Public Schools, Aurora, NE

September 1973 – May 1977

Sixth Grade Teacher

### **Education**

#### **Bachelor of Arts in Education**

Nebraska Wesleyan University, Lincoln, NE

May 1973

#### **Master of Education**

University of Nebraska-Lincoln

December 1976

### **Other Experience**

Appointed by Mayor Rita Sanders to the Design Review Board 2012-Present

Chair, Building & Grounds Committee, Avery Presbyterian Church 2006-Present

### **References**

References are available on request.

**Lisa Rybar**

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**From:** Knutson, Steve <Steve\_Knutson@mudnebr.com>  
**Sent:** Thursday, September 6, 2018 11:33 AM  
**To:** Lisa Rybar  
**Subject:** Reappointment

**I am Steve Knutson, formerly a Councilman for the City of Bellevue Ward 4. I am married, raised our daughters here, and am a proud grandfather. I have lived in Bellevue for about 35 years, have enjoyed living here and I would be proud to continue my service with the City as a member of the Design Standards Review Board. Please consider this my request to be reappointed to the Board. I was formerly a city employee and enjoy a good working relationship with the current staff. I also was formerly a volunteer firefighter/EMT with the Bellevue Volunteer Fire Department. I currently work for Metropolitan Utilities District. I would like to continue to move Bellevue forward.**

**Steve Knutson  
817 North 4<sup>th</sup> Street  
Bellevue NE 68005  
Cell: 402-515-5144**



# Eric Ritz

Phone 314-799-9339

E-mail [eriewritz@gmail.com](mailto:eriewritz@gmail.com) or [eric@markviienterprises.com](mailto:eric@markviienterprises.com)

## Current Address

2533 Hancock  
Bellevue, Nebraska 68005

## Education

Masters of Business Administration  
Creighton University, Omaha, Nebraska  
Bachelor of Science in Business Administration  
Creighton University, Omaha, Nebraska  
Major: Accounting

## Experience

### Mark VII Enterprises, General Manager

Omaha, Nebraska

January '13 – Present

- \* Supervise Construction Projects
- \* Estimate projects to be bid
- \* Assist Sub-contractors with Local, State and Federal Compliance
- \* Review projects and pursue new projects
- \* Maintain Company Accounting System
- \* Prepare Company Financial Statements
- \* Ensure compliance with Local, State and Federal Laws

### Mark VII Enterprises, Accounting Consultant

Omaha, Nebraska

June '09 – December '12

- \* Create and maintain a company accounting system
- \* Prepare detailed statements for use by the CEO
- \* Ensure 100% accuracy of all company records
- \* Work with CEO on all financial goals and problems
- \* Work with Independent Tax Accountant

### Hemphill Staffing, Temporary Tax Accountant

Omaha, Nebraska

April '11 – June '11

- \* Update and prepare Fixed Assets reports for Corporate Returns
- \* Create deferred gain/loss schedule for sale of Intercompany Assets
- \* Complete Corporate Tax Returns
- \* Review and fix reviewer comments

### InfoGroup, Tax Intern

InfoGroup Tax Department, Ralston, Nebraska

March '08 – October '10

- \* Complete Federal and State Corporate Income Tax Returns for InfoGroup
- \* Complete and File State Extensions
- \* Prepare a Trial Balance for use with the Corporate Tax Return
- \* Update Corporate Tax records when quarterly adjustments are made
- \* Review and Rectify Federal and State Notices

## Skills/ Certifications

- \* Payroll Processing
- \* QuickBooks
- \* OSHA 30hr
- \* RRP Initial Training (Lead Abatement)
- \* Davis Bacon Certification
- \* Advanced Auditing & Governmental Accounting
- \* Experience with Microsoft Office thru 2013 Suite, Basic HTML and Java
- \* Extensive experience in Microsoft Excel 2013, 2010, 2007, 2003
- \* Thompson Reuters InSource RS, InSource Express RS, OneSource and Checkpoint
- \* Finalizing requirements to become a licensed CPA

# LELAND M. JACOBSON

4609 Lake Forest Drive ♦ Papillion, Nebraska 68133 ♦ Telephone: 402-850-5249

Leland's passion is team-based project management. He currently is a project management consultant in energy delivery and is an expert in project management processes and business process improvement. Prior to this, at Omaha Public Power, he focused on managing the execution of multiple large-scale projects, project teams and related project processes. Typical projects include Transmission, Distribution, Substations, Wind Energy and Solar Power in the Midwest valued at over \$175M. He specializes in delivering large technology focused economic development projects such as Strat Com, Facebook, Yahoo, Traveler's Insurance data centers and Smart Grid. Leland is also assisting several Nebraska based energy related technology start-up's. He is a regular guest presenter on Project Management at the University of Nebraska at Omaha.

Leland currently serves in several civic leadership roles combining his interest in Smart Grid, Smart Cities and Livable Cities to improve the effectiveness of Bellevue's infrastructure for both residents and businesses. He is currently Chair of the City of Bellevue Planning Commission, serving since 2014 and Chair of the Bellevue Design Board. He has been appointed to the Heartland 2050 Steering Committee representing Bellevue. While Leland is active in the American Planning Association's national and local activities he is assisting in organizing a Fall 2018 Metro Omaha class on the duties of Planning Commissioners in Nebraska. He also Chair's the Board of Directors for Bellevue's First Presbyterian Church Foundation.

When not consulting Leland enjoys traveling. He just returned from a "busman's holiday" studying the digital economy of cities, city planning and livable cities in both Europe and the US.

## CAREER/EXPERIENCE

Managing Consultant-Energy Delivery Project Management (EDPM), 2016-Present  
Manager of T&D Project Management, Omaha Public Power District, 2002-2016, employed 1988  
Operations Manager - Kramer Station, Bellevue; Nebraska Public Power District, 1978 to 1987

## EDUCATION

Master of Business Administration, Creighton University, Finance and Information Systems  
Bachelor of Science, Electrical Engineering, University of Nebraska – Lincoln  
Certified Project Management Professional, PMP  
Certified Lean Process Facilitator

## OTHER AFFILIATIONS

- Leadership Bellevue
- Past Chair of Bellevue Board Adjustment, member for 10 years
- Past Chairperson-Institute of Electrical & Electronic Engineers (IEEE) - Nebraska Section
- Past Chairperson – IEEE Nebraska Power Engineering Society
- IEEE Senior Member
- Past President - University of Nebraska Engineering Alumni Board, Past National Alumni Board Member
- Past Chairperson – Fairview Sanitary Improvement District
- Member of the Project Management Institute



**Bellevue Housing Agency**  
**8214 Armstrong Circle**  
**Bellevue, NE 68147**  
**Phone 402-734-5448**  
**Fax: 402-734-4358**

Mayor Sanders  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005

August 23, 2018

Mayor Sanders,

I enthusiastically nominate Roxann Hamilton to fill the Resident Commissioner vacancy on your Housing Authority Board of Commissioners. We have been searching for a Resident Commissioner for several months since LaShawn Miller's resignation and it is important we fill this position. Beyond the Nebraska Statutory requirements, the real importance of this position is that it provides a crucial link between the Board and the tenants it serves. We think Ms. Hamilton would be an effective liaison as she is a Section 8 tenant living at Tregaron Senior Residences in Bellevue and is an enthusiastic volunteer with a wealth of experience (please see her attached resume').

The Board believes Roxann would be a valuable addition to our team and respectfully requests your favorable consideration for an appointment at the earliest opportunity.

Very Respectfully,

James R. Hawkins, Chairman  
BHA Board of Commissioners

**Roxann Hamilton, M.Ed., CSIS, CPSWS, CWRAPF, COLTC**

2309 Greenwald St #1221 Bellevue NE 68123

Cell Phone: 402-840-1861

roxannhamilton@yahoo.com

**COMPETENCIES**

I design curriculum and instructional methods that engage all learners with and without disabilities in effective learning - retention - recall strategies that are essential for successful course and program completion, as well as essential in daily living. I teach utilizing the highest level of best practices for recruiting, motivating and retaining learners of all abilities. I lead and supervise Learning Resource Initiatives and motivational groups on behavioral health and recovery. These strategies empower learners to be able to raise their letter grades in courses by one to two full letter grades within 4 to 6 weeks. This increases revenue for colleges, universities and 501c3 community based programs sustainability. I have strong competency in disability law re: FERPA; Section 504 - 1973 Rehabilitation Act; Americans with Disabilities Act 2000, 2011, 2015; Fair Housing Act laws, SNAP United States Department of Agriculture laws.

Further competencies include: public relations; marketing; grant writing; case management; trauma informed care; mentorship; program development; grant writing; teaching special needs learners; lecturing; presentations; self and systems advocacy; motivational interviewing; career and academic counseling; needs analysis and implementation; volunteer recruiting - training - retention; budget management (\$100,000 - \$200,000); teaching and facilitating critical thinking and problem solving.

**EDUCATION**

**Master of Education, Occupational Special Needs - Transition Specialist** *Colorado State University, Ft Collins, CO*

Skills in: Occupational Special Needs, Assessments; Personal Advocacy, Systems Advocacy, Behavioral Health, Chronic and Severe Mental Illness, Mentorship, Transition Planning and Case Management for multi-cultural, disabled, non-traditional, special needs, dual diagnosis; at-risk adult or youth.

**Thesis** Strategies for Decreasing Recidivism Rates of Convicted Female Felons in Prison  
Original research and suggestions on identifying causes of recidivism of female felons  
Targeted recommendations for decreasing incarceration recidivism of women and mothers

Awarded full scholarship in recognition of my exemplary work in education, service provision and advocacy for children and adults with disabilities, and teaching effective parenting and life skills.

**Bachelor of Science, Geography - Urban Planning** *Minnesota State University, Mankato, MN*  
Senior Project: Cartographer and Cartographic Editor for State of Minnesota Atlas of Occupancy

**PROFESSIONAL CERTIFICATIONS**

**Supplemental Instruction Specialist**

*University of Missouri, Kansas City, MO*

International Center for Supplemental Instruction University of Missouri, Kansas City, MO Certification - Supplemental Instruction (Supplemental Instruction - program manager)

Facilitate student learning and help students better understand concepts or applications of course content. Support and assist students in maximizing their potential for their academic success. Outcomes based focus. Maintain confidentiality

**Peer Support and Wellness Specialist**

*Nebraska*

Provide Trauma Informed Care to adults and youth who experience mental illness. Facilitate independence amongst peers through listening and sharing similar lived experiences and trauma informed care a non-threatening, non-judgmental, confidential, safe, and friendly environment. Advocate on behalf of people with mental/ emotional problems and their families. Teach individuals and families self and systems advocacy utilizing problem solving skills. Maintain confidentiality

**Wellness Recovery Action Plan Facilitator**

*Nebraska*

Facilitate self-determination, personal responsibility, empowerment, and self-advocacy through evidence based practices and methods. Facilitate personal development of WRAP to empower persons who have mental illness to minimize law enforcement contact and hospitalization for mental health crisis. Outcomes based focus

**CASA**

*Lancaster County Juvenile Court, Nebraska*

Court Appointed Special Advocate providing for the best interests of abused and neglected Wards of State children in Lancaster County Juvenile Court to help provide each child a safe, permanent, nurturing home. Document child's progress or regression and parent's compliance with Juvenile Court Orders. Attend Juvenile Court hearings, make recommendations on family reunification or

termination of parental rights, manage case to provide information to State Department of Health and Human Services, Guardians ad Litem for the child, Attorneys for the State of Nebraska. Maintain confidentiality.

### **Ombudsman, Long Term Care**

#### *Nebraska*

Investigate, defend and resolve individuals' complaints against maladministration, injustice, improper discrimination and abuse of power by public authorities. Interview Long Term Care Residents using Motivational Interviewing techniques. Maintain confidentiality. Write and maintain case reports. File complaints of abuse and neglect with appropriate agencies

### **SPECIALIZED TRAINING:**

Disability law, mediation, negotiation, reasonable accommodations, appeals  
Case management, confidentiality, report writing  
Engaging teaching modalities and best practices in higher education, high school, middle school and elementary school  
Designing and writing effective curriculum for new academic degrees and certificate programs  
Design methods and techniques for student recruitment and retention  
Maintaining student discipline initiatives and retention  
Public Speaker for Conferences, seminars, workshops  
Making presentations to a variety of communities in the states of Nebraska and West Virginia  
Development and management of peer tutoring, peer mentoring, peer support and wellness programs  
Effective tutoring techniques in all academic disciplines  
Supplemental Instruction certification to facilitate ability in all learners to: listen/read/write, retail, recall information

### **EXPERIENCE**

July '15 – present

#### **Executive Director Heartland Mental Health Dogs**

Heartlandmentalhealthdogs.com

Provider of curriculum, training and tutoring to Trainers of Psychiatric Service Dogs, Emotional Support Dogs, Alzheimer's Support Dogs, Autism Support Dogs. Analyzing community needs for marketing programs in NE, WY, SD, IA, KS to persons with Mental Health, Alzheimer's or Autism diagnoses. Writing PowerPoints, speeches and trainings, lecturer, conference presentations to train and inform consumers and the public about using dogs to enhance recovery from mental illness and dual diagnosis changing mental illness to mental wellness. Provide community support and integration for persons in recovery. Consultant for individuals, cities, colleges, public schools, landlords, hospitals, and businesses regarding the rights of people who have disabilities who use a Service Animal or Emotional Support Animal to mitigate psychiatric and physical disabilities. Develop and coordinate statistics on applicants and placement of Service Dogs and Emotional Support Dogs. Recommends specific accommodations to mitigate a person's disabilities and provides advocacy to ensure reasonable accommodations occur.

April '15 – present

#### **Behavioral Health Outreach Advocate Nebraska Network of Care**

Provide presentations to consumers throughout the state of Nebraska at various approved sites on how to navigate the Network of Care Website. Network with organizations in each behavioral health region in Nebraska to establish diverse consumer groups desiring training on utilizing Network of Care. Attend behavioral health conferences and supervise booth providing information on Network of Care. Cold canvas contact potential locations for presentations, secure advertising and notifications of presentation times and locations in 93 Nebraska Counties. Manage expense and attendance records. Develop and maintain a data base of participants and potential participants. Teach navigation, self advocacy and problem solving skills to diverse audiences of Behavioral Health consumers and their families and/or friends.

July '14 – August '15

#### **Director of Education Domesti PUPS Lincoln NE**

Assist with accreditation process through Assistance Dog International to maintain highest level of national and international standards of training and placement of Service Dogs. Facilitate funding sources for this premier 501c3 organization. Establish registered trademark branding of company logo. Design curriculum for training Service Dog teams. Write curriculum and technical manuals on law and advocacy for disabled adults – youth - children. Teach components for successful Service Dog placement: self-advocacy and laws specific to Service Dogs and handlers. Make presentations to communities, state and federal leaders relative to the Service Dog industry. Create engaging learning environments for youth and adults with disabilities master essential and required skills to be Service Dog handlers in their home communities. Attend trade conferences providing program information.

Sep '12 - Jun '13

**Faculty - Instructional Specialist, Curriculum Writer Kanawha Valley Community Technical College, Charleston, WV**

Administrator of State grant of \$100,000 for novel program. Program developer: Peer Support Specialist 1 year Certificate; Peer Support Specialist AAS. Curriculum designer and writer for 9 courses, and determined pre-requisite General Education. Design testing and evaluation methods for required courses. Instructor for courses in Behavioral Health Peer Support Specialist program. Developer and supervisor throughout West Virginia of Peer Support Specialist Skill Set Training sites. Set meetings for staff, students and stakeholders. Student advisor on academic and vocational requirements. Consultant on Certification and Ethics Standards of Peer Support Specialists in the State of West Virginia. Public Speaker to stakeholders in WV. Recruit, advise, mentor and retain students in Behavioral Health programs.

Feb '95 - Dec '13

**CEO, Lecturer, Instructional and Curriculum Design Advocate and Ombudsman USA, CO, WY, WV, NE**

Design Instructional Methods and Curriculum. Develop and manage marketing initiatives to promote services. Spearhead efforts to increase public access for people with disabilities. Provide advocacy for youth through adult needs. Coordinate provision of reasonable accommodations re: education, housing, public access for disabled persons. Serve persons and governmental organizations in 50 states. Develop and manage budget and marketing initiatives. Coach and mentor persons with disabilities to master and employ self-advocacy skills. Public speaker regarding disability issues, Service Dog and Emotional Support Animal issues.

Case manager for persons with disabilities in litigation or conflict resolution and mediation on Americans with Disabilities Act complaints. Identify non-compliance concerns with Americans with Disabilities Act laws, and Section 504 laws for cities and states. Determine appropriate services and supports needed in order to achieve educational and employment goals and track progress of students and employees. Maintain current knowledge of all disability laws. (ADA, FHAA, FERPA, Sect 504 1974 Rehabilitation Act, SSDI, SSI, MA, SNAP). Write policies and rules regarding disability laws, State and Federal compliance in collaboration with senators and national programs. Hire, Train, Supervise personnel according to EEOC and OSHA. Present and manage complaint cases re: Americans with Disabilities Act, Section 504, Fair Housing Act, Employment issues. Present and manage appeals cases regarding public benefits, Fair Housing Act, Section 504, and Americans with Disabilities Act. Community educator on disability issues, rights of businesses and disabled persons with Service Dogs, Emotional Support Animals, and Mental Health and Trauma Dogs.

Jan '95 - Feb '13

**Executive Director - Master Tutor, Instruction Specialist Get That A Tutoring Services, Lincoln, NE**

Master Learning Coach and Tutor for students pre-kindergarten through college. Coordinated and supervised Peer Tutoring for at-risk students eligible for federal learning support programs. Designed services for Special Needs Students (all disabilities and types of learning needs), ESL, GED. Develop success strategies and tutoring curriculum for students struggling with mastering learning, retention, recall, studying, test taking. Create a passion in students of all ages for learning through innovative instruction methods. Raise student grades by up to 2 letter grades within 4 weeks of applying learning techniques. Market tutoring services and programs to schools and communities. Focus on reading, problem solving, critical thinking, creative thinking, writing communication.

Jan '11 - Present

**Peer Support and Wellness Specialist Private Contractor, Lincoln, NE**

Provide trauma-informed recovery, wellness, occupational support to participants in peer programming in Communities, hospitals, non-profit or government programs. Design and present courses on Trauma Informed Care and Compassion Fatigue. Listen to concerns of individuals with mental illness. Attend training, counseling sessions, seminars, workshops and facilitate peer sessions. Schedule sessions and assess experiences and outcomes. Maintain strict confidentiality concerning information shared by peers. Keep records of the program's and peer's activities. Assist clients in setting and pursuing recovery goals. Monitor and quantify their progress. Develop client driven treatment goals and plans. Provide leadership by example. Facilitate peer coping strategies through 4 Tasks of peer support: Connection, World View, Mutuality, Moving Toward.

Aug '09 - Sep '11

**Law Clerk, Consulting Kristen Walz, JD, Lincoln, NE**

Provided law clerk consulting services to Dr. Walz in the areas of disability law and family law for approximately two years. Prepared legal briefs, interviewed clients, wrote legal correspondence. Worked side-by-side with Dr. Walz conducting legal research on Nebraska Statutes, preparing cases for mediation and trial, interstate disability law and family law. Researched existing case law and Department of Justice decisions existing relevant to active and pending cases. Researched legal data bases; Word Processing; Law

office management; FAX and mail reports; create and maintain files; write scripts, reports, presentations and speeches; presented to community and law teams; Interviewed youth and adults.

Aug '09 - Aug '11

**Ombudsman Aging Partners, Beatrice, NE**

Provide individual advocacy for consumer residents of long term care. Schedule staff training sessions and meetings. Investigate complaints of ADA violations. Facilitate staff development. Develop and present staff, community and family education on self-advocacy. Assist and teach systems advocacy to clients, families, staff. Provide consultation and mediation to resolve issues of ADA violations. Provide information and referral to appropriate resources.

Jan '01 - Apr '05

**Unit Case Worker Nebraska Department of Corrections, York, Tecumseh, NE (Graduated Top of Class)**

Detection of inmate organized crime activities. Supervision, motivation, evaluation of inmate work crews. Domestic violence issues. Parenting issues of incarcerated mothers. Taught parenting skills. Gang activity monitoring. Search and seizure, case management. Interviewing and investigation. Self-defense. Crisis negotiation. Critical incident management. Disciplinary hearing officer. Immigration and Naturalization Services custody transfers for deportation. Custody evaluations and parole.

Jun '98 - Jan '01

**Safety Supervisor Werner Enterprises, Omaha, NE**

Maintained working knowledge of 48 state truck primary and secondary roads and interstates. Maintained working knowledge of 48 state truck primary and secondary interstates and highways, transportation laws and international commercial trucking regulations. Interviewed professional drivers involved in risk claims (load losses, minor accidents, fatalities, personal emergencies). Coordinated post-accident drug and alcohol testing adhering to Federal Motor Carriers policies, directives, and procedures. Performed pre-trip and post trip inspections of tractor - trailers for mechanical problems and scheduled routine and emergency maintenance.

Provided training and evaluation of new employees in Department of Transportation Federal Regulations and Hazardous Materials. Responded to an average of 200 - 300 calls per 12 hour shift for assistance using telephone, computer, Qualcomm. Completed accident and incident reports accurately and legibly as necessary at the end of scheduled shifts. Critical incident advisor for dispatchers, and manager. Provided customer service information in a courteous, professional manner. Coordinated law enforcement assistance and dispatched insurance adjusters to accident sites.

Aug '95 - Jun '96

**Learning Resources Coordinator & Transition Specialist Colorado Northwestern Community College, Rangely, CO**

Directed and coordinated all aspects of the Supplemental Instruction Peer Tutoring division of the Learning Resource Center. Lecturer on Americans with Disabilities Act, and learning resources program options for special needs students. Designed curriculum to provide ADA training and cultural sensitivity training to employees. Budget management and program marketing. Recruited and retained at-risk students, and volunteer peer tutors, and mentors. Wrote training manuals and curriculum for peer tutors and mentors. Served on student retention and disciplinary team.

Coordinated learning support for all students and Perkins Grant eligible students. Developed and instituted peer tutoring program serving all academic disciplines. Delivered presentations to faculty, staff, and students on ADA compliance. Conducted program marketing utilizing multi-media. Liaison between faculty and Supplemental Instruction peer tutors. Implemented peer tutoring training program and Supplemental Instruction program. Developed retention plans for special needs students. Conducted needs analysis for program implementation. Participated in institutional compliance with Federal and State EO, ADA regulations. Managed Supplemental Instruction and Learning Resource Center budgets. Supervised office staff, 24 tutors and 22 mentors, volunteers. Searched for and wrote grants to fund departmental and program goals and initiatives.

Aug '91 - Jun '95

**College Health Promotions Assistant Colorado State University, Ft. Collins, CO**

Managed publications and training materials production for college health services major University. Graphic artist for brochures, forms, conference poster displays, and teaching materials. Wrote and developed publications and teaching materials on student health and wellness. Coordinated multi-media program marketing campaigns. Assisted in development and implementation of

**Roxann Hamilton, M.Ed., CSIS, CPSWS, CWRAPF, COLTC, CASA**

2309 Greenwald St. #1221 Bellevue NE 68123

402-840-1861

roxannhamilton@yahoo.com

#### **EDUCATION**

**Master of Education**, Occupational Special Needs - Transition Specialist *Colorado State University, Ft Collins, CO*

**Bachelor of Science**, Geography - Urban Planning *Minnesota State University, Mankato, MN*

#### **CERTIFICATIONS**

**Supplemental Instruction Specialist**

**Peer Support and Wellness Specialist**

**Wellness Recovery Action Plan Facilitator**

**Ombudsman and Disability Advocate**

**Court Appointment Special Advocate Juvenile Court**

**Skills:** Active listening, Trauma Informed Care, Motivational Interviewing

Crisis intervention, patience, perseverance

Public benefits and entitlements – applications, documentations and appeals

Advocacy, Coaching Self-Advocacy, Teaching, Public Speaking, Report and grant writing

Case management, contact and incident documentation

**Mission:** To provide multi-cultural peer support and wellness services to persons with mental illness

Provide trauma informed care in crisis and prevention situations

Provide advocacy services and resource options in accessing support services

Provide assistance with benefits appeals and resources

Establish consistent relationships with youth, adults, elderly, disabled, parents and care givers

Train and guide individuals in successful self-advocacy

**Experience Summary:** Instructor for Colleges and Universities

Peer Support Specialist, WRAP Facilitator, Therapy Dog Trainer

Social services systems navigation and advocacy

College Program Director, Program Coordinator

Director of Education 501c3 businesses

Conference Presenter and public speaker on Behavioral Health and Addictions Issues

Lobbyist for Disability Issues

Public Safety Supervision (Transportation)

Technical writer, cartographer, geographer for: USSCS, USGS, USDOD-USAF

Urban High Crime Abatement Analyst Champaign IL Police Department



multi-cultural and special interest groups campus-wide and community events. Substance Abuse and Addictions Cessation, Cinco de Mayo. Breast Cancer Awareness. HIV/AIDS Prevention. Native American and Black American celebrations and awareness. Women's History. Men's and Women's Health and Wellness. Stress Management. Gay and Lesbian Awareness. Smoking Cessation. Identified disabled students special needs for accessing multi-media advertising and health education materials. Master illustrator and writer for teaching materials. Supervised student practicum and work study students. Organized and produced community information booths. Taught workshops for special needs, minority, non-traditional and high risk students.

Aug '94 - May '96

**Transition Specialist** *Ferguson High School, Loveland, CO*

Taught courses in required education, life skills to high risk teens: money management, parenting skills, conflict management, GED test preparation. Gave vocational interest standardized tests to at risk youth. Monitored youth on probation school attendance and participation. Taught resume writing, job seeking and keeping skills. Facilitated job shadowing and internship experiences and non-traditional occupations for at-risk youth. Mentored youth offenders job searches. Developed transition plans for high risk students exiting high school. Ensured Section 504 of the 1974 Rehabilitation Act rights of students were in place and upheld. Provided motivational leadership to increase graduation rates.

**Volunteer Work:** Child welfare and protection, advocacy for disabled, lobbying, Federal Fuel Tax for transportation editor.

#### **PUBLICATIONS**

*Over 375 professional publications in the following areas:*

Urban and Regional Planning

Training Manuals (youth and Adult)

Soils Conservation

Geological Survey

State of Minnesota Atlas of Occupancy

Blue Earth County Emergency Management

USAF/Department of Defense

Urban High Crime Abatement Champaign IL

Feasibility Studies, Needs Analyses, Status Reports

Annual Reports

RFP's

Grant Applications

Curriculum design of Certificate and Associate of Applied Science college programs

Designed and developed 10 college level courses in Geography and Community Behavioral Health

Wrote marketing materials for 20 programs and community education activities

#### **REFERENCES**

**Norm Wallman via Aide Jennifer Bohlmeier, Senator**

State of Nebraska

402-471-2620

nwallman@leg.ne.gov

**Rebecca Reiter, Case Manager**

Community Alliance

402-219-1770

rebecareiter1080@yahoo.com

**Kristin Walz, JD**

402-440-8852

**August 24, 2018**

**Mayor Sanders –**

**I'm not 100% sure you knew that our previous Resident Commissioner (LaShawn Miller) resigned a few months back. She had financial problems and stopped paying her rent – which got the ball rolling for her removal. Resident Commissioners are hard to come by and we've had feelers out for a while. Recently Carolyn Pospisil got an inquiry in response to an ad in our newsletter about the opening, which led to me interviewing the nominee (Roxann Hamilton) named in the attached letter.**

**I am hopeful that Roxann will be a good addition to the Board. She is certainly an enthusiastic volunteer and wants to help out with the Family Self-Sufficiency Program as well. We've never had a Section 8 resident commissioner, and certainly not one with the background Roxann has. I respectfully request your favorable consideration in forwarding her name to the Council to fill the position.**

**Please call me if you have any questions – and as always, thanks for your support!**

**Best Regards, Jim Hawkins**

A handwritten signature in cursive script, appearing to read "Jim", written in black ink.

Mayor Rita Sanders  
1500 Wall Street  
Bellevue, NE 6800  
402-293-3020

September 1, 2018

Sherry Bergen  
4511 Anchor Mill Drive  
Bellevue, NE 68133  
402-660-5509

Re: Library Board Application

Dear Mayor Sanders,

I request consideration to become a member of the Bellevue Library Board. The strongest qualifications I can cite is my 20+ year career as a teacher, school librarian and advocate of children's literature.

My father, a member of the United States Air Force, moved our family to Bellevue in 1964 and I graduated from Bellevue High School in 1966. After traveling and living in different states I returned to Nebraska to raise my own family in, and around, the Bellevue area. I completed my undergraduate, graduate and Library Media Specialist credentials through the University of Nebraska at Omaha. Teaching positions included the Ralston Public School District, St Matthew the Evangelist Parochial School and the Papillion La Vista Public School District. Additional experience included work at Little Professor Books and management of the Children's Department at The Bookworm. Since retirement my therapy dog, Lucy, and I visit and read with students at area schools as well as having been a participant at the Pawsitive Reading Program at the Bellevue Library. I believe I can add a unique professional and personal perspective to the board.

Respectfully.

A handwritten signature in black ink, appearing to read 'Sherry Bergen', with a stylized, cursive script.

Sherry Bergen



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

\* 56.4  
9.24.18

## MEMORANDUM

To: City Council President Jim Moudry & Council Members

From: Joe Mangiamelli, City Administrator

Date: September 18<sup>th</sup>, 2018

Subject: Reappointment to the Civil Service Commission

Please consider the following for reappointment to the **Civil Service Commission**.

Jack Charvat  
809 Lemay Dr  
Bellevue, NE 68005

He will be serving a (5) five year term ending June 2023.

John L "Jack" Charvat was born in Ewing, NE on August 23, 1933. Graduated from Ewing High School May 1951. I married in September 1952 to my wife Nadine, and we raised four children. I am a graduate of the University of Nebraska at Omaha.

I was employed in Omaha for 2 years at Roberts Dairy before joining the US Air Force in April of 1953. Served seventeen years of my military career in the states, with eleven years of that time were served at Offutt AFB. Remainder of my career were served in France, Guam and Southeast Asia, before retiring with rank of CMSGT on March 1, 1976.

I was employed with the Weather Bureau Service for a short period, before an eighteen year career in residential real estate sales, In Bellevue.

I was elected to the Bellevue City Council in 2002 and served six years. Later served on the Bellevue GDBG committee and currently serving on the Bellevue Civil Service Committee.

I am a Charter Member of the Bellevue Fraternal Order of Eagles, having served as Aerie, State and Regional President. I was later selected by the Grand Aerie to serve on the National Grand Tribunal and was elected Chief Justice, my last year on the Tribunal.

7a  
9.24.18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	09/24/18	AGENDA ITEM TYPE:
SUBMITTED BY:  Sabrina Ohnmacht, City Clerk		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input checked="" type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

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

SYNOPSIS:

SDL Application for Cornhusker Beverage Mart to sell beer, wine, and distilled spirits at a Graduation Reception being held in the Symposium Admin Bldg at Bellevue University, 1000 Galvin Road South in Bellevue, on November 15, 2018, from 2:00 p.m. to 7:00 p.m.

FISCAL IMPACT:

\$40 fee payable to City

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

n/a

RECOMMENDATION:

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

BACKGROUND:

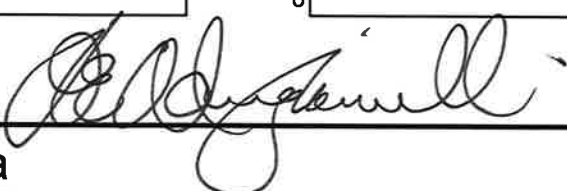
Special Designated Liquor License (SDLs) Applications are turned in directly to the City Clerk's Office. They are reviewed by the Police and then submitted for Council to review and give approval.

ATTACHMENTS:

1	Application	4	
2	Review Sheet from Police	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:



FINANCE APPROVAL:

n/a

LEGAL APPROVAL:

n/a

## Special Designated License Local Recommendation (Form 200)

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

Willow Springs Bottling Co. Inc. DBA Cornhusker Beverage Mart

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

8510 k Street, Omaha, NE 68127 Douglas County #1

Retail Liquor License Address or Non-Profit Business Address

CK117309

Retail License Number or Non-Profit Federal ID #

Event Date(s): 11/15/2018

Event Start Time(s): 2pm

Event End Time(s): 7pm

Alternate Date: none

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

Event Building Name: Symposium Administration

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

Indoor area to be licensed in length & width: 120 X 100

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

Type of Event: Graduation Reception Estimate # of attendees: 75

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

Event Contact Name: James Sobczyk Event Contact Phone Number: 402-216-4168

Event Contact Email: info@cornhuskerbeverage.com

\*Signature Authorized Representative: James J. Sobczyk  
\*Retail licensee – Must be signed by a member listed on permanent license  
\*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

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

\_\_\_\_\_  
Date

**APPLICATION FOR A  
SPECIAL DESIGNATED LIQUOR LICENSE**

**POLICE REPORT**

DATE OF COUNCIL MEETING: 09-24-18 Due to City Clerk: by noon 09-19-18

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

LOCATION/ADDRESS: Symposium Administration Bldg at Bellevue Univ, 1000 Galvin Road South

REQUESTED ACTION: Request for a Special Designated Liquor License to sell beer, wine, and distilled spirits during a graduation reception on November 15, 2018, from 2:00 p.m. to 7:00 p.m.

COMMENTS:

Approved

Sgt. P. J. 9-21-18



76  
9.24.18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	09/24/2018	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:

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

SYNOPSIS:

SDL Application for Cornhusker Beverage Mart for a wine tasting being held at Daniel Gross High School, 770 South 43rd Street, on November 16, 2018, from 5:00 p.m. to 10:00 p.m.

FISCAL IMPACT:

\$40 fee payable to City

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

n/a

RECOMMENDATION:

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

BACKGROUND:


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

ATTACHMENTS:

1	Application	4	
2	Review Sheet from Police	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:



FINANCE APPROVAL:

n/a

LEGAL APPROVAL:

n/a

**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

Willow Springs Bottling Co. Inc. DBA Cornhusker Beverage Mart

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

8510 k Street, Omaha, NE 68127 Douglas County #1

Retail Liquor License Address or Non-Profit Business Address

CK117309

Retail License Number or Non-Profit Federal ID #

Event Date(s): 11.16.18

Event Start Time(s): 5pm

Event End Time(s): 10pm

Alternate Date: none

Alternate Location Building & Address:

Event Building Name: Daniel Gross High School

Event Street Address/City: 7700 South 43rd street Bellevue 68147

Indoor area to be licensed in length & width: 120 X 120

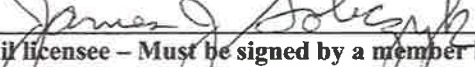
Outdoor area to be licensed in length & width: X (Diagram Form #109 must be attached)

Type of Event: wine tasting Estimate # of attendees: 200

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

Event Contact Name: James Sobczyk Event Contact Phone Number: 402-216-4168

Event Contact Email: info@cornhuskerbeverage.com

\*Signature Authorized Representative:   
\*Retail licensee – Must be signed by a member listed on permanent license  
\*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

8a  
9.24.18

COUNCIL MEETING DATE:	08/15/2018	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:

**Ordinance 3912, Creation of Clean Energy Assessment District**

SYNOPSIS:

The Property Assessment Clean Energy Act passed by the Nebraska legislature provides for energy efficiency, and use of renewable energy in projects and the financing of upfront costs by leveraging private capital and equity and not public debt.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:			
	Expected Start Date:		Expected End Date:	
	CIP Project Name:			
	MAPA # and Name:			
	Street District # and Name:			
Finance	Distribution Code:			
	GL Account #:	GL Account Name:		

RECOMMENDATION:

Approve Ordinance 3912, creating the Bellevue Clean Energy Assessment District. This ordinance provides for the utilization of clean and renewable energy projects and the financing thereof. The city of Bellevue will implement this program for eligible projects through an Interlocal Agreement with Omaha, under development, as authorized in the Property Assessment Clean Energy (PACE) Act.

BACKGROUND:

Property Assessment Clean Energy (PACE) was established to provide for the installation, in appropriate projects, of clean or renewable energy improvements to be funded through assessments on qualifying properties by third party financiers. Omaha has established the process and review criteria for projects and Bellevue hopes to avail itself of that effort rather than creating another entity and resulting beauracracy. The legislation allows for the proposed partnership with Omaha under an interlocal agreement - that agreement will be presented for approval with the third reading of this ordinance. Staff has been advised there is a Bellevue project awaiting passage of this ordinance to initiate construction. An agreement for that development project, if advanced, will be submitted for consideration in accord with the provisions outlined in the ordinance through the Omaha review process to establish eligibility.

ATTACHMENTS:

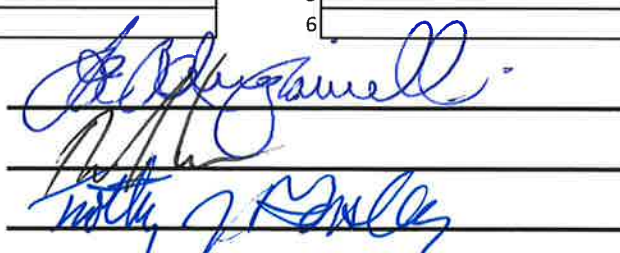
1	Ordinance 3912	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



ORDINANCE NO. 3912

AN ORDINANCE TO CREATE ARTICLE IV OF CHAPTER 26, SECTIONS 26-51 THROUGH 26-55, OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE CREATION OF A CLEAN ENERGY ASSESSMENT DISTRICT; TO ESTABLISH DEFINITIONS; TO PROVIDE FOR FINANCING, ADMINISTRATION AND COLLECTIONS, FOR ENERGY IMPROVEMENTS AND RENEWABLE ENERGY SYSTEMS; 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 Chapter 26, PLANNING AND DEVELOPMENT, Article IV. Property Assessed Clean Energy (PACE), Sections 26-51 through 26-55 of the Bellevue Municipal Code is hereby created to read as follows:

**Article IV. Property Assessed Clean Energy (PACE)**

**Sec. 26-51. Findings and Determinations.**

That the City Council of the City of Bellevue, Nebraska (the "City"), hereby finds and determines as follows:

(a) Pursuant to Neb. Rev. Stat. §§ 13-3201 to 13-3211, inclusive, the "Property Assessment Clean Energy Act" (the "Act"), energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska's citizens. Using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants. To further these goals, it is necessary for the City to promote energy efficiency improvements and renewable energy systems. Upfront costs for energy efficiency improvements and renewable energy systems may prohibit or deter many property owners from making improvements. It is necessary for the City to implement an alternative financing method through the creation of a clean energy assessment district.

(b) Financing energy projects to further these goals is a valid public purpose and can be accomplished through Property Assessed Clean Energy ("PACE") financing, which is used to overcome the upfront costs for energy efficiency improvements and renewable energy systems by leveraging private capital and equity, not public debt.

(c) Pursuant to the Act and Neb. Rev. Stat. § 13-3204, the City of Bellevue is authorized to establish a clean energy assessment district so that owners of qualifying property can access PACE financing for energy efficiency improvements or renewable energy improvements to their properties located in such municipality. The City may enter into an

1 agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-  
2 801, et seq., for the creation, administration or creation and administration  
3 of clean energy assessment districts, pursuant to Neb. Rev. Stat. § 18-  
4 3210. The City declares its intent that the provisions of this Ordinance  
5 shall be in conformity with federal and state laws. The City enacts this  
6 Ordinance pursuant to the Act, as amended.  
7

8 **Sec. 26-52. Title and Definitions.**  
9

10 That this Ordinance shall be known and may be cited as "The City of Bellevue  
11 Property Assessed Clean Energy (PACE) Ordinance." Except the words and phrases  
12 specifically defined below or in, Neb. Rev. Stat. § 13-3203, as amended, words and  
13 phrases used in this Ordinance shall have their customary meanings. As used in this  
14 Ordinance, the following words and phrases shall have the following meanings:  
15

16 (a) "District" means the Bellevue, Nebraska, Clean Energy Assessment  
17 District, created pursuant to this Ordinance, as authorized by Neb. Rev. Stat. §§  
18 13-3203 and 13-3204(3), which boundaries shall be the corporate boundaries  
19 of the City of Bellevue and its extraterritorial jurisdiction.  
20

21 (b) "District Administrator" means the Director of the City of Bellevue  
22 Planning Department or a designated representative, or a third-party  
23 administrator selected by the City.  
24

25 (c) "PACE financing" means funds provided to the owner(s) of qualified  
26 property by third-party lender, pursuant to the Act and this Ordinance, for an  
27 energy efficiency improvement.  
28

29 (d) "Qualifying Property" means commercial property, including  
30 multifamily residential property comprised of more than four dwelling units,  
31 and industrial property located in the District.  
32

33 **Sec. 26-53. District Boundaries and Requirements Pursuant to Neb. Rev. Stat. §**  
34 **13-3204(3).**  
35

36 (a) The City finds that the financing of energy projects is a valid public  
37 purpose;

38 (b) The boundaries of the District shall be the corporate boundaries of the City  
39 and its extraterritorial jurisdiction, as allowed pursuant to Neb. Rev. Stat. § 13-  
40 3204(1);

41 (c) The District Administrator shall use a contract form for assessment contracts  
42 between the City, the owner of the qualifying property, and a third-party lender,  
43 substantially in the form or containing terms as attached hereto as Exhibit "A,"  
44 governing the terms and conditions of financing and annual assessments that is in  
45 accordance with the Act, including Neb. Rev. Stat. § 13-3205(1), which provides

1 for repayment of the costs financed through annual assessments upon the  
2 qualifying property benefited by the energy project;

3 (d) The Mayor of the City is authorized to enter into assessment contracts on  
4 behalf of the District;

5 (e) The District Administrator will use a financing application process and  
6 eligibility requirements, which shall be more specifically defined in a program  
7 manual created by the District Administrator, for financing energy projects in  
8 accordance with the requirements of the Act and accepted by the third-party  
9 lender. The application process and program eligibility requirements shall be, at a  
10 minimum, as follows:

11 i. Submission of an application to the District Administrator, which  
12 shall include, but not be limited to, the following information:

13 a) Applicant name and contact information, including property  
14 owner and developer;

15 b) Project location and legal description;

16 c) Identification of contractor or supplier, including anticipated  
17 PACE contractor and a copy of the approved bid for the energy  
18 efficiency project;

19 d) Project description;

20 e) Total project cost;

21 f) Description of proposed improvements;

22 g) Description of energy efficiency project to be financed;

23 h) Amount of requested assessment;

24 i) Interest rate on the PACE assessment and any required fees;

25 j) Term of assessment;

26 k) Estimated savings;

27 l) Title report showing any mortgage or lien holders;

28 m) Lender consent;

29 n) Projected jobs created by PACE project;

30 o) Project environmental benefits;

31 p) Energy audit report;

32 q) Funding source;

33 r) All other such information as needed to demonstrate the project  
34 complies with all the requirements of the Act.

35  
36 ii. The District Administrator shall review the application to determine  
37 whether the energy project meets the eligibility requirements of the Act  
38 and this Ordinance. An energy project shall not be eligible for PACE  
39 financing if the qualifying property is subject to any of the following:

- a) Delinquent ad valorem taxes;
- b) Delinquent personal property taxes;
- c) Delinquent special assessments;
- d) Overdue or delinquent water or sewer charges;
- e) Involuntary liens, including but not limited to construction liens;
- f) Notice of default pursuant to any mortgage or deed of trust related to the qualifying property, or
- g) If the property owner or property developer is delinquent in the payment of any assessment required to be paid for any energy efficiency improvement financed pursuant to the Act.

iii. If the energy project is determined to be eligible under the terms of the Act and as required in this Ordinance, the District Administrator shall review the application and recommend approval, request additional information, or deny the application, in its sole discretion.

iv. Upon approval of an application, the District Administrator is authorized to proceed with an assessment contract, as allowed for and required herein.

(f) Pursuant to Neb. Rev. Stat. § 13-3205(7), annual assessments agreed to under an assessment contract shall be levied against the qualifying property and collected in accordance with the Act;

(g) The District shall establish procedures to determine the following in the future:

- i. Provisions for an adequate debt service reserve fund created under Section 13-3209, if applicable;
- ii. Provisions for an adequate loss reserve fund created under Section 13-3208, if applicable; and
- iii. Any application, administration, or other program fees to be charged to owners participating in the program that will be used to finance costs incurred by the City as a result of the program;

which costs shall be deducted before remitting the remainder to the third-party PACE financing program administrator.

1 (h) The term of the annual assessments shall not exceed the weighted average  
2 useful life of the energy project paid for by the annual assessments;

3 (i) Any energy efficiency improvement that is not permanently affixed to the  
4 qualifying property upon which an annual assessment is imposed to repay the cost of  
5 such energy efficiency improvement must be conveyed with the qualifying property if a  
6 transfer of ownership of the qualifying property occurs during the term of the annual  
7 assessment;

8 (j) Prior to the effective date of any contract that binds the purchaser to purchase  
9 qualifying property upon which an annual assessment is imposed, the owner shall  
10 provide notice to the purchaser that the purchaser assumes responsibility for payment of  
11 the annual assessment as provided in Neb. Rev. Stat. § 13-3205(3)(d), that the  
12 obligations set forth in the assessment contract, including the obligation to pay annual  
13 assessments, are a covenant that shall run with the land and must be obligations upon  
14 future owners of the qualifying property;

15 (k) In connection with providing PACE financing, the District will provide for  
16 marketing and participant education;

17 (l) After the energy project is completed, the District and/or its third-party lenders  
18 shall obtain verification that the renewable energy system or energy efficiency  
19 improvement was properly installed and is operating as intended.  
20

21 **Sec. 26-54. Authorization for the PACE Program.**  
22

23 That pursuant to Neb. Rev. Stat. § 13-3204(1) the District shall be governed by the  
24 governing body of the City.  
25

26 (a) The District Administrator shall comply with the Act, the provisions of this  
27 Ordinance and follow approved City procurement policy and procedures for selecting a  
28 third-party administrator for the administration of the PACE program. The third-party  
29 administrator must ensure that there is no financial requirement, liability, or exposure  
30 to the District. The City Planning Department may serve as the administrator of the  
31 PACE program for the District.

32 (b) The District may also engage the services of a state or local financing agency for  
33 the purposes of providing conduit bond financing for the District as part of its third-  
34 party administration.

35 (c) Upon selection of a third-party administrator, that third-party administrator  
36 may, on behalf of the District, accept applications for financing energy efficient  
37 improvements within the District boundaries, facilitate the financing application  
38 process and review eligibility requirements for financing energy projects in  
39 accordance with the requirements of the Act and as accepted by the third-party  
40 lender.

41 (d) The District may recommend that it be expanded via the Interlocal  
42 Cooperation Act in order to create a program of sufficient size and scale, to attract



1 qualified third-party administrators, and/or to promote energy efficiency across  
2 multiple political subdivisions, as authorized under the Act.

3  
4 **Sec. 26-55. Liability of City Officials; Liability of City.**

5  
6 That notwithstanding any other provision of law to the contrary, officers and other  
7 officials of the City, the District and the County in which the City is located shall not be  
8 personally liable to any person for claims, of whatever kind or nature, under or related to  
9 the City's participation in the District's PACE Program, including, without limitation,  
10 claims for or related to uncollected PACE Assessments. The City has no liability to a  
11 property owner for or related to energy savings improvements funded under a PACE  
12 Program.

13  
14 Section 2. This Ordinance shall take effect and be in full force from and after its  
15 passage, approval and publication according to law.

16  
17 ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

18 CITY OF BELLEVUE

19  
20  
21  
22  
23 \_\_\_\_\_  
24 Mayor

25 ATTEST:

APPROVED AS TO FORM:

26  
27  
28 \_\_\_\_\_  
29 Sabrina Ohnmacht  
30 City Clerk

31  
32  
33  
34  
35  
36  
37  
\_\_\_\_\_  
City Attorney 

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Third Reading \_\_\_\_\_

# ENCEAD PACE

## Program Manual

### ENCEAD PACE

In Omaha, Property Assessed Clean Energy, or PACE is a financing tool to create clean energy projects and energy efficient buildings. Nebraska State Law allows for the creation of Clean Energy Districts and defines PACE-eligible projects. A City ordinance created the Eastern Nebraska Clean Energy Assessment District, or ENCEAD, and provides further structure for PACE in Omaha. The City ordinance also directs ENCEAD to create a program manual that defines the application process and eligibility requirement. This ENCEAD PACE program manual was created to satisfy that requirement.

The State law and the City ordinance provide the minimum requirements for a PACE application and project, as well as the circumstances under which an application or project will not be eligible for PACE financing. This ENCEAD PACE program manual provides guidance for the program and clarification on topics not specifically addressed by either the State law or City ordinance.

The intent of this program is to incentivize the reduction of energy use and water consumption in our community. The City of Omaha views PACE as a tool to encourage developers and property owners to go beyond the requirements of energy and building codes to achieve meaningful energy and water use reduction. Although energy and building codes do have energy and water savings built into them, ENCEAD promotes projects that achieve a higher standard.

### Eligible Property Types

Although State Law allows for commercial, industrial, residential, and agricultural use, only commercial and industrial PACE projects are eligible in the ENCEAD.

### Eligible Project Types

Projects including new construction and the rehabilitation of existing buildings are eligible for PACE financing in the ENCEAD. An application may be submitted to the ENCEAD PACE program for projects that are currently under development as of June 1, 2018. However, ENCEAD will not accept applications for projects where construction is complete and a Certificate of Occupancy was issued before June 1, 2018.

### Boundaries of the ENCEAD

Currently, only energy projects located within the Omaha city limits or its three-mile extraterritorial jurisdiction ("ETJ") are eligible for PACE financing.

Other local government jurisdictions may join the ENCEAD, upon request.

## Energy Project

The term "energy project" is not defined in either the State law or City ordinance, however, we interpret this term to mean the items discussed in Section 3 of the State law.

Items generally addressed in Section 5 of the State law are not part of the energy project, but are allowable costs under the assessment contract.

## Annual Assessment and Average Weighted Useful Life

Section 3 (1) of the State law requires an "agreement to pay an annual assessment for a period not to exceed the weighted average useful life of the energy project." The weighted average useful life includes only physical improvements to a property for which an average useful life may be calculated. Furthermore, the improvement must qualify as an energy efficiency improvement under Section 3(3) of the Nebraska State law.

## Assessment Contract

Section 5(1) of the State law states "the costs financed under the assessment contract may include the cost of materials and labor necessary for installation, permit fees, inspection fees, application and administrative fees, bank fees, and all other fees that may be incurred by the owner pursuant to the installation."

## Savings to Investment Ratio ("SIR")

Nebraska State Law requires the savings realized by an energy project to equal or exceed the cost of the energy project. Therefore, an SIR of 1.0 or greater is required for all energy projects.

## Calculating the Saving to Investment Ratio ("SIR")

Calculate the SIR by dividing the projected energy savings by the cost of the eligible energy efficiency improvements.

When calculating the SIR, please provide the SIR for individual components of the project. The City's approval will be based on the average SIR for the entire project.

Applicants should include estimated operations and maintenance costs, and projected increases in the cost of energy use, in the calculations.

A note on methodology: The City will evaluate the methodology used to determine the energy savings calculations. At this time, the City does not favor one methodology over another. However, please include a letter explaining the methodology used to determine the SIR. The ENCEAD may prescribe a methodology at a future date.

## Energy Projects and Building Codes

The City requires an energy project to meet all relevant energy and building codes. However, only aspects of the energy project that exceed energy and building codes are eligible for PACE financing in the ENCEAD.

Current Nebraska energy codes are presented at [http://www.neo.ne.gov/home\\_const/iecc/iecc\\_codes.htm](http://www.neo.ne.gov/home_const/iecc/iecc_codes.htm). Costs associated with building to this standard are eligible under ENCEAD PACE. However, an engineer must

demonstrate that the savings generated by the energy project will exceed the cost of the energy project, as required by State law.

Current building codes adopted by the City are presented at <https://permits.cityofomaha.org/codes-amendments>.

The City requires the use of COMcheck. Please visit the City's Permits and Inspections website at the following web address: <https://permits.cityofomaha.org/>.

### Verification of Completed Energy Project

Section 4(m) of the Nebraska State Law requires the municipality to obtain verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended. To meet these criteria, City Inspectors must sign off on components of the project for which they may have jurisdiction. Additionally, a professional engineer licensed in the State of Nebraska must provide a letter to the City stating the systems or improvements were properly installed and are operating as intended.

### Fees

The City charges a \$1,000 application fee at the time of application. This fee is not refundable.

An administrative fee of 1% of the total loan amount, not to exceed \$40,000, is due upon approval of the PACE project. The administrative fee shall be subject to a 50% reduction for a project that is also responsible for TIF fees.

An annual administrative fee of \$500 will also be collected.

## ENCEAD PACE Application Instructions

The ENCEAD PACE application is located at the following web address:

<https://planninghcd.cityofomaha.org/economicdevelopment/pace>, along with other PACE-related resources.

A link to the State law and City ordinance appear on this webpage, as well.

Your completed applications should be submitted to the City of Omaha Planning Department at [ENCEAD@cityofomaha.org](mailto:ENCEAD@cityofomaha.org), or mail to: PACE, 1819 Farnam Street, Suite 1111, Omaha, NE 68183.

Applicants should, as best as they can, provide responses to questions within the application form, rather than relying on attachments.

Attachments providing supporting data, drawings, and calculations are acceptable.

Provided below is clarification for specific sections of the application.

### 6. Project Details

Please describe the entire project, not just PACE component of the project. Please include drawings, maps, and photographs, when appropriate.

## **7. Financing Details**

Applicants may add rows to the tables provided in this section.

A Professional Engineer licensed in Nebraska is required to determine/approve the energy savings calculations.

## **8. Mortgage and Lien Holder Information**

Please be deliberate and specific in the explanation of the interest rate and fees.

## Other Topics

### **Applying for both PACE and TIF**

If the project requires both PACE and TIF funding, applicants should indicate as such on the application.

### **Who reviews the applications?**

City staff review the applications. Please direct inquiries and submit your application to [ENCEAD@cityofomaha.org](mailto:ENCEAD@cityofomaha.org). Ms. Bridget Hadley is the manager of the City's PACE program. Her email address is [Bridget.Hadley@cityofomaha.org](mailto:Bridget.Hadley@cityofomaha.org) and her telephone number is 402-444-5150. The mailing address, if you prefer to use it, is ENCEAD, City of Omaha Planning Department, 1819 Farnam Street, Suite 1111, Omaha, NE 68183.

### **Who approves the applications?**

The City established a seven member PACE ENCEAD Committee. The Committee approves, disapproves, or may request additional information from the application. The District Administrator (the Director of the Omaha Planning Department) will provide a letter to the applicant indicating the decision of the Committee regarding the application or request additional information.

### **Interlocal Agreements**

The State law and City ordinance allow for interlocal agreement by and between the City and partner jurisdictions. Currently, the City does not have interlocal agreements with partner jurisdictions. The City is willing to enter into interlocal agreements to allow the ENCEAD PACE program to be used in areas outside its boundaries.

### **Regulations of Partner Jurisdictions**

When the City has entered an interlocal agreement with a partner jurisdiction, it is possible the City may have different building codes than partner jurisdictions. For projects located outside of Omaha, energy projects must meet all regulatory requirements of the partner jurisdiction. This includes building codes, zoning regulations, and all other applicable laws and regulations.

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When the City has entered an interlocal agreement with a partner jurisdiction and if an ENCEAD PACE application is received for a project located within a partner jurisdiction, the application approval process includes an extra step.

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3. The PACE ENCEAD Committee will consider the opinion of the partner jurisdiction when determining whether to accept or reject the application.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

8a.1  
9-24-18

COUNCIL MEETING DATE:	09/24/2018	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input checked="" type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Approval of interlocal agreement with city of Omaha for enactment of Clean Energy Assessment Districts for Bellevue

SYNOPSIS:

The state of Nebraska has passed legislation allowing for the creation of clean energy (CEAD) assessment districts to assist in financing of eligible energy efficient projects. The legislation further allows for a community with previously enacted CEAD ordinances to provide oversight for other communities; Omaha will assist Bellevue in this effort.

FISCAL IMPACT:

Minimal, additional responsibility of City Planning Director and Chief Building Official

BUDGETED ITEM: ☐ YES ☐ NO GRANT/MATCHING FUNDS ☐ YES ☐ NO  
IF NO, EXPLAIN: IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

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

RECOMMENDATION:

Approve the Interlocal Agreement with Omaha to provide for the implementation of Clean Energy Assessment District projects to be considered for Bellevue improvements. There is no cost to the city in this effort, only review as to compliance with the ordinance establishing the CEADs by the Planning Director and Chief Building Official. Fiscal oversight is accomplished by private lending institutions providing funding for the same. Approved projects will be submitted to the Sarpy County Treasurer so that assessments for the cost of the improvements can be levied and loans repaid.

BACKGROUND:

The Nebraska Legislature enacted legislation to provide financial assistance opportunities for project wherein developers or redevelopers would incorporate greater energy efficient methods of serving the properties beyond customary or minimum energy code compliance. The assistance is through private financing with local banking establishments wherein the costs of the energy components can be repaid through assessments spread over a period of years. No city costs are to be incurred in the projects. The private assessments are levied through the Sarpy County Treasurer as are other assessments for public improvements.

ATTACHMENTS:

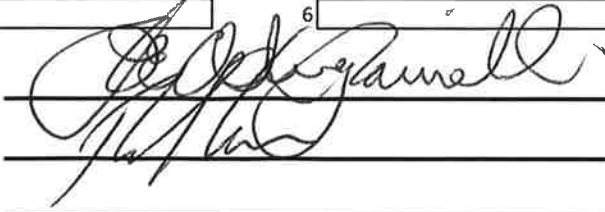
1	Resolution 2018-29	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



RESOLUTION NO. 2018-29

WHEREAS, the Nebraska Legislature has passed legislation authorizing the creation and implementation of Clean Energy Assessment Districts to assist development and redevelopment projects through financing of efforts beyond compliance with the energy codes for more efficient methods of serving projects; and,

WHEREAS, the legislation allows communities to join efforts in the creation of such Clean Energy Assessment Districts and Omaha has previously passed its Ordinance 41152, on May 16, 2017, which provides for its implementation of the Clean Energy Assessment District (CEAD) process and procedures; and,

WHEREAS, Bellevue wishes to make participation in the CEAD process available to developers and redevelopers of projects in this community an option to consider in the overall project financing and, to that effect, has passed Ordinance No. 3912, on September 24, 2018; and,

WHEREAS, Omaha has prepared the attached Interlocal Cooperation Agreement whereby the city of Bellevue can utilize the assistance of Omaha in the Implementation of CEAD projects within the city limits of Bellevue for eligible projects.

NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that the Interlocal Cooperation Agreement between the City of Bellevue and the City of Omaha providing for the assistance necessary in the implementation of Clean Energy Assessment District for eligible development and redevelopment projects in Bellevue, is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is authorized to sign and the City Clerk is authorized to attest the Interlocal Cooperation Agreement.

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

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

ATTEST:

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

Approved as to Form:

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

## **INTERLOCAL COOPERATION AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into on the last date below written, by and between the Eastern Nebraska Clean Energy Assessment District ("ENCEAD"), the City of Omaha, Nebraska, a municipal corporation and a city of the metropolitan class ("Omaha"), the City of Bellevue, Nebraska, a municipal corporation and a city of the first class ("Bellevue") and Bellevue, Nebraska, Clean Energy Assessment District ("BNCEAD").

### **WITNESSETH:**

WHEREAS, the Nebraska legislature passed the Property Assessed Clean Energy Act ("PACE Act") during the 2017 legislative session to encourage energy efficiency and use of renewable energy for the preservation of the health and economic well-being of Nebraska citizens; and

WHEREAS, pursuant to the PACE Act, the City Council of the City of OMAHA, passed Ordinance No. 41152 on May 16, 2017, to implement the provisions of the PACE Act to create the Eastern Nebraska Clean Energy Assessment District ("ENCEAD"); and

WHEREAS, the city of Bellevue seeks to take advantage of the PACE Act to fund eligible projects as authorized under the PACE Act; and

WHEREAS, use of the PACE program requires implementation of a clean energy assessment district to enter into an assessment contract with a property owner located within the municipality; and

WHEREAS, the city of Bellevue has created the Bellevue, Nebraska, Clean Energy Assessment District (“BNCEAD”); and

WHEREAS, the parties are authorized by the statutes of the State of Nebraska, including the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et. seq. as amended, and the PACE Act to enter into cooperative agreements for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Bellevue, Omaha, BNCEAD and ENCEAD now desire to enter into this Agreement, the purposes of which are to authorize ENCEAD and Omaha to work with BNCEAD and Bellevue to administer a clean energy assessment district to be created for Bellevue to finance eligible projects under PACE.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements hereinafter, it is agreed by and among the parties as follows:

## **I.**

### **Purpose and Rights and Duties of the Parties**

The purpose of this Agreement is to facilitate and allow Omaha and ENCEAD to administer BNCEAD and the parties agree that their respective duties to implement the Agreement shall be borne as follows:

1. BNCEAD will require that all applications and proposals under PACE be compliant with procedures of the Act, all relevant or applicable building codes, the ENCEAD program guidance and ENCEAD fee schedule.

2. BNCEAD will require all applications to include the information required by Section 3, Subsection E of Omaha ordinance No. 41152, which is included herein by this reference, and assist ENCEAD in the review of all applications submitted.
3. BNCEAD will provide notice to the Sarpy County Treasurer, as necessary or appropriate, of any assessments required for projects approved by ENCEAD on behalf of BNCEAD and cause any associated financing contract to be recorded in the Sarpy County Register of Deeds, as required by the PACE Act and Omaha and Bellevue ordinances.
4. BNCEAD will provide certification to ENCEAD upon completion of the energy project that the energy efficiency improvement or renewable energy system was properly installed and is operating as intended.
5. ENCEAD will administer BNCEAD, in connection with Bellevue, for purposes of financing eligible projects, to include the review of applications, approval of documentation and all other such administrative services necessary to facilitate clean energy or renewable energy projects.
6. ENCEAD and Omaha will provide oversight and administrative services for approved energy projects requiring financing as defined in the PACE Act, the ENCEAD guidance documents and fee schedule.
7. ENCEAD will enter into an assessment contract with the owner(s) of the approved energy project, as required by the PACE Act and the Omaha and Bellevue ordinances.
8. ENCEAD will carry out all other duties as delineated under Ordinance No. 41152.



## **II.**

### **Duration**

This Agreement shall become effective and binding upon its execution by all parties, and the duration of this Agreement shall be an initial term of ten years from the date of execution and may be renewed for five years for three consecutive periods thereafter. Bellevue and Omaha will meet four months prior to the end of the initial term and respective renewals thereafter to discuss any amendments necessary to the terms and conditions herein.

## **III.**

### **Separate Entity and Administration**

This Agreement does not establish any separate legal or administrative entity. The administration of this Agreement shall be designated by employees of each party, as required herein.

## **IV.**

### **Authority**

Any clean energy assessment district created in accordance with the provisions outlined in the PACE Act, along with the ENCEAD already established and in effect, shall continue. The municipalities shall act as governing bodies of the clean energy assessment districts.

## **V.**

### **Payments**

Neither Bellevue nor BNCEAD shall be liable or responsible for any payments or costs

associated with ENCEAD's and Omaha's provision of the aforesaid services and ENCEAD and Omaha shall instead be solely compensated through the fees assessed and collected per the ENCEAD guidance documents and fee schedule.

## **VI.**

### **Insurance**

Each party shall either be self-insured or have and maintain in effect general liability insurance and workers' compensation insurance.

## **VII.**

### **Indemnity**

Each party agrees to indemnify the other from any and all losses sustained by or claims made against the other party, which loss or damage was proximately caused by the negligence, omissions, or intentional acts of the employee of that party while said employee was serving or acting pursuant to the terms of this Agreement.

## **VIII.**

### **Non-Discrimination**

The Parties to this Agreement, in the performance hereunder, shall not discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, national origin, age, or disability.

## **IX.**

### **Applicable Law**

The Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law shall govern the terms and the performance under this Agreement.

## **X.**

### **Modification**

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms herein, unless done in writing and signed by an authorized officer of the respective parties.

## **XI.**

### **Assignment**

Neither party may assign its rights under this Agreement without the express written consent of the other.

IN WITNESS WHEREOF, the parties hereto have respectively signed and sealed this Agreement as of the date written.

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

CITY OF OMAHA, NEBRASKA

a municipal corporation

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

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

Dated: \_\_\_\_\_

Eastern Nebraska Clean Energy Assessment District,

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

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

Dated: \_\_\_\_\_

Bellevue, Nebraska, Clean Energy Assessment District

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

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

Dated: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA

a municipal corporation

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

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

Dated: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

86  
9.24.18

COUNCIL MEETING DATE:	8/27/2018	AGENDA ITEM TYPE:
SUBMITTED BY: Jeff Roberts, Public Works Director Epiphany Ramos, WW Operations Manager	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:

Sewer Rate Increase

SYNOPSIS:

Approve the request to increase the sewer fees for the next five years based on the City of Omaha increasing their rates to fund a Combined Sewer Overflow (CSO) project, which directly increases the treatment processing costs for Bellevue.

FISCAL IMPACT:

--

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

Approve the request to increase the sewer fees for the next five years based on the City of Omaha increasing their rates to fund a Combined Sewer Overflow (CSO) project, which directly increases the treatment processing costs for Bellevue.

BACKGROUND:

See sewer rate study.

ATTACHMENTS:

- 1 Ordinance
- 2 Sewer Rate Study
- 3

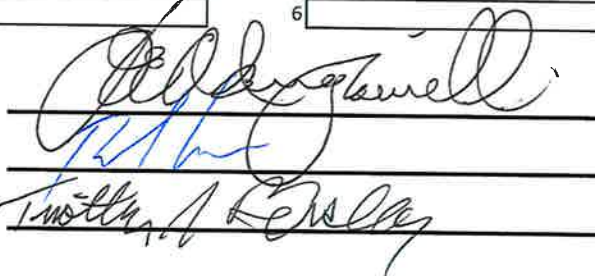
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SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



# 2019-2023 CITY OF BELLEVUE SEWER RATE STUDY

08/17/2018

## ABSTRACT

This study is intended to support the financial plan for the wastewater utility for the City of Bellevue. The overall goal is to set rates to recover costs & avoid significant fluctuations. The study should address projected expenses, including future capital needs in order to avoid spikes in rates, reduced reliance on surplus to cover annual operations, and support a budget that attempts to build a stabilization reserve (for future capital needs).

**Epiphany Ramos**  
Wastewater Operations Manager

## **Background**

The City of Bellevue provides sewer service to approximately 18,000 residential and commercial sewer connections within the City. Residential customers account for roughly 90% of total accounts and 80% of wastewater flows. The City encompasses 16.02 square miles and has a population of approximately 54,000. The City owns and operates a wastewater collection system consisting of over 360 miles of sewer pipelines and 20 sewer pump stations.

The City's sewer utility is accounted for as a self-supporting enterprise fund. The sewer enterprise receives no property tax revenues and relies primarily on sewer service charges as the utility's main source of revenue. As such, the City's sewer rates need to be set at levels adequate to fund the costs of providing wastewater service.

These costs include City operating, maintenance, and capital improvement costs.

Key objectives of the study include:

- Provide review of the City's sewer rates and finances.
- Develop financial projections to evaluate financial scenarios and determine future sewer enterprise revenue requirements.
- Recommend sewer rates designed to equitably recover the costs of providing service and maintain financial health.

This study provides a summary of key findings and recommendations.

## **Sewer Fund**

This sewer rate study has also been undertaken to determine what adjustments, if any, in sewer rates and related fees are needed to meet the financial obligations of the City of Bellevue Wastewater Fund during the planning period of 2019 through 2023. The analysis has determined that the existing rates and fees are inadequate to meet the needs of the system.

The fund has been performing well over the last three fiscal years, largely due to annual rate increases and deferred maintenance. Appropriate fund management should account for annual expense increases, actual operations expenses, as well as capital replacement and improvement plans.

In recent years, the City's sewer finances have benefited from a) a deferral of CIP funding needs and related debt service, b) a reduced level of City capital improvements, including replacements, c) deferred maintenance.

It is the goal of the fund to establish and maintain a cash reserve and maintain that reserve for purposes of capital improvement project funding and emergency sewer repairs. The fund has been able to keep the reserve account balance stable, which has resulted in the ability to reservice existing debt. It is important that the fund maintain its current level of financial performance.

## Regional and Local Sewer Rate Comparison

The City's sewer rates are currently in the low range compared to other local and regional sewer agencies near Bellevue. Residential customers pay a sewer service charge per each residential dwelling unit. Commercial and institutional accounts pay volumetric charges based on metered water use.

Sewer service charges are billed monthly. The City's current residential sewer charge of \$14.31 for the first 2 CCF of usage and \$3.44 per each additional CCF of usage is slightly below the median of 7 regional agencies surveyed, and more than 6% below the regional survey average of \$40.81.

It should be noted that of the agencies surveyed, both Lincoln and Council Bluffs own and maintain their water and sewer utilities directly. Bellevue, Papillion, and Gretna are reliant on Omaha sewer utilities and processing for services.

Local and Regional rate survey conducted August 2018. The below figures are based on 9 CCF residential monthly usage.

Figure 1:

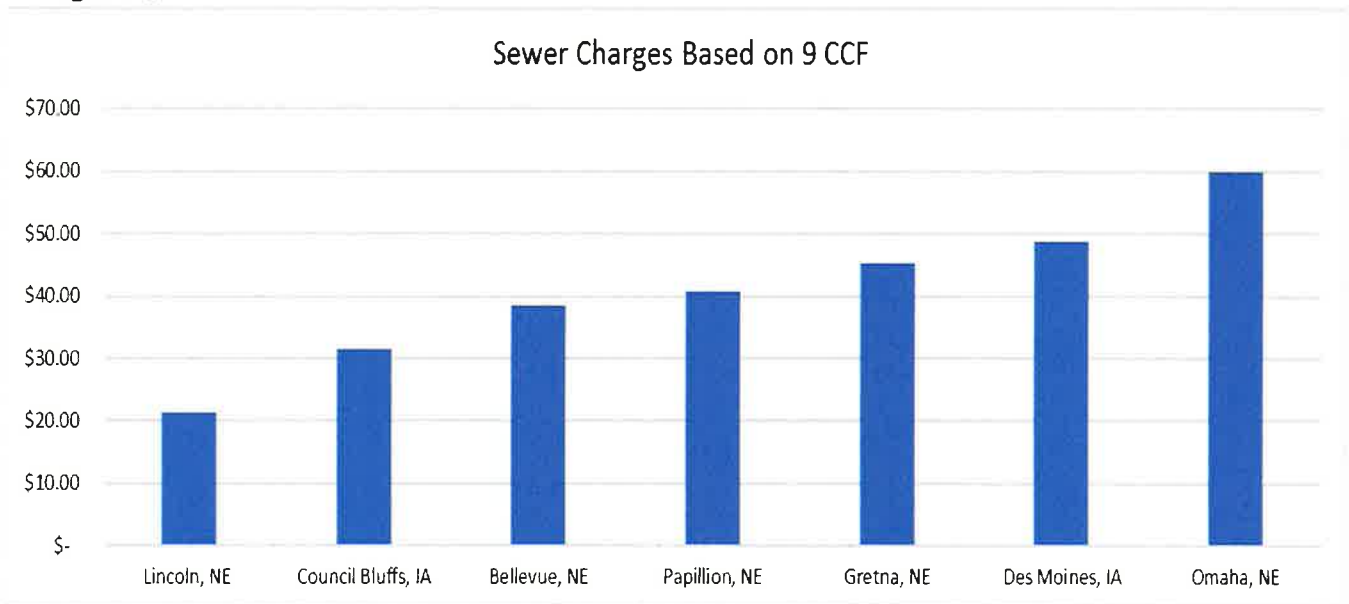
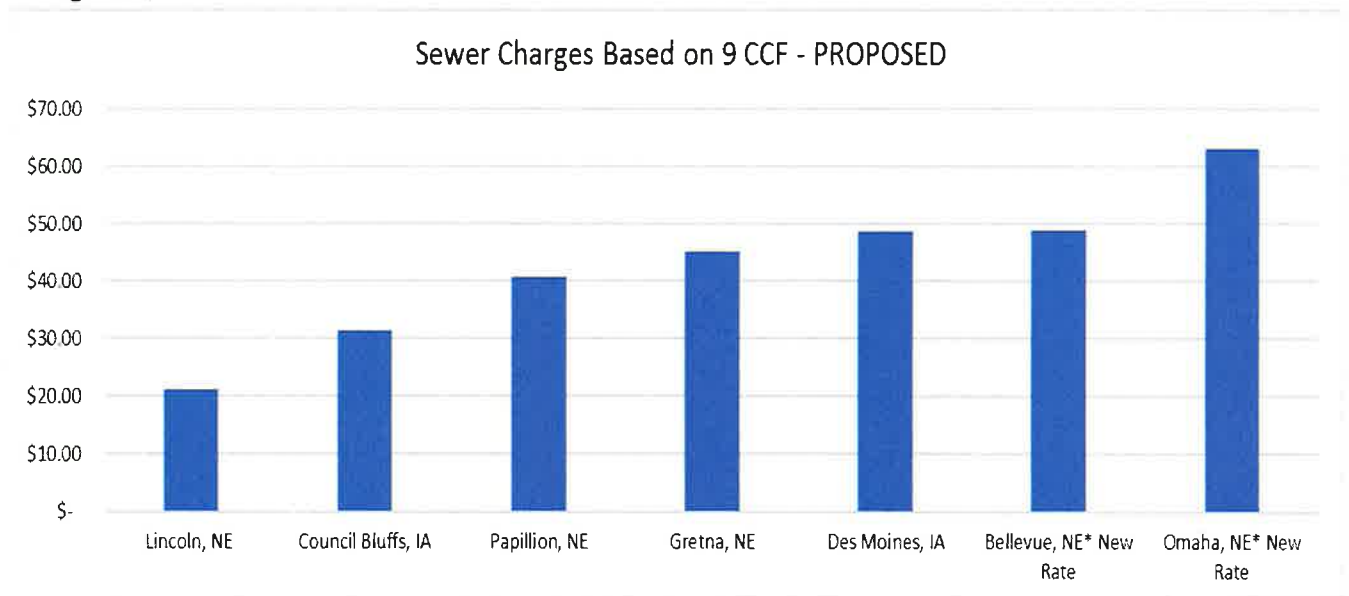


Figure 2:





Pursuant to contracts between the City and Omaha, the City of Bellevue is charged bulk rates for processing costs. This expense now contributes to approximately 68.5% of the overall budgeted expenses, up from 65% of the budgeted expenses in 2016. It is imperative to monitor this margin as operational budget needs are affected drastically with any marginal changes to this expense.

The City of Omaha has passed a new Ordinance No. 41511, whereas the City of Omaha will raise bulk rates annually, beginning in January of 2019 through 2023, at an average 5.2%

All City of Omaha customers will see these increases; however, the City of Bellevue bulk rates are lower than Omaha residential rates. Even though the above Figure 2 only represents scheduled and proposed changes to residential rates for Omaha and Bellevue, it is highly likely surrounding regional and local agencies will also see rate increases for the 2019-2023 timeline. Those communities serviced by Omaha for processing and treatment, like Bellevue, include Gretna and Papillion. Both of these communities are charged for processing and treatment through Omaha, at the same bulk rates structure as Bellevue.

In recent years, Bellevue has been able to keep its sewer rates below the rest of the communities in the Sarpy County area. Arguably, Bellevue's sewer infrastructure is more aged overall with higher annual maintenance and replacement costs per unit than these communities. Bellevue has done a good job at running efficient operations to ensure these costs stay low and reliability high for all its users on the system.

## **Infrastructure Conditions Assessment**

In 2017-2018 the City employed extensive conditions assessments of infrastructure in the Old Towne area, as well as areas in east and north Bellevue. These areas were selected as priority due to known maintenance issues and service disruptions.

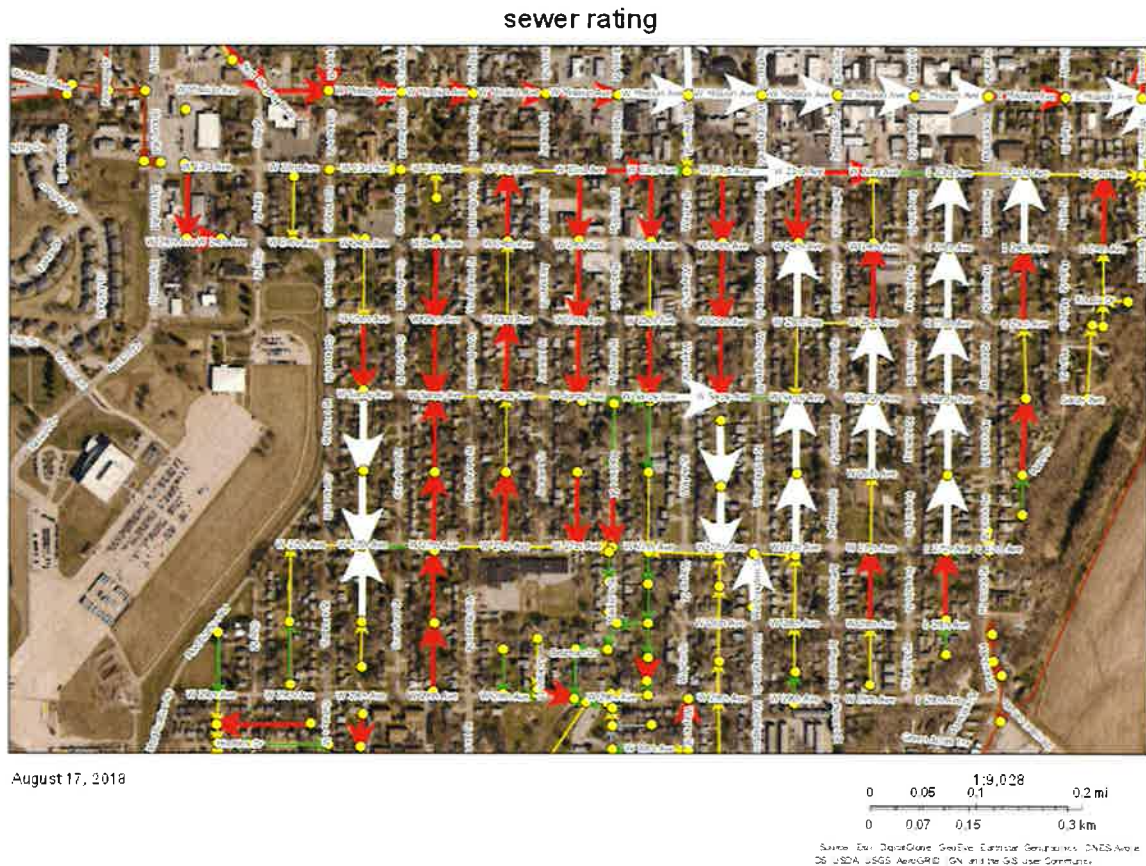
The City utilized multiple methods to perform this assessment, beginning with ultrasonic in-line inspection and ending with complete in-line CCTV inspection completed by NASSCO certified inspectors according to the industry standard conditions assessment program utilized by utilities across the world.

The City had estimated 40% of the infrastructure in need of extensive repair or replacement prior to the assessment. In the areas selected for inspection, much higher rates of failure were found. If all areas continue to be assessed, it is reasonable to continue to estimate this lower 40%. Of the approximate 1.9M linear feet of underground sanitary main lines, approximately 760,000 lin ft will need addressed.

The area of primary concern is in the Olde Town area. Approximately 90% of this infrastructure is at the end of its useful life, with at least 30% in an unmaintainable state. Maintenance operations on these lines is no longer possible without loss of service. The remaining 60% of these lines are being inspected in-line annually for structural changes that would move them into the unmaintainable status as well.

At today's costs, this raw data tells us there is over 200M in work that is in immediate need of attention. See Figure 3 as a quick snapshot of the lines in part of Olde Town. White lines are nonmaintainable, red are on the annual inspection, yellow are maintainable and in need of repair or replacement.

Figure 3:



The City has included major projects in its Capital Improvement Plan to include over 2M in work in 2018-2019, 1.7M in work in 2019-2020, and 1.4M in work in 2020-2021. The rates proposed in this study will include funding for these projects.

### **Sewer System Modeling and Capacity Upgrades for New Development**

The City is in a positive stage of growth in some of areas in the Quail Creek Basin, as well as planned industrial growth in the 34 Hwy area. Due to this additional development need, the City is proactively analyzing existing capacity through system modeling, and developing concepts to meet the growing demands of the sewer system. Executing new sewer improvement projects in the Quail Creek Basin will ensure reliability and capacity for anticipated growth in the area.

Bellevue is ensuring funding for these improvements is included in the proposed rate schedule.

## Financial & Rate Projections

The current proposed rate projections for 2019 include an approximate 5.2% increase to the City of Omaha processing expenses, as supported by City of Omaha Ordinance 41511, scheduled for Jan. 2019. As mentioned, currently 68.5% of our budget is allocated to these costs. As such, the City will have to increase rates to pace with these expenses, at a minimum, as the surplus would quickly be depleted and leave the City open to high risk.

MUD, the billing administrator, schedules CPI increases annually. Historically these increases have been between 4-7%. Budget allocation of this expense consists of 7% of the total budget. The debt service on the fund is currently 5% of the total budget. These uncontrollable expenses currently account for 80.5% of the budget. City operating and maintenance costs are based on the previous fiscal year's budget and escalate at the annual CPI rate of 3%.

Based on these scheduled direct uncontrollable expense increases, and our infrastructure capital improvement planning, we can develop a very secure projection for upcoming budget years 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023.

Surplus funding levels continue to be discussed, primarily the overall infrastructure age and condition should indicate an acceptable level of surplus for emergency related or unplanned development needs. The stability of our surplus levels must be maintained as a condition of our debt obligations.

Based on the discussed factors within this study it is the recommendation of the Wastewater Department that rates be raised annually through 2023. The department has compiled significant information to secure a reliable financial projection for the fund through 2023.

## Rate Adjustment Recommendations

A few preliminary financial and rate adjustment alternatives were developed for consideration. All the projections were designed to ensure the City can fund the current uncontrollable expense and debt service requirements. The main difference between the alternatives is the degree to which each option provides funding for the City's Capital Improvement projects over the next 4 years. Projects to ensure reliability and capacity for new developments are of utmost importance and should not be deferred. Therefore, the acceptable alternative is outlined here for Ordinance adoption.

Over the longer-term (years 6-15) the City can continue phasing in reasonable rate increases as needed to generate funding for projects based on master planning for the overall infrastructure. It is the hope that our uncontrollable expenses will begin to reach normal CPI increase levels annually as rate increase above this annually are not sustainable for the long-term.

It is recommended that the City, beginning January 2019, **complete a rate adjustment from \$14.31/\$3.44 to \$15.45/3.72 (8%)**. In Figure 2 of this study, this new rate is shown here to illustrate affordability. Omaha has maintained rates on the higher end of the region. Since Bellevue's overall operating expenses are largely controlled by Omaha's fees, it is understandable that Bellevue will begin to move closer to Omaha in this spectrum of rates represented here.

Since Omaha's fees are in approved Ordinance with rate adjustments through 2023, and Bellevue has completed substantial infrastructure assessments that are reflected in the Capital Improvement Plan, it is

recommened that Bellevue also increase rates annually through 2023. Beginning January 1, 2020, a rate adjustment from \$15.45/\$3.72 to \$16.68/\$4.02 (8%) should be completed. In January 1, 2021, a rate adjustment from \$16.68/\$4.02 to \$17.69/\$4.26 (6%) should be completed. In January 1, 2022, a rate adjustment from \$17.69/\$4.26 to \$18.79/\$4.52 (6%) should be completed. In January 1, 2023, a rate adjustment from \$18.79/\$4.52 to \$19.95/\$4.80 (6%) should be completed.

In January, 2019 this would reflect to the average Bellevue residential user of 9 CCF monthly to \$41.49. An Omaha resident, using 9 CCF in January 2019, would pay \$63.14.

ORDINANCE NO. 3914

AN ORDINANCE TO AMEND SECTION 30-137 OF THE BELLEVUE MUNICIPAL CODE ESTABLISHING MINIMUM MONTHLY SEWER CHARGES FOR RESIDENTIAL AND COMMERCIAL USERS IN THE CITY OF BELLEVUE; TO REPEAL SECTION 30-137 OF THE BELLEVUE MUNICIPAL CODE AS HERETOFOREEXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 30-137 of the Bellevue Municipal Code is hereby amended to read as follows:

**Sec. 30-137. Same-Minimum monthly charges.**

For all residential and commercial users, the minimum monthly charge shall be fourteen dollars and thirty-one cents (\$14.31) for the first two CCF (hundred cubic feet) of water used, plus three dollars and forty-four cents (\$3.44) for each additional CCF (hundred cubic feet) of water used.

Effective January 1, 2019 for all residential and commercial users, the minimum monthly charge shall be fifteen dollars and forty-five cents (\$15.45) for the first two CCF (hundred cubic feet) of water used, plus three dollars and seventy-two cents (\$3.72) for each additional CCF (hundred cubic feet) of water used.

Effective January 1, 2020 for all residential and commercial users, the minimum monthly charge shall be sixteen dollars and sixty-eight cents (\$16.68) for the first two CCF (hundred cubic feet) of water used, plus four dollars and two cents (\$4.02) for each additional CCF (hundred cubic feet) of water used.

Effective January 1, 2021 for all residential and commercial users, the minimum monthly charge shall be seventeen dollars and sixty-nine cents (\$17.69) for the first two CCF (hundred cubic feet) of water used, plus four dollars and twenty-six cents (\$4.26) for each additional CCF (hundred cubic feet) of water used.

Effective January 1, 2022 for all residential and commercial users, the minimum monthly charge shall be eighteen dollars and seventy-nine cents (\$18.79) for the first two CCF (hundred cubic feet) of water used, plus four dollars and fifty-two cents (\$4.52) for each additional CCF (hundred cubic feet) of water used.

Effective January 1, 2023 for all residential and commercial users, the minimum monthly charge shall be nineteen dollars and ninety-five cents (\$19.95) for the first two CCF (hundred cubic feet) of water used, plus four dollars and eighty cents (\$4.80) for each additional CCF (hundred cubic feet) of water used.

Section 2. 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

10a  
9.24.18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	9/24/2018	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:

Right-of-Way Vacation

SYNOPSIS:

Request to vacate a portion of Galvin Road abutting Lot 1, Lundgren's Addition, located in the Northeast 1/4 of Section 35, T14N, R13E of the 6th P.M., in Sarpy County, Nebraska.

FISCAL IMPACT:

0

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

0

RECOMMENDATION:

Approve the request to vacate a portion of Galvin Road abutting Lot 1, Lundgren's Addition, located in the Northeast 1/4 of Section 35, T14N, R13E of the 6th P.M., in Sarpy County, Nebraska.

BACKGROUND:

The Public Works Department does not have any concerns regarding vacating the right-of-way.

ATTACHMENTS:

1 Ordinance  
2 Exhibit "A"  
3



4  
5  
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



# ORDINANCE RECORD

No. 728—REDFIELD & COMPANY INC., OMAHA

## ORDINANCE NO. 3915

AN ORDINANCE DECLARING THE NECESSITY, EXPEDIENCY AND PROPRIETY OF VACATING A PORTION OF GALVIN ROAD RIGHT-OF-WAY LOCATED IN THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 35, T14N, R13E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, NOT HERETOFORE VACATED, REPEALING ALL ORDINANCES AND ALL PARTS OF ORDINANCES IN CONFLICT HERewith, AND DESIGNATING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bellevue, Nebraska, has determined that no damages will accrue to any citizen of the City of Bellevue, nor to any owners of property herein by reason of the proposed vacation.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA:

Section 1. It is hereby declared necessary, expedient and proper to vacate a portion of Galvin Road right-of-way, located in the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 35, T14N, R13E, of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, more particularly described in Exhibit "A", and, be and hereby is, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitation that there is reserved to the City of Bellevue the right to maintain, operate, repair and renew sewers now existing therein and in the future to construct, maintain, repair and renew additional or other sewers;

and also the right to authorize the public utilities and cable television systems to construct, maintain, repair or renew and operate now or hereafter installed water mains and gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines and other similar services and equipment and appurtenances above, on and below the surface of the ground for the purpose of serving the general public or abutting property;

and the right so reserved shall also include such lateral connection or branch lines as may be ordered, desired or permitted by the City or such other utility and to enter upon the premises to accomplish the above purposes at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes and crops and all structures upon the premises, including, but not limited to, buildings, walls, fences, drives and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.

Section 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective after its passage, approval and publication according to law.

Section 4. The City retains the rights to all easements.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED AS TO FORM:

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

ATTEST

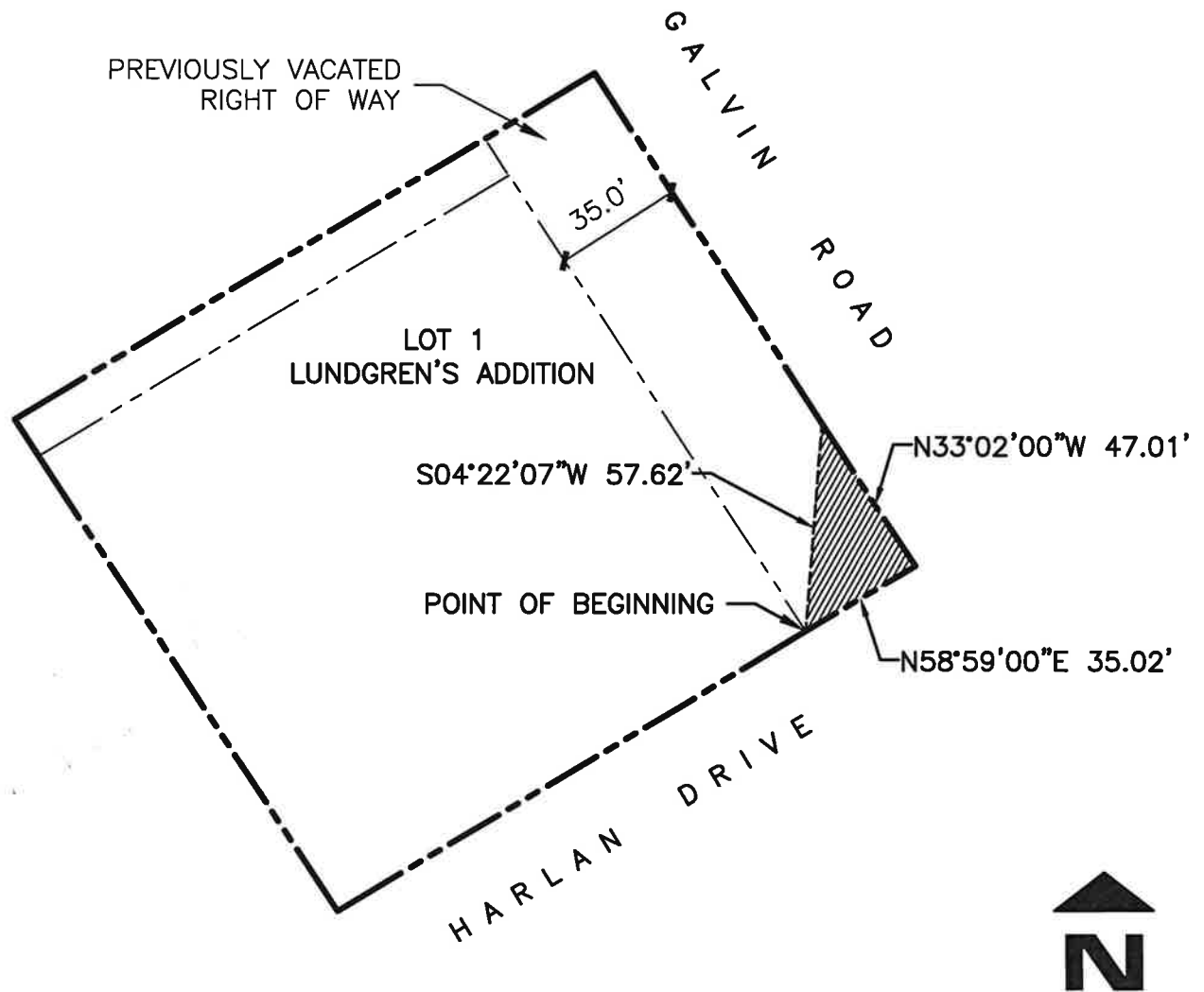
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_



## LEGAL DESCRIPTION

THAT PART OF GALVIN ROAD RIGHT OF WAY IN THE SE 1/4 OF THE NE 1/4 OF SECTION 35, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, LUNDGREN'S ADDITION, A SUBDIVISION IN SAID SARPY COUNTY;

THENCE N58°59'00"E (ASSUMED BEARING) 35.02 FEET ON THE NORTHEASTERLY EXTENSION OF THE SOUTHEAST LINE OF SAID LOT 1;

THENCE N33°02'00"W 47.01 FEET ON A LINE 35.00 FEET NORTHEAST OF AND PARALLEL WITH THE NORTHEAST LINE OF SAID LOT 1;

THENCE S04°22'07"W 57.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 822 SQUARE FEET MORE OR LESS



Job Number: 778-136  
thompson, dreessen & dornier, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 f.402.330.5866  
td2co.com

Date: 9-17-2018  
Drawn By: BBK  
Reviewed By: DHN  
Revision Date:

## EXHIBIT " A "

Book  
Page



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10a.1  
9.24.18

COUNCIL MEETING DATE:	09/24/2018	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input checked="" type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Redevelopment Agreement, northwest corner of Galvin Road and Harlan Drive

SYNOPSIS:

A proposed Dunkin' Donuts facility to be constructed on the adjacent private property will involve median cuts to improve access to that facility as well as other businesses in the area. The resolution provides approval for cost sharing in the street improvements.

FISCAL IMPACT:

City to pay one half of public improvement project costs, with share estimated to be \$102,675, subject to bidding.

BUDGETED ITEM: ☐ YES ☒ NO

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

This project is advanced as an economic development improvement. The city share of the project costs will be paid from funds within the street improvement/repair allocation in the 2018-2019 budget, with a lesser priority project to be delayed to the following budget year, if necessary.

PROJECT NAME, CALENDAR AND CODING:

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

RECOMMENDATION:

Approve redevelopment agreement with Galaxy Ventures III, LLC, to facility redevelopment of vacant property at the northwest corner of Galvin Road and Harlan Drive.

BACKGROUND:

The former gas/convenience store on this property has been vacant for some time and, at times, been an eyesore for the entrance into Olde Towne. Galaxy Ventures proposes to raze the existing structures and build a new Dunkin' Donuts facility on the property. This redevelopment allows the city and the new owner to make improvements to the street system previously not allowed when the roadway was designated as part of Highway 370. The removal of that designation provides the city with more flexibility in providing turn movement and access to this parcel, as well as other properties in the area, through median modifications. The redevelopment agreement provides the terms and conditions under which the public improvements will be made and the financing thereof. The improvement to the private property and on the public right of way is anticipated to be undertaken soon, following approval of the agreement, to facilitate opening of the outlet in early 2019.

ATTACHMENTS:

1 Resolution No. 2018-28

2 Redevelopment Agreement

3

4

5

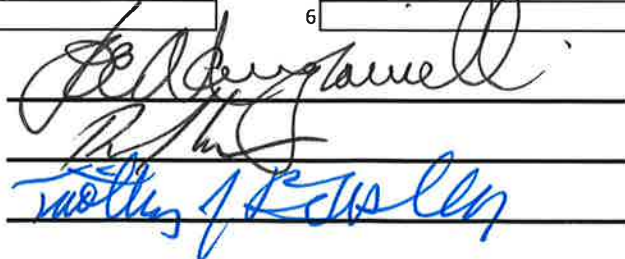
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



RESOLUTION NO 2018-28

WHEREAS, the northwest corner of Galvin Road and Harlan Drive has been vacant since the closing of the gas/convenience store on the property and in need of redevelopment; and,

WHEREAS, Galaxy Ventures, III, LLC, proposes to redevelop the property for placement of a Dunkin' Donuts outlet and has requested certain median improvements to facilitate better access; the City has the opportunity to make the improvements, not only for this development project, but for other businesses in the area following the removal of Highway 370 designation on the right-of-way; and,

WHEREAS, the City of Bellevue and Galaxy Ventures have agreed to share in the cost of the median improvements as detailed in the Redevelopment Agreement, attached hereto, which by this reference is made a part hereof, with each paying 50% of the cost of the public improvements contemplated in the agreement; and,

WHEREAS, the proposed median improvements have been reviewed for compliance with appropriate engineering standards to ensure the safety of the traffic to and through the area.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that the Redevelopment Agreement with Galaxy Ventures, III, LLC, providing for the median improvements at the northwest corner of Galvin Road and Harlan Drive, having been approved by the Public Works Department and property redevelopment plan having been approved by the Planning Department, with cost sharing for the public improvements proposed therein, is hereby approved.

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

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

ATTEST:

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

Approved as to Form:

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

## DEVELOPMENT AGREEMENT

THIS AGREEMENT, by and between Galaxy Ventures III, LLC, a Nebraska limited liability company, hereinafter referred to as "GALAXY" and the City of Bellevue, Nebraska, a Municipal Corporation of the State of Nebraska, hereinafter referred to a "CITY" as of the dates indicated below.

WHEREAS, GALAXY proposes to redevelop the property located at the corner of Galvin Road South and Harlan Drive for the purpose of constructing a Dunkin' Donuts facility; and,

WHEREAS, to facilitate the redevelopment of this corner necessitates certain island removals and roadway improvements concurred by the Public Works Department to meet traffic turning movements and traffic flow in the area; and,

WHEREAS, GALAXY and CITY agree to share in the cost of the island removals and intersection improvements proposed and identified in the attached "Exhibit A" and estimate of costs in "Exhibit B" which, by this reference, are made a part hereof; and,

Whereas, CITY and GALAXY desire to set forth in this Agreement their respective understandings and agreements with regard to this development.

NOW, THEREFORE, IN CONSIDERATION OF THESE FACTS, BE IT AGREED BY THE PARTIES AS FOLLOWS:

### ARTICLE 1: Duties of CITY

Section 1. CITY will review for approval plans and specifications to provide for the removal of certain island segments serving the northwest corner of the intersection of Galvin Road South and Harlan Drive and other parcels served at the intersection as shown on "Exhibit A" to ensure the proposed improvements meet required engineering standards of CITY and State of Nebraska, Administrative Code Title 428, Minimum Design Standards. CITY standards refer to City of Omaha, Specifications for Public Works Construction, City of Omaha Standard Plates, City of Omaha Regional Stormwater Design Manual and any City of Bellevue Public Works Department variations.

Section 2. CITY will share in the cost of the proposed improvements, up to 50% of actual costs, as determined by the actual quantities and unit prices received for this work as depicted in the estimate "Exhibit B" and aligned with onsite paving improvements to facilitate the building construction. See ARTICLE 3.

Section 3. Upon completion of the building construction and associated roadway improvements, will review the "as built" quantities and associated engineering and surveying invoices to establish the actual cost for CITY participation and reimburse GALAXY in a timely manner.

Section 4. Upon acceptance of the roadway improvements, provide all ongoing maintenance and repair of the public improvement.

### ARTICLE 2: Duties of GALAXY

Section 1. GALAXY will prepare plans and specifications for the construction of a Dunkin' Donuts facility to be located on the northwest corner of Galvin Road South and Harlan Drive for review and permitting.

Section 2. GALAXY will include, for cost efficiency purposes, as part of its property development, the island removals and roadway improvements depicted on "Exhibit A" and, through its engineer ensure construction of the public improvements are undertaken in accord with approved plans and specification meeting city code and standards.

Section 3. GALAXY will pay the cost of the public improvements contemplated herein and upon completion submit the same for acceptance by CITY accompanied by a billing statement for the CITY share of the public improvements.

Section 4. The CITY and GALAXY agree the CITY share of the public improvements shall not exceed fifty percent (50%) of the final construction costs and associated and approved engineering expenses as detailed in ARTICLE 3.

#### ARTICLE 3: Cost sharing

The entire cost of the public improvements contemplated herein shall be paid by GALAXY and shall include engineering expenses of survey, preliminary design, staking and construction engineering in the amount not to exceed 20% of construction costs based upon the unit prices received for the approximate quantities depicted in "Exhibit B" attached hereto. The total project cost shall include the actual construction quantities multiplied by the unit prices received from the contractor engaged for the work. CITY shall reimburse GALAXY one half of the total project costs upon acceptance of the work and certification as to compliance with standards.

#### ARTICLE 4: Right of way vacation

The removal of segments of existing islands and turning lanes allows for the change in alignment of the new turning lane from southbound Galvin Road South onto west bound Harlan Drive as depicted in "Exhibit A." Accordingly, a portion of the existing right of way will be considered for vacation. This portion consists of an irregular triangle with legs measuring approximately 35 feet and 47 feet, containing an area of 823 square feet more or less, adjacent to the property as shown on "Exhibit A". GALAXY will develop the necessary documents for vacating this portion of the right-of-way. CITY will process the proposed vacation and present it to the City Council for approval. GALAXY shall record this Agreement in the Sarpy County Register of Deeds Office to certify this vacation.

#### ARTICLE 5: Development

Except as otherwise permitted in this Agreement, the project shall be developed in accordance with City of Bellevue Zoning regulations, the terms and conditions of this Agreement and the Development Plan, aka site plan, attached hereto as "Exhibit C" and by this reference incorporated herein.

#### ARTICLE 6: Permitted use

Except as otherwise allowed in this Agreement, the property shall be developed in accordance with the applicable permitted uses set forth in the provisions of Section 5.22, City of Bellevue Zoning Ordinance.

#### ARTICLE 7: Site Development Regulations

GALAXY may alter the location, physical shape or exterior dimensions of any structure shown on the site plan within the boundaries of the property which must comply with the Building Design and Material Criteria set forth in Section 8.11 of the Bellevue Zoning Ordinance.

#### ARTICLE 8: Parking

Parking for the property shall be in accordance with the site plan and shall meet or exceed the minimum requirements of Sections 8.01, 8.02 and 8.03 of the Bellevue Zoning Ordinance.

#### ARTICLE 9: Signage

Signage shall meet the minimum requirements of Article 7 of the Bellevue Zoning Ordinance, Sign Regulations. All signs will be installed subject to a sign permit from CITY. Unless provided for in this Agreement, all other provisions and regulations governing signs in effect at the time of application for a sign shall apply.

#### ARTICLE 10: Landscaping

Landscaping for the project shall be in accordance with the Bellevue Zoning Ordinance and shall meet or exceed the minimum requirements of the provisions of Article 9 and Section 8.11.06 of the Bellevue Zoning Ordinance.

#### ARTICLE 11: Permanent and continuous maintenance, permit.

GALAXY agrees to be responsible for the permanent and continuous maintenance and upkeep of all parking, signage and landscaping on the property. Building permits shall be reviewed and issued in accord with the execution of this Agreement. No certificate of occupancy shall be issued until after the substantial completion of all required public improvements or as otherwise authorized by the City Engineer.

#### ARTICLE 12: Miscellaneous provisions

Section 1. This Agreement shall not be terminated except by the written agreement of the parties or by CITY for any material breach or default by GALAXY which remains uncured thirty (30) days following notice specifying such breach or default to be effective on the date specified in a written notice of termination, provided, however, that no such notice to cure shall be required whenever the breach or default shall recur within 180 days of the notice to cure, in which event terminations shall be effective as of the date specified in a written notice of termination.

Section 2. A waiver by either party of any default, breach or failure of another shall not be construed as a continuing waiver of the same or any subsequent or different default, breach or failure.

Section 3. Neither this Agreement nor any obligations hereunder shall be assigned without written consent of CITY which may be withheld in CITY's sole discretion.

Section 4: This Agreement shall be governed exclusively by its provisions and by the laws of the State of Nebraska except to the extent such provisions may be superseded by applicable federal law or regulation, in which case the latter shall apply.

Section 5: This Agreement, and all of the Exhibits and documents referred to in this Agreement (which are intended to be and hereby specifically made a part of this Agreement whether or not so stated)

express the entire terms and understandings of the parties. This Agreement may be modified only by written agreement, executed by the parties, provided that the parties agree, without cost to CITY to conform this Agreement and all performance obligations hereunder to the requirements of any applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such matter including any amendment or change thereto.

Section 6. Neither CITY nor GALAXY shall, in the performance of this Agreement discriminate against any person on account of disability, race, color, creed, sex, age, national origin or political or religious affiliations in violation of any applicable laws, rules or regulations of any governmental agency with jurisdiction over any such matter.

Section 7. No elected official or any officer or employee of CITY shall have a financial interest, direct or indirect in any CITY contract. Any violation of this section with the knowledge of GALAXY shall render this Agreement voidable by the Mayor or City Council.

Section 8. GALAXY shall defend, indemnify and hold CITY, its officers, elected officials, employees, agents and assigns harmless from any and all third party claims, judgements, actions, loss, liability, damage or injury of any nature whatsoever, whether under theory of tort, contract or otherwise, which may result or arise from, out of or in connection with (i) any material misrepresentation made by GALAXY in this Agreement, (ii) any breach of any representation or covenant made by GALAXY in this Agreement, (iii) any negligent act, error or omission of GALAXY (including any of their employees, agents, contractors, subcontractors or other representatives) in furtherance of this Agreement or any other agreement contemplated by this Agreement to be entered into between by GALAXY, including the failure to perform or properly perform as may be so required, and (iv) any default in or breach of any provision of this Agreement, including any obligation or responsibility of GALAXY in this Agreement.

Section 9. GALAXY shall require its contractor to procure and maintain throughout the term of this Agreement bonds and policies of insurance as follows. GALAXY's Contractor shall furnish to the Bellevue Public Works Department at least five (5) days prior to commencing any of the public improvements prosed herein, a performance bond in an amount equal to 100% of the contract sum and a Labor and Materials Bond. In addition, the contractor shall provide certificates of insurance for: 1) workers' compensation insurance and employer's liability in the statutory amounts of \$100,000, \$500,000 and \$100,000; (2) commercial general liability insurance covering bodily injury, including death and property damage coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate; (3) broad form umbrella contractual liability coverage for all obligations and liabilities undertaken in the amount of \$2,000,000 minimum limit; and, (4) comprehensive automobile liability and coverage including hired and non-owned automobiles as well as mobile equipment to the extent that may be excluded from the general liability insurance. All such insurance shall have a combined single limit of at least \$1,000,000 per person, and an aggregate limit of at least \$2,000,000 per occurrence, umbrella liability coverage for all of the above with policy limits of \$2,000,000. CITY and GALAXY shall be named as additionally insured for purposes of all policies. Certificates of insurance shall be presented to CITY upon request and shall include waiver of subrogation in favor of CITY and GALAXY. No policy of insurance shall be cancellable, except upon thirty (30) days advance notice to CITY and GALAXY.

Section 10. Pursuant to Neb. Rev. Stat. subsection 4-114 *et seq.*, GALAXY shall require its contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system

means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. subsection 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

ARTICLE 13: Notice, consents and approvals

All payments, notices, statements, demands, requests, consents, approval, authorizations or other submissions required to be made by the parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other party only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

For GALAXY:                      GALAXY VENTURES III, LLC  
   Attention: Bryce Bares  
   16379 Cheyenne Road  
   Omaha, NE 68136

With copy to:                      Thompson, Dreessen & Dorner, Inc.  
   Attention: Donald O. Heine, P.E.  
   10836 Old Mill Road  
   Omaha, NE 68154

For CITY:                              City Clerk  
   City of Bellevue, Nebraska  
   1500 Wall Street  
   Bellevue, NE 68005

And

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

Such address(es) may be changed from time to time by notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

EXECUTED BY THE CITY OF BELLEVUE, NEBRASKA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

CITY OF BELLEVUE:

ATTEST:

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

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

Approved as to form:

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

EXECUTED BY GALAXY VENTURES III, LLC, THIS 18<sup>th</sup> DAY OF September, 2018.

GALAXY VENTURES III, LLC

WITNESS:

  
\_\_\_\_\_  
Bryce Bares, Managing Member

  
\_\_\_\_\_

STATE OF NEBRASKA )

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.

Witness my hand and notarial seal at Bellevue, Nebraska, in said County, the date aforesaid.

  
\_\_\_\_\_  
NOTARY PUBLIC



STATE OF NEBRASKA )

COUNTY OF SARPY )

The attached instrument was acknowledged before me this 18<sup>th</sup> day of September, 2018,  
by Bryce Bares, Managing Member, Galaxy Ventures III, LLC.

Witness my hand and notarial seal at Omaha, Nebraska, in Sarpy County,  
the date aforesaid.



Christa Lucy  
NOTARY PUBLIC

12a  
9.24.18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	9/24/2018	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 checked="" type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Acquisition Services Contract

SYNOPSIS:

Request approval of an Acquisition Services Contract between the City of Bellevue and Midwest Right-of-Way Services for the 36th Street Improvement Project.

FISCAL IMPACT:

\$257,125.00 - 80/20 split - City's Share \$52,000.00

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-15-7010  
MAPA 5061(5) Control No. 22276 36th St, N-370 to Sheridan Road

RECOMMENDATION:

Request approval of Acquisition Services Contract and authorize the Mayor to sign the Contract between the City of Bellevue and Midwest Right-of-Way Services for the 36th Street Improvement Project not to exceed \$257,125.00

BACKGROUND:

This project is an 80/20 split with the Nebraska Department of Transportation. They will negotiate on behalf of the City with the owners of each tract for the acquisition of right-of-way regarding the 36th Street Improvement Project. The fees are outlined in Appendix B. This is part of Phase 1 of the project.

ATTACHMENTS:

1 Acquisition Services Contract

2

3

4

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6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Handwritten signatures]*

RESOLUTION 2018-30

ACQUISITION SERVICES CONTRACT

**WHEREAS**, the City of Bellevue and Midwest Right of Way Services agree to execute an Acquisition Services Contract for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

**WHEREAS**, the City of Bellevue understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

**WHEREAS**, the City of Bellevue and Midwest Right of Way Services wish to execute an Acquisition Services Contract for right-of-way acquisition services setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

**BE IT RESOLVED**, that the Mayor and City Council of the City of Bellevue, Nebraska, support the execution of Acquisition Services Contract and authorize the Mayor to sign the resolution and Acquisition Services Contract,

The City of Bellevue is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Agreements.

NDOR Project Number MAPA-5061(5)

NDOR Control Number 22276

NDOR Project Description: 36<sup>th</sup> St, N-370-Sheridan Rd, Bellevue

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018 at Bellevue, Nebraska.

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

Attest:

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

Council Member \_\_\_\_\_

Moved for passage of said resolution

Member \_\_\_\_\_ Seconded the Motion

Roll Call: \_\_\_ Yes \_\_\_ No \_\_\_ Abstained \_\_\_ Absent

Resolution adopted, signed and billed as approved.

## ACQUISITION SERVICES CONTRACT

This agreement, entered into this            day of            , 2018, by the City of Bellevue, Nebraska, (herein called "Local Public Agency") and Midwest Right of Way Services, (herein called "Acquisition Consultant") agrees:

In return for the total fee of \$257,125.00, as itemized in Appendix B, it is agreed that the Acquisition Consultant shall negotiate on behalf of the Local Public Agency with the owners of each tract identified for the acquisition of certain property rights in accordance with the Acquisition Services Specifications, of which a copy is attached and made a part of this contract. The acquisition of these certain property rights will be used in connection with:

Project:            MAPA-5061(5)  
C. N.:              22276  
Location:          36<sup>th</sup> St., N-370-Sheridan Rd, Bellevue

An additional fee will be negotiated with the Acquisition Consultant for each additional parcel added to this contract.

The fee for supplemental or revised tracts, which result in new or revised acquisition documents, as a result of changes in the taking caused by the Local Public Agency, will be negotiated with the Acquisition Consultant.

A billing statement for completed negotiations with a tract may be submitted to the Local Public Agency at the time the Acquisition Consultant submits the Deliverables noted in paragraph I of the Acquisition Services Specifications. Payment of eighty percent (80%) of the total fee will be paid at that time. The balance of the total fee will be paid within ninety (90) days, providing the documents are found to be acceptable and in accordance with the contract upon Local Public Agency review. In the event the documents are found unacceptable by reason of noncompliance with the terms of this contract, the final payment shall be withheld until such documents have been revised or supplemented, without additional cost to the Local Public Agency, and found acceptable.

In the event a dispute arises concerning a question or fact in connection with the work not specifically covered or referenced by any other terms of this contract, the Local Public Agency's management will determine the final position. Where no agreement can be reached, this contract shall be terminated.

The contract may also be terminated when, in the opinion of the Local Public Agency, the Acquisition Consultant's services are unsatisfactory, or because of the Acquisition Consultant's failure to prosecute the work with due diligence, or within the time limits specified in this agreement, or because of the Acquisition Consultant's disability or death. The Local Public Agency may terminate the services of the Acquisition Consultant by giving five (5) days written notice. In such an event, the work, which has been completed, when the notice of termination is given by the Local Public Agency, becomes the property of the Local Public Agency. The Local Public Agency's management shall arbitrate settlement for the completed work.

The Acquisition Consultant, as a condition of the above lump fee, agrees to attend necessary meetings and conferences with representatives of the Local Public Agency, the Nebraska Department of Transportation and the United States Federal Highway Administration to discuss the various aspects and phases of the work required by this contract. However, it is agreed that additional payment for conferences with Local Public Agency attorneys for testimony in court or witness fees for appearance in court shall be \$500.00 for each half day or portion thereof, or \$1,000.00 per day for any part of a day exceeding a half day.

All expenses incurred by the Acquisition Consultant are considered to be their liability and are not to become an expense to the Local Public Agency except as provided for in this agreement.

The Acquisition Consultant agrees to complete the requirements noted in the Acquisition Services Specifications on or before 9/30/2019. The Local Public Agency assumes no liability for work performed or costs incurred prior to the beginning date or subsequent to the contract completion date. Supplemental or revised acquisition documents caused by the Local Public Agency's actions will be cause to change this to a later date only by mutual written agreement between the parties to this contract. It is further agreed by the Acquisition Consultant that they will furnish the Local Public Agency a written progress report of the work accomplished on the Project as requested.

A penalty of \$            per normal working day will be assessed against and deducted from the agreed-upon Fee, as per this contract, for each normal working day that the completed assignment is overdue. A normal working day is defined as Monday through Friday. Any extension beyond the agreed-upon completion date of            will be only by mutual written agreement between the parties of this contract.

The Acquisition Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Acquisition Consultant, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Acquisition Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Public Agency shall have the right to annul this contract without liability.

If the Acquisition Consultant discovers or is informed by the Local Public Agency of the existence of any possible conflict of interest on the part of the Acquisition Consultant, the Acquisition Consultant shall immediately cease all activity in connection with such services, and promptly notify the Local Public Agency, in writing, of all relevant facts and circumstances pertaining to such conflict, so the Local Public Agency may take such action as it deems appropriate, including but not limited to, the exclusion of any tract or tracts involved from this agreement.

The acquisition documents are agreed to be confidential between the parties hereto, and a breach of such confidence shall be considered material breach of this contract unless the disclosure of the contents of the report shall be in response to a subpoena or other lawful court order.

It is the intention of the parties that the valuation documents and services contracted for are the personal services of the Acquisition Consultant as named. Subletting or transferring the work contracted for in this agreement is expressly prohibited and failure to comply shall be deemed a material breach of the contract.

The Acquisition Consultant agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Nebraska Revised Statute, Section 48-1101 through 48-1126 (Reissue 2010), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, the Minority Business Enterprises Policy and the Drug-Free Workplace Policy as set forth in Appendix "A" attached hereto and hereby made a part of this agreement.

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by mail if sent to the respective address of each party.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

**EXECUTED** by the Acquisition Consultant this 18th day of September, 2018.

  
\_\_\_\_\_  
**Witness**

  
\_\_\_\_\_  
**Acquisition Consultant**

**EXECUTED by**        this        day of        , 20    .

**Local Public Agency  
City of Bellevue, Nebraska**

**APPROVED:**

\_\_\_\_\_  
**Authorized Signature**



**APPENDIX 'B'**  
**FEES**

Midwest Right of Way Services proposes the right of way services detailed above for the following hourly fees:

	<u>Hourly Salary Rates</u>
Project Manager	\$ 95.00
Right of Way Agent/Relocation Agent	\$ 85.00
Mileage at Standard IRS Rate	\$ 0.545 per mile

The maximum fees for each task will be as follows:

<u>Task</u>	<u>Maximum Fee</u>
Project Management – 55 Parcels @ \$285 each	\$ 15,675.00
Appraisal Project Report	\$ 5,000.00
Appraisal Reports 55 Appraisals @ \$1,500.00 each	\$ 82,500.00
Appraisal Reviews 55 Reviews @ \$750 each	\$ 41,750.00
Acquisitions - 55 parcels @ \$2,040.00 each	<u>\$112,200.00</u>

**TOTAL MAXIMUM FEES**

**\$257,125.00**

If additional work or meetings are requested beyond the scope indicated in this proposal, we will contact you to discuss revising the contract amount before the additional work is started.

Invoices will be sent on an approximate monthly basis for services rendered. If the above described items are satisfactory to you, please sign and date the original and duplicate original of this letter in the space provided. Keep one executed copy of this letter agreement for your files and return the duplicate copy to us for our files. Receipt of this letter contract will be considered our formal notice to proceed with the work.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13a  
9-24-18

COUNCIL MEETING DATE:	9/24/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Chief Perry Guido		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Cellular phone and modem contract

SYNOPSIS:

Approve 2 year contract with an option for an additional 2 years.

FISCAL IMPACT:

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approve contract with U.S Cellular for \$168,393.91 plus taxes.

BACKGROUND:

U.S. Cellular has been providing service the the City of Bellevue since 2004 and has always been responsive to the City's needs.

ATTACHMENTS:

- 1 Cell phone count by department
- 2 Memo from Communications Dept.
- 3 Contract

4 Excel spreadsheet for comparison

5

6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:







## City of Bellevue

Communications Department

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

**To:** Steve Betts Assistant Chief  
**From:** Steven Wisnieski Communications Coordinator  
**Date:** September 4, 2018  
**Subject:** Cellular Contract

We received (3) bids for City of Bellevue Cellular service. Sprint, US Cellular and Verizon were the vendors who responded to the RFP. FirstNet did not bid but they offer GSA pricing. We met with them to get there pricing options.

Sprint will cost an estimated total of \$7222.13 per month for 70 smart phones, 69 Regular phones and 48 modems. Total estimated cost with devices for 2 years is \$177,029.73 with a \$19,000 onetime credit.

Verizon will cost an estimated total of \$7215.13 per month for 70 smart phones, 69 Regular phones and 48 modems. Total estimated cost with devices for 2 years is \$196,711.73 with Two BDA installed at two different buildings.

US Cellular will cost an estimated total of \$6473.80 per month for 70 smart phones, 69 Regular phones and 48 modems. Total estimated cost with devices for 2 years is \$168,393.91

FirstNet will cost an estimated of \$7334 per month for 70 smart phones, 69 Regular phones and 48 modems. Total estimated cost with devices and parts for the modems for 2 years will be \$204,839.90.

After our analysis of the bids the communications department is recommending U.S. Cellular for City of Bellevue's cellular service.

Steven Wisnieski



Communications Coordinator



VZW			
Device Kind	Cost per month	Quantity	Total
Smart	\$39.99	70	\$2,799.30
Reg	\$22.99	69	\$1,586.31
Modems	\$39.99	48	\$1,919.52
Raco			\$0.00
Insurance for smartphones	\$13.00	70	\$910.00
			\$0.00
	Monthly Estimated Cost		\$7,215.13
	2 year Estimated Cost		\$173,163.12
BDA per location	\$4,800.00	2	\$9,600.00
Galaxy 8 64 gb	\$199.99	35	\$6,999.65
Galaxy 9 64 gb	\$299.99	0	\$0.00
Apple 7 32 gb	\$99.99	35	\$3,499.65
Apple 8 64 gb	\$249.99	0	\$0.00
LG Eaxlt LTE	\$69.99		\$0.00
Cadance LTE	\$49.99	69	\$3,449.31
Dura XV LTE	\$149.99		\$0.00
		Device Cost	\$13,948.61
	Estimate total cost for 2 years		\$187,111.73
	Estimate total cost with BDA's		\$196,711.73

USCC			
Device Kind	Cost per month	Quantity	Total
Smart	\$35.00	70	\$2,450.00
Reg	\$20.00	69	\$1,380.00
Modems	\$29.00	48	\$1,392.00
Raco			\$0.00
Insurance for smartphones	\$11.99	70	\$839.30
data	\$412.50	1	\$412.50
	Monthly Estimated Cost		\$6,473.80
	2 year Estimated Cost		\$155,371.20
Galaxy 8 64 gb	\$149.99	35	\$5,249.65
Galaxy 9 64 gb	\$299.90	0	\$0.00
Apple 7 32 gb	\$74.25	35	\$2,598.75
Apple 8 64 gb	\$186.75	0	\$0.00
LG Wine LTE	\$112.49	0	\$0.00
Dura XA	\$74.99	69	\$5,174.31
		Device total	\$13,022.71
	Estimated total Cost for 2 years		\$168,393.91

Sprint			
Device Kind	Cost per month	Quantity	Total
Smart	\$44.99	70	\$3,149.30
Reg	\$19.99	69	\$1,379.31
COPS/sro	\$30.00	8	\$240.00
Modems	\$29.99	48	\$1,439.52
Raco			\$0.00
Insurance for smartphones	\$13.00	78	\$1,014.00
			\$0.00
	Monthly Estimated Cost		\$7,222.13
	2 year Estimated Cost		\$173,331.12
	1 time account credit		\$19,000.00
			\$154,331.12
Galaxy 9 64 gb	\$299.99	35	\$10,499.65
Apple 8 64 gb	\$249.99	35	\$8,749.65
Dura xtp	\$49.99	69	\$3,449.31
	Device total		\$22,698.61
	Estimated total Cost for 2 years		\$177,029.73

FirstNet			
Device Kind	Cost per month	Quantity	Total
Smart	\$39.99	70	\$2,799.30
Reg	\$31.00	69	\$2,139.00
Modems	\$36.80	48	\$1,766.40
Raco			\$0.00
insurance	\$8.99	70	\$629.30
	Monthly Estimated Cost		\$7,334.00
	2 year Estimated Cost		\$176,016.00
lphone 7	\$0.99	35	\$34.65
Galaxy 7	\$0.99	35	\$34.65
Flip phone	\$0.99	69	\$68.31
IBR100 dock	\$120.89	24	\$2,901.36
IBR900 COR	\$167.39	24	\$4,017.36
Firstnet Modem	\$418.49	48	\$20,087.52
Modem Testing	\$35.00	48	\$1,680.00
		Device cost	\$28,823.85
		2 year Total Cost Estimate	\$204,839.85

Fire Dept

Flip Phones-12

Smart Devices-6

Modems-16

Police

Flip Phones-37

Smart Devices-32

Modems-32

Fleet

Flip Phone-1

Smart Devices-1

Recreation

Smart Devices- 2

Code Enforcement

Flip Phone-3

Administration

Smart Devices-3

Finance

Smart Devices-1

Communications

Smart Devices-2

Human Services

Flip Phone-3

Smart Devices-1

Public Works

Flip Phone-1

Smart Phone-4

Parks Dept

Flip Phone-1

Smart Devices-7

Waste Water

Flip Phone-5

Smart Devices-7

Permits

Flip Phones-6

Smart Devices-1

Streets

Smart Devices-5

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

136  
9-24-18

COUNCIL MEETING DATE:	12/11/2017	AGENDA ITEM TYPE:
SUBMITTED BY: Chief Perry Guido	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input checked="" type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Interlocal Cooperation Agreement with Sarpy County for Information Technology and Public Safety Records Management Support Services.

SYNOPSIS:

Sarpy County provides technical support for numerous systems used by the city personnel. The Interlocal Cooperation Agreement provides for continuation of those services in FY 2018-2019. The primary systems utilizing this agreement are Information Technology (ITSS) and Public Safety Records Management (PSRMSS) Support Services.

FISCAL IMPACT:

ITSS \$97,750 PSRMSS \$ 25,706

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approve agreement

BACKGROUND:

The city does not have staff to undertake the regular, required operation and maintenance of the city's information systems. These services are delegated, by prior agreements, to Sarpy County which has staff trained in the systems who can perform the required support services at a reasonable cost. The PSRMSS was reduced in price by \$11,882 because the number of sworn officers for 3 of the 4 law agencies has declined and the Motorola Software Support has expired and is not renewable. The cost of the services to be provided has been included in the recently adopted budget.

ATTACHMENTS:

- 1 Agreement
- 2 Service Statement
- 3 IS Support Memo

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





## **FIRST ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT**

This First Addendum is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County"), and the City of Bellevue, located in the County of Sarpy, State of Nebraska (hereinafter "City") and referred to collectively as the Parties, pursuant to the authority granted the parties under Neb. Rev. Stat. § 13-801, *et seq.*

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.*, the Parties entered into Interlocal Agreement via Resolution 2017-394 by which the County agreed to provide I.T. services to the City in consideration of the City's payment for those services, said agreement being effective as of October 1, 2017.

WHEREAS, the parties desire to amend the above-referenced Agreement by this First Addendum.

It is mutually agreed between the parties that the following terms and conditions are hereby amended to read as follows:

### **B. Duties of City:**

1. City shall compensate the County for Information Technology Support Services in the amount of \$97,750 annually. [The remainder of this paragraph is unchanged.]
2. City shall compensate the County for Public Safety Records Management Systems Support Services in the amount of \$25,706 annually. [The remainder of this paragraph is unchanged.]
3. For the services and compensation described in Sections B.1. and B.2. (above) City shall pay the County a total of \$123,456 in four (4) equal quarterly installments (three months), with the first payment due October 1, 2018, and with subsequent payments at three (3) month intervals thereafter.

\*\*\*

6. In the event of a need for a call for support to Motorola, Sarpy County will pay the bill for time and material, with the understanding that the City will reimburse the County for their percentage of said bill for time and material, according to the percentage of SWORN officers of the City as set forth in LRMS Table 2 of Attachment C-1.
7. The County will bill the City quarterly for their share of the time and material.

F. Term of Agreement and Changes Hereto: This agreement is effective from October 1, 2018 through September 30, 2019 but may be terminated by either party upon 120 days' notice. [The remainder of this paragraph is unchanged.]

Additionally, Attachment C of the original agreement is hereby rescinded in its entirety and replaced by Attachment C-1, which is attached hereto.

All other terms and conditions of the Agreement shall remain in full force and effect.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF BELLEVUE, NEBRASKA**  
A Body Politic and Corporate.

---

Mayor

(SEAL)  
ATTEST:

---

City Clerk

Approved as to form:

---

City Attorney

**COUNTY OF SARPY, NEBRASKA,**  
A Body Politic and Corporate.

---

Chairman, Board of Commissioners of Sarpy County

(SEAL)  
ATTEST:

---

Sarpy County Clerk

Approved as to form:

---

Deputy Sarpy County Attorney

## Attachment A

# Sarpy County Information Systems Statement of Work and Service Level Agreement

## Section I: Technical Support Information

### County Work Days (normal working hours)

Sarpy County Information Systems (SCIS) will provide technical support and contact via an Omaha Metro Area local phone number (Help Desk) that is always answered between the hours of 7:30 a.m. and 5:00 p.m. Central Time (CT) on all County work days. County Holidays are defined below; any defined date holiday that falls on Saturday will be observed on the preceding Friday, and any defined date holiday that falls on Sunday will be observed on the following Monday.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24 @ Noon
Christmas Day	December 25

### County Holidays that do not coincide with City Holidays Support

SCIS will work with the City to provide technical support on County Holidays that do not coincide with City Holidays. SCIS will try to resolve any non-urgent (level 3 and 4 on Severity Level Chart, Appendix #1) issue via phone and provide on-site service on urgent issues (level 1 and 2 on Severity Level Chart, Appendix #1).

### Weekend and after Normal Working Hours Support

SCIS will provide telephone support on weekends and after normal working hours (see County Work Days above). SCIS will try to resolve any non-urgent (level 3 and 4 on Severity Level Chart, Appendix #1) issue via phone and provide on-site service on urgent (level 1 and 2 on Severity Level Chart, Appendix #1) issues. SCIS will work scheduled events after hours or on weekends when needed. An example of a scheduled event would be to upgrade a server or network device.

### Support Response Time

SCIS will typically respond to a support call immediately (via Help Desk) but may require (1) hour for initial contact. If the support requires on-site response, SCIS will be on-site within three (3) hours or at a mutually agreed scheduled time. Initial contact may consist of a phone call, email, or face-to-face response.

### **Support Reporting**

SCIS will provide the City a monthly detailed report containing a description and the amount of time for each incident. This report will be emailed to the designated City employee(s) by the 10<sup>th</sup> day of the following month the report is for. SCIS will also provide monthly an annual summary report indicating the number of incidents and the total amount of time provided by SCIS.

SCIS will provide in the monthly report an indicator for when warranty work was performed on hardware.

## **Section II: Technical Equipment Inventory**

SCIS will maintain an inventory of all technical equipment for the City. SCIS will also affix City provided asset tags if requested. SCIS will provide the City a copy of the Inventory quarterly (every three months) for review.

Personal computers, laptops, and server inventory information maintained by SCIS will be: manufacturer, hard-drive capacity, amount of memory (RAM), model, CPU type and speed, serial #, asset tag #, Installed licensed software, purchase price, date purchased, warranty expiration, location, etc.

Other technical equipment inventory information maintained by SCIS will be specific by device type but will be similar to what is kept for personal computers (above).

SCIS will relocate/move technical equipment as needed or requested. This helps ensure that equipment is handled appropriately and that inventory records can be updated.

## **Section III: Technical Equipment Diagnosis and Repair**

### **Personal Computers, laptops, notebooks, and servers**

#### **Warrantied items**

- Provide hardware diagnosis and repair.
- Contact vendor and have failed warrantied part(s) shipped.
- Replace part(s) and ship failed part(s) to vendor. (City/Vendor responsible for shipping)

#### **Non-Warrantied items**

- Provide diagnosis and provide City with estimate to repair/replace.
- Order and repair/replace item. (City responsible for replacement item)

### **Printers, plotters, and scanners**

- Assess inoperable printers and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

### **Network Equipment**

- Configure hubs, switches, and routers.
- Provide hardware diagnosis and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

### **Other technical Equipment**

- Assess inoperable devices and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

## **Section IV: Software**

### **SCIS will:**

- Maintain an inventory of all software licenses.
- Provide written recommendations on PC/Server software with justification and estimated cost.
- Perform software installation.
- Ensure Server Operating Systems are properly patched/updated as needed.
- Work with individual departments on the use and implementation of various custom software packages.

## **Section V: Technical Training**

SCIS will make available technical training for city employees.

Sarpy County currently has a Technical Training Contract and a facility with up to ten workstations for training on various PC software. The classes are usually 3 hours in length and are scheduled from 9:00-noon or 1:00-4:00. The various software packages include the Microsoft Office Suite of products (Word, Excel, Outlook, PowerPoint, and Access), Crystal Reports, iPad, and the Windows

Explorer.

## **Section VI: Consulting**

SCIS staff will be made available (if requested):

- To review and/or make recommendations for various Information Technology projects that the City may consider or undertake.
- Attend various meetings as needed, including City Council meetings.
- To act as a liaison between technology vendors and the City.
- To recommend technology vendors or products for the City.
- Assist in budget recommendations and/or planning.

SCIS will attempt to provide the same individual(s) to ensure cohesion on projects.

## **Section VII: Budget Recommendations**

SCIS staff will provide the City, by May 1<sup>st</sup> of each calendar year (or agreed upon date), a detailed assessment of the current I.T. infrastructure and make recommendation(s) to meet the City's goals for the next budget cycle.

## **Section VIII: Security**

SCIS currently has a Information Security Analyst on staff. The Information Security Analyst or his assignee will be made available to address security concerns/incidents.

SCIS will also work with the City to provide "End User Security Awareness" Training.

SCIS will make various recommendations to the City to aid in securing the City's I.T. assets and data.

## **Section IX: Miscellaneous**

It is the goal of SCIS to provide the City with the best possible technical support, while simplifying payment with a annual price to cover the Interlocal agreement. However, SCIS services would be capped at seven hundred fifty (750) hours per year. If the City appears to be nearing the limit of 750 hours, SCIS will notify the City. Additional work after 750 hours will be billed at \$75 per hour in increments of 1/4 hour (15 minutes) billed on a monthly basis.

SCIS will work with the City to obtain pricing for software and hardware through various governments contracts available. SCIS will provide quotes through various sources to provide the City with the best possible pricing.

SCIS will maintain an accurate network diagram for the City.

## **Section X: Exclusions**

This agreement does not include GIS services or software programming/development.

Any research or discovery from backups and/or archives of email is excluded from this agreement. SCIS will respond to such a request with a detailed estimate of the work and materials required to perform such request. The City may then request that such work be performed. SCIS will perform such work and submit a detailed invoice stating the type of work and the number of hours. Payment is due NET 30. Pricing for hourly work by SCIS staff will be \$85 per hour.

## Severity Level Definitions

## Appendix #1

Level	Description	Scope	Example
1 (high)	A major outage, performance degradation, or instability causing significant impact to the City.	Many/Most staff unable to function Mission Critical System Down Mission Critical Application Down Mission Critical Server/Circuit Down	Email Server Down Internet not working Server unreachable
2	Large number of staff impacted. Entire office, department or building is experiencing a problem. Small number of staff unable to use a mission critical application.	Multiple staff unable to function Major Performance Issues Multiple staff utilizing contingencies	Network Switch out Phone issues WAN down
3	Individual unable to use non-mission critical application(s). Individual can work with minimal impact to their productivity.	Individual having difficulty, but basically operational.  Individual unable to carry out their tasks.	Issue with Software One of two monitors fail Recover a document/file
4 (low)	Individual request or problem that does not impact business.	Individual needs information Install, Move, Add, Change something Simple question or problem Needs a "How to" answer Procedural question	Change font size Find a file, change name



# Sarpy County Information Systems

1210 Golden Gate Dr #1128  
Papillion, NE 68046  
402-593-1569  
  
[www.sarpy.com](http://www.sarpy.com)



Mark L. Walters	Director
Mike Graham	Operations Manager
Eric Herbert	GIS Coordinator
Bernie Meyer	Applications Manager
John Prince	Public Safety I.T. Manager

## MEMORANDUM

**To:** Joe Mangiamelli, Bellevue City Administrator  
**From:** Mark L. Walters, Sarpy County Information Systems Director  
**Subject:** Interlocal Agreement for I.T. Services and Public Safety Software  
**Date:** July 19, 2019

Sarpy County Information Systems (SCIS) is proposing to extend the Interlocal agreement for I.T. Services and Public Safety Software for a one (1) year extension. The current agreement will expire on September 30, 2018. The extension will allow the County and City to implement a new Law Records Management System that will be scheduled to be in place by the end of the amendment extension, September 30, 2019.

With only nine (9) months to estimate contract usage of the I.T. services, see the chart and graph showing the current agreement utilization (page 2). SCIS is recommending the same number of hours as the current agreement. The existing LRMS product, Motorola, will not have a maintenance agreement for FY19, so the cost will be less. However, the interlocal will have a clause to reimburse the County for any LRMS support costs for Time and Material by Motorola should any support be needed. There is no estimate of how much this cost could be for FY19.

Interlocal amounts being purposed for each agency:

Agency	I.T. Services	Records Mgmt	Total
Bellevue	\$97,750	\$25,816	\$123,566
Papillion	\$80,750	\$17,675	\$98,425
La Vista	\$40,375	\$5,323	\$45,698

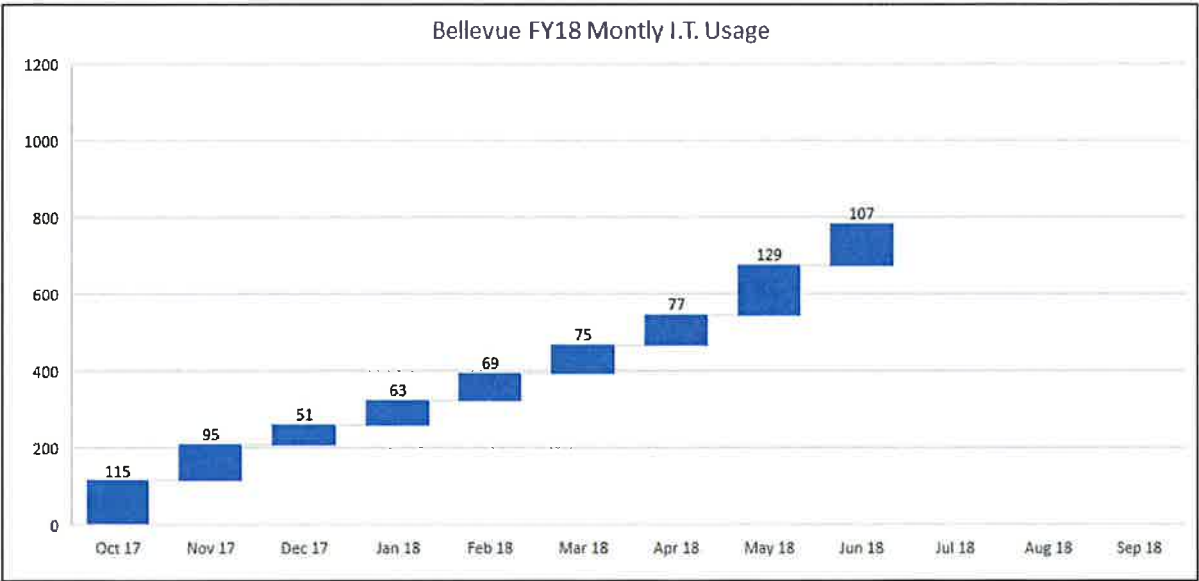
Please see the revised Interlocal agreement with the new attachment C-1 to replace the existing attachment C attached as a separate document.

Hosting amounts and costs (CPU, Storage, Memory, and backup) have retained the same values as in the current agreement.

If you have any questions or need any clarification please contact me.


**Bellevue Agreement Utilization October 1, 2017 to June 30, 2018 (9 Mo.)**

Item	Value
Hours Used	781
Monthly Average	86.78
Estimated Annual Usage	1041.33
Contract Limit	1150



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13c  
9.24.18

COUNCIL MEETING DATE:	09/24/2018	AGENDA ITEM TYPE:	
SUBMITTED BY:  Chief of Police 		SPECIAL PRESENTATION	
		LIQUOR LICENSE	
		ORDINANCE	
		PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	

SUBJECT:

Interlocal Agreement for ProPhoenix

SYNOPSIS:

Sarpy County and the cities of Bellevue, LaVista and Papillion are agreeing to share the costs of replacing the current Law Records Management System with an integrated Public Safety Software System, ProPhoenix.

FISCAL IMPACT:

Up to \$258,828.00, which includes Interfaces for Q-Tel, the property and evidence management system utilized only by the Bellevue Police department, which may not be needed.

BUDGETED ITEM: ☒ YES ☐ NO  
IF NO, EXPLAIN:

GRANT/MATCHING FUNDS ☒ YES ☐ NO  
IF YES, %, \$, EXPLAIN:

Sarpy County, Bellevue, LaVista and Papillion are sharing the costs of the software system, see Exhibit 1. The cost share was determined by sworn law enforcement personnel at each agency.

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:	10-20
	GL Account #:	7170
		[Fund-Dept-Project-Subproject-Funding Source-Cost Center]
	GL Account Name:	Software and Licenses

RECOMMENDATION:

Recommend approval of the Interlocal Cooperation Agreement between Sarpy County and the cities of Bellevue, LaVista and Papillion to share the costs of ProPhoenix and approve the Mayor to sign the agreement.

BACKGROUND:

The current Law Records Management System, LRMS, utilized by The Sarpy County Sheriff and the police departments of Bellevue, LaVista and Papillion is at end of life and as such support for this system ends at years end. Much vetting has taken place over the past two years and ProPhoenix is the top choice of all agencies to replace the current LRMS and all agencies have tentatively agreed to the attached cost share breakdown.

ATTACHMENTS:

- 1 Interlocal Cooperation Agreement
- 2 Cost Breakdown by Agency, Exhibit 1
- 3 SHI Pricing Proposal, Exhibit 2

- 4 Statement of Work, Exhibit 3
- 5 Consulting Agreement, Exhibit 4
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:


## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County"), and Cities of Bellevue, Nebraska; La Vista, Nebraska; and Papillion, Nebraska ("Cities"), located in the County of Sarpy, State of Nebraska, collectively referred to herein as "the Parties,"

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. §§ 13-801 through 13-827, enables separate political subdivisions of the State to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and developments of local communities; and

WHEREAS, the parties hereto are political subdivisions, duly authorized and existing under the laws of the State of Nebraska; and

WHEREAS, Sarpy County has entered into a Software License and Support Agreement with ProPhoenix for an Integrated Public Safety Software System (attached hereto and incorporated as "Exhibit 2"), a Statement of Work with ProPhoenix (attached hereto and incorporated as "Exhibit 3"), and a Consulting Agreement with Public Safety Consultants, Inc. (hereinafter "PSCI") for project management (attached hereto and incorporated as "Exhibit 4"); and

WHEREAS, ProPhoenix will implement Phoenix Software and other ProPhoenix deliverables as described in Exhibits 2 and 3. ProPhoenix responsibility includes understanding, describing, documenting, coordinating, reporting, and managing the overall Implementation Plan with Sarpy County, pursuant to Exhibits 2 and 3; and

WHEREAS, PSCI will provide project management services for Sarpy County for the implementation of the Agreements with ProPhoenix, pursuant to Exhibit 4;

WHEREAS, the Cities wish to utilize the services and products of ProPhoenix and PSCI under the same terms and conditions as the County; and

WHEREAS, the Parties desire to enter into a cost sharing agreement in order to outline the terms of payment for services which shall benefit the Cities.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND FOREGOING, IT IS AGREED:

- A. GENERAL PURPOSE: In consideration of these mutual promises, the Parties hereby agree to share the costs of (a) the agreement for an Integrated Public Safety Software System (the new "Law Records Management System" or "New LRMS") provided by ProPhoenix, (b) project management provided by the Consultant, PSCI, and (c) external interfaces. Each party will contribute to the initial total cost of those elements in the respective amounts shown on "Exhibit 1," attached hereto and incorporated by this reference. (The Parties do not agree to share and will not share in (1) the costs of the Q-Tel Ext. Interface or the Q-Tel ProPhoenix Interface shown on Exhibit 1, which costs shall be paid solely by the City of Bellevue, or (2) the costs of the ProPhoenix Civil Process shown on Exhibit 1, which costs shall be paid solely by the

County of Sarpy.) The Cities shall be granted the use of the Public Safety Software System for law enforcement purposes under the same terms and conditions as the County, as more specifically outlined in Exhibits 2, 3 and 4. If any Party under this agreement contracts for additional interface software not provided or specified herein, the Party must notify Sarpy County of such contract, and assume full responsibility for payment of those additional services.

- B. **DURATION:** This Agreement shall commence immediately when it has been executed by all four Parties. It shall remain in effect for one year thereafter and it shall thereafter automatically renew for successive additional one year periods, provided, any City Party may withdraw from participation in this Agreement and terminate its obligations for financial contributions for future time periods under this Agreement, as of any automatic renewal date (beginning with the automatic renewal date in 2019), by giving written notice of withdrawal to every other Party not less than 90 days prior to the effective date of the withdrawal. If any City Party gives such a notice of withdrawal, any other City Party may thereupon give written notice of withdrawal to every other Party not less than 60 days prior to the effective date of the withdrawal. Withdrawal by a City Party shall terminate that City Party's right to use of the Public Safety Software System as of the effective date of withdrawal by that City Party. The annual cost share of the ProPhoenix support services shall be re-evaluated annually, after initial system acceptance, and each Party's proportionate share of such support services costs (not including any support services costs regarding the Q-Tel Ext. Interface, the Q-Tel ProPhoenix Interface, and the ProPhoenix Civil Process) shall be determined as of May 1 of each year, beginning with May 1, 2019, by dividing the Party's total number of then fiscally authorized sworn law enforcement personnel by the sum total of then fiscally authorized sworn law enforcement personnel of all of the Parties.
- C. **INVOICES AND PAYMENT:** For the services described herein, Sarpy County shall pay ProPhoenix and PSCI under the terms of Exhibits 2, 3, and 4. Sarpy County shall provide each Party with a quarterly invoice for that Party's respective cost share of the agreements, together with adequate documentary support for the calculation of such cost share. Payment is due in full to Sarpy County within thirty (30) days of receipt.
- D. **COMPLIANCE WITH AGREEMENT:** The Cities hereby agree to and shall be bound by the terms of the Agreements, attached as Exhibits 2 and 3, to the same extent and duration as the County, except as otherwise provided above. Any material breach of the terms of such Agreements by a City Party shall terminate that City Party's rights under this Interlocal Agreement and the Agreements with ProPhoenix and PSCI. In no event shall any indemnification obligation imposed on a City Party by Exhibits 2 and 3 allow or require indemnification in excess of the statutory limits of liability specified in the Nebraska Political Subdivisions Tort Claims Act or in other provisions of law.
- E. **GOVERNANCE:** An Executive Board, composed of the Sarpy County Sheriff and the Police Chiefs from the Cities of Bellevue, La Vista, and Papillion (or his/her designee), shall be created to govern the affairs of the ProPhoenix Integrated Safety Software System. Such Executive Board shall be created by a separate document.

- F. NOTICE: Notice to the parties shall be given in writing to the agents for each party named below:

City of La Vista:  
City Clerk  
8116 Park View Blvd.  
La Vista, NE 68128

City of Papillion:  
City Clerk  
122 East 3<sup>rd</sup> St.  
Papillion, NE 68046

City of Bellevue:  
City Clerk  
1500 Wall St.  
Bellevue, NE 68005

Sarpy County:  
Clerk of Sarpy County  
1210 Golden Gate Drive, Suite 1250  
Papillion, NE 68046

- G. RESIDENCY VERIFICATION CLAUSE: Pursuant to Neb. Rev. Stat. § 4-114 *et seq.*, each Party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- H. NON DISCRIMINATION: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. § 1985, *et seq.*), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, *et seq.*, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
- I. NO SEPARATE ENTITY: This Agreement does not create a separate legal or administrative entity under Neb. Rev. Stat. § 13-804(3). No other person or entity is a party to this Agreement, either directly or as a third party beneficiary.

- J. NO RELIEF FROM LEGAL OBLIGATIONS: Pursuant to Neb. Rev. Stat. §13-804(5), the Parties hereto acknowledge, stipulate, and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
- K. AMENDMENTS: This Agreement may not be amended except by mutual agreement of the Parties and then only in writing.
- L. ENTIRE AGREEMENT: This instrument and its incorporated exhibits contains the entire Agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. This instrument may be executed in one or more identical counterparts which, taken together, shall form but one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to be effective as of the last date of signature below.

COUNTY OF SARPY, NEBRASKA,

A Nebraska Political Subdivision

By: \_\_\_\_\_  
Sarpy County Board Chairman

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Deb Houghtaling, County Clerk

Approved as to Form:

\_\_\_\_\_  
Deputy Sarpy County Attorney

CITY OF BELLEVUE, NEBRASKA,

A municipal corporation and Nebraska Political Subdivision

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

Date: \_\_\_\_\_

Attest:

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

Approved as to Form:

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



CITY OF PAPILLION, NEBRASKA,  
A municipal corporation and Nebraska Political Subdivision

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

Date: \_\_\_\_\_

Attest:

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

Approved as to Form:

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

CITY OF LA VISTA, NEBRASKA,  
A municipal corporation and Nebraska Political Subdivision

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

Date: \_\_\_\_\_

Attest:

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

Approved as to Form:

\_\_\_\_\_  
La Vista City Attorney

**EXHIBIT 1****Cost Breakdown by Agency**

<b>Agency</b>	<b>Sworn FY18</b>	<b>%</b>	<b>New LRMS</b>	<b>Consultant</b>	<b>External Interfaces</b>	<b>Q-Tel Ext. Interface</b>	<b>Q-Tel ProPhx Interface</b>	<b>ProPhx Civil Process</b>	<b>TOTAL</b>
La Vista	37	12.33%	\$61,976	\$6,561	\$9,928				\$78,466
Papillion	44	14.67%	\$73,701	\$7,803	\$11,807				\$93,311
Bellevue	98	32.67%	\$164,153	\$17,379	\$26,297	\$30,000	\$21,000		\$258,828
SCSO	121	40.33%	\$202,678	\$21,457	\$32,468			\$15,000	\$271,604
<b>Total</b>	<b>300</b>	<b>100.00%</b>	<b>\$502,508</b>	<b>\$53,200</b>	<b>\$80,500</b>	<b>\$30,000</b>	<b>\$21,000</b>	<b>\$15,000</b>	<b>\$702,208</b>



Pricing Proposal  
Quotation #: 15340387  
Created On: 5/15/2018  
Valid Until: 5/31/2018

## County of Sarpy NE

### Beth Garber

1210 Golden Gate Drive  
Papillion, NE 68046  
United States  
Phone: (402) 593-4476  
Fax:  
Email: bgarber@sarpy.com

## Inside Account Manager

### Alyssa Benson

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 888-591-3400  
Fax: 877-289-6088  
Email: GovNE@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Project Initiation ProPhoenix - Part#: NPN-PHOEN-INITIAL Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 14680 OC	1	\$107,766.60	\$107,766.60
2 Software Installation ProPhoenix - Part#: NPN-PHOEN-INSTALL Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 14680 OC	1	\$188,402.01	\$188,402.01
3 Training Completed and system ready for go-live ProPhoenix - Part#: NPN-PHOEN-TRAIN Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 14680 OC	1	\$134,572.86	\$134,572.86
4 Mission Critical Interfaces completed ProPhoenix - Part#: NPN-PHOEN-INTER Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 14680 OC	1	\$107,766.60	\$107,766.60
Subtotal			\$538,508.07
Shipping			\$0.00
Total			\$538,508.07

### Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*

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**Proposal For: Sarpy County RMS**

**Sarpy County**

Attention: IT Mgr. Public Safety John Prince  
1208 Golden Gate Dr  
Papillion, NE 68046  
Phone# 402-593-2288

**Proposal# 17-000294**

**Date: 02/13/2018**

**Valid Until: 07/15/2018**

**Submitted By:**

Johnston, Fred  
Phone# 609-953-6850 x  
E-Mail:  
fred.johnston@prophoenix.com

Dear IT Mgr. Public Safety John Prince,

On behalf of ProPhoenix Corporation, we are pleased to present this proposal for various components of the Phoenix Public Safety Solution Suite. The attached proposal details the required software modules and associated support services in order to successfully implement the proposed solution. If hardware is being proposed and/or recommended, please take note of the specific operating requirements outlined in the Proposal Notes and/or Terms section.

Phoenix represents a major "paradigm shift" in the value provided to Public Safety agencies throughout the United States. There are several differentiating benefits realized by an agency when implementing Phoenix Software. Highlights include;

- ✓ Deep horizontal and vertical integration throughout the entire software suite
- ✓ Integration of 3rd party tools which are transparent to the end user
- ✓ A complete, end-to-end, Public Safety lifecycle suite deployable throughout the entire agency
- ✓ Complete design, development, deployment, and maintenance conducted by ProPhoenix personnel
- ✓ Fiscal responsibility for both the initial procurement as well as ongoing sustainability
- ✓ An "all-inclusive" module philosophy within the major application offerings, e.g., CAD, RMS, Mobile, Fire, Corrections
- ✓ Continual incorporation of the latest in tools and technology to stay ahead of the technology curve
- ✓ Business Intelligence (B/I) capabilities providing "actionable insight" for enhancing decision making in support of Intelligence Led Policing (ILP) initiatives
- ✓ Adherence to National information sharing standards, e.g. National Information Exchange Model (NIEM) based of Global Justice Extensible Mark-up Language (GJXML)

The Phoenix Public Safety Software Suite embraces our "i3" design philosophy of "Integrated, Intuitive, Innovative". By implementing these tenets, our goal is to maximize an agency's effectiveness and optimize its efficiency through the use of our software. We are confident in our ability to exceed your operational expectations, and are grateful for the opportunity to compete for, and earn your business. Should you have any questions, please do not hesitate to contact us.

**Please have an authorized officer sign below and return a copy to me. Upon execution by both parties, this proposal and its terms and conditions will become a binding agreement.**

**Acceptance:**

**By: Sarpy County**

**ProPhoenix Corporation**

Signature

Date

Signature

Date

Print Name

Title

Print Name

Title

ProPhoenix Corporation ("Company") proposal contains information and data, which are privileged, confidential and/or proprietary to the Company. This information and data is commercially sensitive and/or financial in nature and is not made available for public review. This information is submitted on a confidential basis only in response to a specific customer request. The information contained herein is protected, among other things by the Trade Secrets Act, as codified, and any improper use, distribution, or reproduction is specifically prohibited. No license or right of any kind whatsoever is granted to any third party to use the information contained herein unless a written agreement exists between Company and the third party which desires access to the information. The information contained herein is submitted for purposes of review and evaluation in connection with Company's response to the specific request denoted herein. No other use of the information and data contained herein is permitted without the express written permission of the Company. Under no condition should the information contained herein be provided in any manner whatsoever to any third party without first receiving the express written permission from the Company.

**Total Solution Cost:****Final Proposal Amount** **\$535,600.00****Annual Support and Maintenance** **\$53,394.00****Cost Summary:**

\*A.S.M: Annual Support &amp; Maintenance

Category	Total Price	A.S.M
<b>ProPhoenix Items</b>		
Application Software	279,000.00	39,999.00
Interface	98,300.00	13,020.00
1. Civil Process Info to NE State - \$15,000 – Yearly Maintenance - \$2,250		
2. ESRI to ProPhoenix RMS - \$19,000 – Yearly Maintenance - \$2,100		
3. IMACS Name Push to RMS - \$12,500 – Yearly Maintenance - \$1,875		
4. Motorola P1 CAD to Phoenix RMS - \$21,000 – Yearly Maintenance - \$3,150		
5. NE TraCS to Phoenix RMS Configuration and Set-up - \$9,800 – Yearly Maintenance - \$1,470		
6. QueTel Property and Evidence for Bellevue Only - \$21,000 – Yearly Maintenance - \$2,175		
Installation	9,000.00	375.00
Travel	7,700.00	-
Conversion	77,500.00	-
Training	22,100.00	-
Project Management	42,000.00	-
ProPhoenix Items total:	535,600.00	53,394.00

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<b>Proposal total</b>	<b>535,600.00</b>	<b>53,394.00</b>
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\_\_\_\_\_  
Customer Signature\_\_\_\_\_  
Date

**Item Details:**

Description		Qty
<b><u>Application Software</u></b>		
RMS-CLI-MJ-P-SIT	RMS Client - MultiJuris - Police (Site License)  In this price, we have added numbers to consider some possibilities to add some new configurations	1
RMS-SER-MJ	RMS Server - MultiJuris - Police  Sarpy County Sheriff Office. Bellevue Police Dept. Papillion Police Dept. La Vista Police Dept.	1
<b><u>Interface</u></b>		
INT-ESRI-RMS	Interface - ESRI to Phoenix RMS	1
INT-IMACS-CMS	Interface - IMACS Name Push to RMS	1
INT-NE-CIVIL	Interface - Civil Process Info to NE State	1
INT-QUETEL-PROP	Interface - QueTel Property and Evidence  Bellevue PD Only	1
INT-MOTO-CAD	Interface - Motorola P1 CAD to Phoenix RMS	1
INT-TRACS-NE	Interface - NE TraCS to RMS Configuration and Setup	1
<b><u>Installation</u></b>		
INS-SER-TEST	Installation - Components/Licensing for Test Server	1
INS-PNX-RMS	Installation - Police RMS Software	1
<b><u>Travel</u></b>		
PNX-TRA	On-site Travel, Lodging, M&IE  Not to exceed price.	1
<b><u>Conversion</u></b>		
CON-GC	Populate Geo (Address)	1
CON-MOTO-RMS	Data Conversion - Motorola RMS	1
DATA-ANA	Data Conversion - Need Analysis	1
<b><u>Training</u></b>		
TRN-GO-LIVE	Training - On-Site Go Live	3
TRN-ONS-TTT	Training - On-Site Train the Trainer	10
TRN-POST-LIVE	Training - On-Site Post Go Live  Approximately 1 year after Go Live	2
TRN-ONS-SPECIAL	Training - On-Site Specialized Training	3
<b><u>Project Management</u></b>		







## **Terms & Conditions**

### **Application Software**

#### **RMS Client - MultiJuris - Police (Site License)**

Hardware and all the necessary system software, along with it's installation & configuration, are the responsibility of the customer unless otherwise specifically stated.

System specifications must meet the minimum requirements.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion in accordance to the terms and conditions of this agreement.

#### **RMS Server - MultiJuris - Police**

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion in accordance to the terms and conditions of this agreement.

### **Interface**

#### **Interface – Civil Process to the State of Nebraska**

#### **Interface – RMS to QueTel for Bellevue Police Department**

#### **Interface – Nebraska NIBRS Compliant**

Sarpy County and ProPhoenix will work with the State of Nebraska to ensure NIBRS Compliance throughout the duration of the contract.

#### **Interface - ESRI to Phoenix RMS**

Requires ARC GIS Web Server. Shape files to be deployed via the Web Server including Sarpy County GIS service and US Census web service for address verification.

#### **Interface - IMACS Name Push to RMS**

A unique "record/Transaction" will be created in ProPhoenix for the person that is booked into the Sarpy County Jail using IMACS software from vendor Intellitech Corp. The record would contain name of person, booking date, release date, booking number and while the person is actively booked into the Sarpy County Jail a visual "Flag/Alert" would be placed on the person record indicating they are currently "housed/booked" in the Sarpy County Jail. The visual "Flag/Alert" would be removed once the person has been released from the Sarpy County Jail and the release date will be inserted into the booking record within ProPhoenix.

#### **Interface - Motorola P1 CAD to Phoenix RMS**

Incident data entered in the CAD system will populate event records in Phoenix RMS. This would include the details of the call, dispatcher/officer notes, and the NCIC/CIB information for names and vehicles. ProPhoenix will bring required Call data from CAD into Phoenix RMS, as defined by Sarpy County and mutually agreed upon specifications. Cooperation of the CAD vendor is vital to a successful interface. ProPhoenix cannot bring over information that the CAD system or CAD vendor will not, or can not, provide.



### Interface - NE TraCS to RMS Configuration and Setup

All the necessary hardware and software required for the TraCS program must be installed by the Customer. When available from the State of Nebraska, Summons/Citations/Crash/Parking and other transferable data entered via the TraCS program will be automatically downloaded from the customer created TraCS Tran Folder on the Customer TraCS Server into Phoenix RMS and a Citation /Crash will be created. - An automatic duplicate name check will be performed. If a match is found with the Last Name, First Name, DOB, Race, and Sex, the existing name will be used. If not, a new name will be created.

### Installation

#### Installation - Components/Licensing for Test Server

Setup and Install Test Database on Customer Server. ProPhoenix recommends a test server and test database be used to qualify new releases before moving the new version to the production database.

#### Installation - Police RMS Software

Hardware and system software must be installed, configured and available before installation. Customer must provide access with full Administrator privilege to the server. Client workstation(s) (including mobile) access verification is customer's responsibility. Maintaining the in-house network is the customer's responsibility. RMS installation can be performed on-site, or remotely using Remote Desktop access. Optional on-site installations will require travel costs that are the responsibility of the customer and will be billed upon completion. Estimates of cost will be provided if on-site installation is desired. Contact us to discuss the minimum server requirements and various configuration options.

### Travel

#### On-site Travel, Lodging, M&IE

Actual expenses will be billed. An estimate of expenses are included in the contract price and listed in this proposal. This price is a do not exceed price. If additional travel is requested, or required, and expenses will, or may exceed this estimate, all expenses exceeding this estimate will be pre-approved by the Customer prior to any travel arrangements.

### Conversion

#### Data Conversion - Motorola RMS

Customer is responsible to provide the data in ASCII, comma delimited format, or in SQL format along with its data layout. In addition, Customer must provide code mapping assistance and validate all converted data for accuracy. Company will then work with the Customer and convert as much meaningful data that can be brought over to the existing Phoenix modules as possible. Meaningful data is defined as Incident Data, Name Data, Arrest Entry Data, Mug Shots, CAD Data, Citations, and Report Narratives (if possible; TBD after analysis). Any additional data conversion requested must be mutually agreed upon and may be at additional cost and analysis. Customer must validate the data for accuracy. ProPhoenix does not recommend conversion of warrant data. Property room conversion may be limited, or not possible, due to restrictions on data entry from incumbent vendor. Exact data to be converted will not be known until after analysis with customer.

#### Data Conversion - Need Analysis

ProPhoenix Project Manager will co-ordinate with the assigned customer's Project Manager to execute the needs analysis. Project life cycle includes:

- Needs analysis meeting
- Initial plan for conversion
- Risk Management and mitigation recommendations
- Determine what data technically be converted and what data is defined in the proposal for conversion

Needs assessment analysis does not include onsite travel and travel expenses.



If applicable, on-site will require travel costs that are the responsibility of the customer and will be billed upon completion. Customer must assist the ProPhoenix conversion team with data analysis and present needed data bases, etc.

### Populate Geo (Address)

Customer is responsible for providing the required Geo data based on the ProPhoenix data layout in the GEO spreadsheet or pay for the purchase the address only data from online sources.

If Lat/Long information is not provided by customer, Company will populate the Latitude and Longitude for addresses based on the match found in the US Census web services and will generate a report of all the addresses not found in these programs.

Customer will be required to correct addresses, or manually update the latitude/longitude, for any missing entries. Customer is responsible to verify and update GEO data in the spreadsheets before Company inserts the GEO data.

## Training

### Training - On-Site Go Live

Specific tasks and agenda expectations must be provided by the customer prior to any on-site visits to any of the four agencies. Scheduling will be subject to resource availability. If travel expenses are not listed as included in this proposal they will be additional and the responsibility of the customer.

### Training - On-Site Post Go Live

Follow up training provided after initial 45 days and one year after go live system use, as requested by Sarpy County. This training is to address set up and user concerns discovered after go live use. If not listed as an item in this proposal travel expenses are additional and the responsibility of the customer.

### Training - On-Site Specialized Training

On-Site Specialized Advanced Training. If travel expenses are not listed as included in this proposal they will be additional and the responsibility of the customer.

### Training - On-Site Train the Trainer

If travel expenses are not specifically listed as included in this proposal, they will be additional and the responsibility of the customer.

## Project Management

### Project Management and Professional Services

ProPhoenix has developed a project management methodology based on best practices and on Project Management Institute (PMI) recommendations. All new projects are divided into the following six distinctive project phases.

1. Initiation: Establish initial communication with the customer, set up internal systems, on-site analysis and initiation of the planning stage.
2. Planning: Conduct site visit if applicable, finalize project plan, and prepare internal team.
3. Implementation: Install and configure software, conduct system administration training, and execute a sample data conversion (if contracted)
4. User Training: Conduct train the trainer training, assist end user training, and prepare to go live.
5. Go-Live: Go live, conduct post go-live training, and perform data conversion (if contracted).
6. Closing: Conduct final review and project close-out. At completion, transfer project management to technical support staff.

## SOFTWARE LICENSE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE AND SUPPORT AGREEMENT ("Agreement") is entered into this \_\_\_\_ of April, 2018 by and between Chenosa Systems Corporation, a New Jersey corporation doing business as "ProPhoenix," with its principal place of business at 502 Pleasant Valley Avenue, Moorestown, NJ 08057 ("ProPhoenix"), and Sarpy County, NE, a municipal corporation with its principal place of business at 1210 Golden Gate Drive Papillion, NE 68046 ("Licensee").

In consideration for the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree that ProPhoenix will provide, and Licensee will accept, the software and services described in the proposal described below and attached to this Agreement as Appendix A (the "Proposal"), in exchange for the fees set forth in the Proposal and pursuant to the terms and conditions set forth in this Agreement.

### THE PROPOSAL INCORPORATED INTO THIS AGREEMENT IS:

**Title: ProPhoenix Software for Multi-Juris Records Management**

**Proposal #: 17-000294**

**Date: 02-13-2018**

### ADDITIONAL TERMS AND LICENSE RESTRICTIONS:

**Number of licensed Sites: 1**

**Number of licensed Concurrent Users for CAD Clients: 0**

**PAYMENT TERMS: Purchased through SHI, Nebraska State Contract 79380 (O4).**

### Project Milestones

Payment Milestones	When Invoiced
1. Project Initiation 20%	At contract signing.
2. Software Installation 35%	Installation of the software.
3. Training Completed and System Ready for Go-Live 25% (Train the Trainer and Specialized training necessary for go-live)	Go –Live training completed as proposed and system ready for live use.
4. Mission critical interfaces completed 20%	P1 CAD interface and State compliant IBRS completed.

**Subsequent Year Software and Support Fees begin (1) one year from date shown below**

Support Year			Annual Support Fee	When Invoiced
Year 1			\$	Waived
Year 2	2019	3%	\$	1 <sup>st</sup> Anniversary of Signing
Year 3	2020	3%	\$	2 <sup>nd</sup> Anniversary of Signing
Year 4	2021	3%	\$	3 <sup>rd</sup> Anniversary of Signing
Year 5	2022	3%	\$	4 <sup>th</sup> Anniversary of Signing
Year 6	2023	3%	\$	5 <sup>th</sup> Anniversary of Signing
Each year thereafter			Limited to 3% maximum increase over prior year's total.	

• • •

The parties agree to the terms and conditions of this Software License and Support Agreement as of the date set forth above.

**PROPHOENIX CORPORATION:**

**CUSTOMER:**

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

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

Name: Jeffrey Reit

Name: \_\_\_\_\_

Title: Executive Vice President

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Delivery Address, if different from above:

\_\_\_\_\_  
\_\_\_\_\_

## TERMS AND CONDITIONS

### PART I. SOFTWARE LICENSE TERMS

*Capitalized terms (shown in bold at their first use in this Agreement) are defined in Section 14.*

#### 1.0 LICENSE AND SOFTWARE USE

1.1 ProPhoenix grants Licensee a non-exclusive license to install and use the **Software** in object code form only and to use the **Documentation**, as described in this Section 1. The Software is being licensed, not sold, to Licensee by ProPhoenix for use only under the terms of this Agreement, and ProPhoenix reserves all rights not expressly granted to Licensee.

1.2 Licensee may:

- A. Install the Software on a single **Server** (or any additional number specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto), using only one (1) production database and/or unlimited training databases (unless otherwise specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto), to process information internally for the governmental and public safety functions assigned to Licensee by the relevant governmental authorities.
- B. Use the Software subject to the limitations on the number and type of **Concurrent Users** specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto.
- C. Make one (1) backup copy of the Software to protect against malfunction or damage to Licensee's computer systems or the media on which the Software is stored.
- D. Physically duplicate the Documentation for archival purposes and for individuals employed by Licensee who are directly responsible for the daily ongoing operation of the Software.
- E. Make an appropriate number of copies of the Software and Documentation for internal training and testing purposes.
- F. Permit Licensee's employees and agents to use the Software and Documentation on Licensee's behalf if they agree in writing to comply with the terms and conditions of Sections 1 and 11 of this Agreement or substantially similar terms; Licensee will remain responsible for the compliance with these terms by third parties using the Software or Documentation with Licensee's permission.

If Licensee desire to use any Software or Documentation for purposes that exceed the restrictions set forth in this Agreement, then an additional license will be required.

1.3 Licensee may not:

- A. Use the Software for any purpose other than for the governmental and public safety functions assigned to Licensee by the relevant governmental authorities.
- B. License, sell, rent, lend, sublicense or lease the Software

or Documentation to, or permit the use of the Software by or for the primary benefit of, any third party.

- C. Modify or attempt to modify the Software or any part of it.
- D. Reverse engineer, decompile or disassemble the Software (or attempt to do so) under any circumstances.
- E. Copy any part of the Software or Documentation unless this Agreement permits it.
- F. Merge, associate or combine, or attempt to merge, associate or combine, the Software with or into any third party software other than the **Third Party Software**.
- G. Remove or destroy any proprietary markings or legends, including copyright and trademark notices, appearing on or contained within any Software or Documentation.
- H. Export or re-export the Software and/or associated documentation in violation of the United States export rules and regulations.

1.4 The Software, documentation and any other materials accompanying this Agreement may be provided by ProPhoenix, at its option, on disk, in read only memory, via an FTP website download, or on any other media or in any other form

1.5 ProPhoenix and its **Third-Party Software Providers** (if any) retain all right, title and interest in the Software and Documentation (including copies made by Licensee), except for those rights expressly granted to Licensee under this Agreement. Licensee acknowledges that ProPhoenix, its Third-Party Software Providers (if any), and their successors and assigns own all proprietary rights in the Software and Documentation, including copyrights and valuable trade secrets.

1.6 The Third-Party Software Providers are beneficiaries of this Agreement and may enforce this Agreement to protect their rights in the Third-Party Software. Licensee acknowledges the right of the Third Party Software Providers in their respective software and related data and materials, including, but not limited to, trademarks and copyrights. Each party to this Agreement expressly indemnifies and holds the other party harmless against all claims, suits and damages by Third Party Software providers arising out of or caused by that party's breach of such Third Party Software license agreements.

1.7 If requested by ProPhoenix, Licensee will submit an annual certification, signed by an officer or authorized representative, specifying the number of users and number and location of all copies of the Software that Licensee has. ProPhoenix may also, once annually, upon reasonable notice and during regular business hours, audit compliance with the license restrictions; to that end, Licensee shall permit ProPhoenix to inspect Licensee's computer system on which Licensee is operating the Software upon forty-eight (48) hours' prior written notice to Licensee.

2.0 **SERVICES.** Licensee is responsible for the installation and configuration of the Software, training, on-site services and other professional services, unless either (a) those services are described in the Proposal or (b) Licensee has agreed in writing to purchase those professional services from ProPhoenix pursuant to a separate agreement, at ProPhoenix's

standard rates in effect at the time. If on-site services (or training anywhere other than at a ProPhoenix facility) are requested, Customer will also reimburse ProPhoenix for its reasonable travel expenses.

## **PART II. SUPPORT AND MAINTENANCE TERMS**

### **3.0 SOFTWARE SUPPORT**

**3.1** During the term of any Software Support period in effect, ProPhoenix will provide Licensee with the following Software Support:

A. **Enhancements** and related documentation made generally available at no additional charge to all licensees of ProPhoenix who have purchased support and maintenance. Nothing herein shall be construed as requiring ProPhoenix to provide Enhancements that are generally not available to other clients of ProPhoenix. Any product that is designated by ProPhoenix as a new product will not be included in Software Support. Where ProPhoenix makes a new product available, Licensee may obtain such product from ProPhoenix pursuant to its regular purchasing practices.

B. Telephone, online and e-mail consultation services, for up to one **Support Environment** including problem solving, bug reporting, documentation clarification and technical guidance for the Software. Telephone and e-mail consultations will be available during the hours of 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, exclusive of ProPhoenix holidays, and pager support for **Critical Errors** will be available at all other times.

C. Online support options are available on a 24 hours-a-day, 7 days-a-week basis through the Internet at <http://support.prophoenix.com>. The information available at this website will, at ProPhoenix's option, include, timesaving technical tips, online support, a download library of Enhancements, and Documentation associated with the Software. ProPhoenix will endeavor to post its latest technical notes on this website.

**3.2** ProPhoenix will endeavor to respond to Licensee within two (2) hours after contact by Licensee's authorized personnel for any **Critical Errors**, within two (2) business hours for any **High Errors** and within two to three (2-3) business days for all other issues. ProPhoenix will expend commercially reasonable efforts to provide an **Error Correction** designed to solve or bypass a reported **Error**. ProPhoenix will reasonably determine the priority level of Errors and use the following protocol for **Critical or High Errors**: (1) promptly assign specialists to correct the Error on an expedited basis; (2) provide ongoing communication on the status of an Error Correction; and (3) commence efforts to provide a temporary workaround or fix.

**3.3** Requests for support outside normal support hours may be made by leaving a voicemail on the ProPhoenix support number, or by sending an email, fax or online request to ProPhoenix. ProPhoenix will use commercially reasonable efforts to respond to requests for Software Support outside of normal hours within eight (8) business hours of its actual receipt and knowledge of such voice, email, fax or online request. After hour support for non-critical issues is provided for an additional cost calculated at ProPhoenix's then-current hourly rate (presently \$125 per hour), per support issue.

**3.4** Software Support will be provided remotely via an online connection. Software Support, including all diagnostic and remedial assistance at Licensee's facilities or other remote

locations is not included within the Software Support provided hereunder. Such diagnostic and remedial assistance at Licensee's facilities or other remote locations may be obtained by Licensee by purchasing separate consulting services from ProPhoenix at ProPhoenix's then-existing rates, plus expenses.

### **4.0 TERMS OF PERFORMANCE OF SOFTWARE SUPPORT SERVICES**

**4.1** ProPhoenix will be obligated to perform Software Support for the Software only if it remains unmodified, or modified only by ProPhoenix or its agents. Support does not include (i) any work related to providing consultation about or ensuring Software compatibility with application servers, platforms, network configurations, customizations (unless additional Support for customized versions is purchased), web browsers, databases other than those with which the Software is then currently developed to work, or versions of any of the foregoing, (ii) database performance tuning, (iii) Licensee-specific application usage assistance, or (iv) hardware maintenance.

**4.2** ProPhoenix will not provide Software Support with respect to problems with the Software or other Product which results from any negligent conduct or misuse by Licensee, its employees or agents, or any other third party, including without limitation, (1) damages caused by accidents, relocation or other movement; (2) neglect; (3) a failure to maintain proper environmental conditions; or (4) a failure to use the Software in accordance with the applicable Documentation.

**4.3** Licensee will be responsible for the following:

A. Installing the Software as well as any Enhancements to the Software, unless Licensee has retained ProPhoenix to complete the installation. Where Licensee installs any software or performs any installation activities, it must confirm the compatibility of such software prior to installation.

B. Keeping its hardware and network in proper working order and running the latest releases of all Third Party Software and other operating software.

C. Maintaining trained designated representatives with a working knowledge of Licensee's programs and system hardware;

D. Promptly notifying ProPhoenix of suspected Errors or needs for service, and upon request, providing to ProPhoenix written documentation with respect to any such Errors. In order to maintain its right to obtain Software Support, including remote troubleshooting and other diagnostic and repair functions, Licensee must provide ProPhoenix with access (via secure Internet connection) to servers running the Software whenever necessary to troubleshoot or fix a specific problem that has arisen and for which assistance has been requested pursuant to this Agreement. Licensee will communicate with ProPhoenix with respect to the Software Support only through its designated representative.

E. All maintenance and support of any network linked to the CPU containing the Software.

**4.4** If Software Support is terminated, then (a) support of all types, including but not limited to Enhancements, operational support and telephone or email support will only be available on a non-priority basis at ProPhoenix's time and material rates as then in effect, and (b) ProPhoenix reserves the right to enter into a new Software Support agreement with Licensee only on re-



negotiated terms. In the event that Licensee terminates its Software Support, and Licensee thereafter wishes to reinstate those Software Support (and ProPhoenix agrees to such reinstatement), in addition to the then-existing rate for Software Support, ProPhoenix may require Licensee to pay a Reinstatement Fee equal to thirty five percent (35%) of such then-existing rate.

**4.5** In the event that Licensee has (i) elected to discontinue Support services or (ii) breached Licensee's payment obligations under this Agreement or any other agreement between the parties, ProPhoenix may elect to withhold Software Support, and this action by ProPhoenix would not constitute a breach of this Agreement or a waiver of Licensee's breach.

**4.6** A version of the Software will be deemed obsolete one hundred twenty (120) days following receipt by Licensee of a new Enhancement superseding the prior version of the Software. ProPhoenix will not support obsolete versions of the Software. In no event, however, shall ProPhoenix be required to support an obsolete version of the Software for more than twelve (12) months from the date of release of an Enhancement superseding the prior version of the Software.

**4.7** ProPhoenix relies on its electronic CRM system that Licensee is required to use. ProPhoenix shall keep an accurate event log in the CRM electronic supporting system showing every CRM reported incident of trouble, every action taken by ProPhoenix personnel with respect to each such incident, as well every report of trouble by customer to the ProPhoenix CRM, including time and resolution. Licensee may at any time during a Software Support period access and view the CRM for complete information relating to the foregoing.

If Licensee does not use the ProPhoenix CRM, Licensee shall keep an accurate event log for any support requests not submitted via the ProPhoenix CRM electronic supporting system showing every incident of trouble, every action taken by Licensee's personnel with respect to each such incident, as well as every report of trouble by Licensee to ProPhoenix, including time of fix and/or resolution. Upon request by ProPhoenix, Licensee shall provide a report to ProPhoenix relating to the foregoing.

**4.8** No action by ProPhoenix in the performance of Software Support shall be deemed to expand the scope of Software Support as defined herein.

**4.9** Licensee is responsible for the installation and configuration of the Software, training, on-site services and other professional services. See Section 2.0 of this Agreement. Ongoing or follow up training is not considered Support or Maintenance. Additional training will be provided and invoiced at the standard rates in effect at the time.

### **PART III. PAYMENT AND OTHER GENERAL TERMS**

#### **5.0 FEES AND INVOICES**

**5.1** The payments set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto are due within thirty (30) days of an accomplished milestone. Unless the Software is found defective in a live production environment with a critical issue causing the Software to be down or preventing Customer from performing critical functions of the Software necessary to Customer's operations, after an uncured event of default under section 7.2 of this Agreement, Licensee shall be responsible for the payment of all installation charges, as set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule

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hereto, as well as all incidental expenses associated with such installation, including travel and materials. If Licensee makes an advance payment for installation or configuration of the Software, training, on-site services or other professional services pursuant to the Proposal, that amount will be credited to fees for such services (and not Software license or maintenance fees) and will become non-refundable if Licensee does not permit ProPhoenix to commence performance of the services within one (1) year of the payment.

**5.2** The license fee for additional Sites or Concurrent Users will be billed at the then current rate, unless a different rate is contained in this Agreement. Licensee must notify ProPhoenix no later than thirty (30) days after the number of Sites or Concurrent Users exceeds the contracted number. The license fee for additional Sites and Concurrent Users added will be due and payable within 30 days after the number of Concurrent Users exceeds the contracted number.

**5.3** All invoices are due and payable in US dollars upon receipt.

**5.4** Software Support for any Software Support periods that Licensee agrees to purchase after the initial 12-month Software Support period (to the extent set forth in the Proposal, on the initial pages of this Agreement or in an exhibit, amendment or schedule hereto) will be invoiced annually and will be paid in full upon Licensee's receipt of invoice.

**5.5** Software Support Fees for any additional Site or Concurrent Users will be subject to negotiation and will be prorated for any partial year from the date on which the number of Sites or Concurrent Users exceeded the contracted number.

**5.6** All fees and charges listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto do not include sales, use, value-added and similar taxes, which are Licensee's responsibility. Without limiting the foregoing, Licensee shall promptly pay to ProPhoenix an amount equal to any such items actually paid or required to be collected or paid by ProPhoenix.

#### **6.0 TERM**

Software Support may be terminated by either party after a 12-month Software Support period by providing at least 90 days written notice before the end of the period. If not terminated, Parts II and III of this Agreement will continue in effect for 12 additional months, and Licensee will be obligated to pay the fee specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto, or if none is specified, ProPhoenix's then-current annual Software Support fee.

#### **7.0 TERMINATION**

**7.1** This Agreement may be terminated as set forth in this Section 7 (or Section 9 below).

**7.2** If either party defaults in the performance of any material obligations under this Agreement, and such default is not corrected within forty five (45) days after receipt of written notification of the default from the non-defaulting party, then the non-defaulting party may terminate this Agreement (or, if applicable, individual Software license(s) upon delivery of the written notice of termination to the defaulting party.

The following, without limitation, shall constitute material events of default under this Section 7.2:

- A. any failure by Licensee to make payment in full when due;
- B. any failure by ProPhoenix to provide any products or services to Licensee which it is required to provide pursuant to the terms of this or any associated agreement between these parties; or
- C. any attempted assignment, sublicense or transfer of this Agreement by Licensee without the prior written consent of ProPhoenix.

7.3 ProPhoenix may terminate this Agreement and any license granted under Part I immediately if Licensee materially violate Section 1 or 11 of this Agreement.

7.4 This Agreement and license granted under Part I shall terminate, immediately and without notice, if Licensee: (a) files in any court pursuant to any statute of the United States or any individual state, a petition in insolvency or for the appointment of a receiver or trustee of Licensee or of Licensee's assets; (b) proposes a written agreement for the composition or extension of Licensee's debts; (c) is served with an involuntary petition against Licensee, filed in any insolvency proceeding, and such petition shall not be dismissed within 60 days after the filing thereof; (d) proposes or becomes a party to any dissolution or liquidation; or (e) makes an assignment for the benefit of creditors.

7.5 Within one month after the date of termination of this Agreement and/or license granted under Part I, Licensee will return to ProPhoenix or destroy (at ProPhoenix's option) the original and all copies, in whole or in part as then remaining, in any form, of all Software, Documentation and other **Confidential Information** that are the subject of such termination and not applicable to any public records laws, and an officer of Licensee will certify to the foregoing in writing delivered to ProPhoenix.

7.6 Licensee will pay all charges required under this Agreement incurred prior to the date of termination.

## 8.0 ASSIGNMENT

8.1 Without the prior written consent of ProPhoenix, Licensee's rights to any Software and Documentation under this Agreement may not be assigned, sublicensed, or otherwise transferred, voluntarily or otherwise, by Licensee.

8.2 ProPhoenix may assign its rights to receive payment under this Agreement, or grant a security interest in this Agreement or such payment right to any third party without Licensee's consent. Otherwise, without Licensee's prior written consent, ProPhoenix's obligations under this Agreement may not be assigned or otherwise transferred, voluntarily or otherwise, except in connection with the sale of its business by merger, stock sale or transfer of a substantial portion of its assets.

## 9.0 WARRANTY AND INDEMNITY

9.1 ProPhoenix warrants that the Software will operate in substantial conformity with the Documentation for ninety (90) days after the date of Delivery of the relevant Software to Licensee. Licensee's exclusive remedy and ProPhoenix's sole liability under this warranty will be for ProPhoenix to attempt through reasonable efforts to correct any material failure of any such copies of the Software to perform as warranted, if such failure is reported to ProPhoenix within the warranty period and Licensee, at ProPhoenix's request, will make reasonable efforts to provide ProPhoenix with sufficient information (which may include access to such copies of the Software on Licensee's computer system by ProPhoenix personnel) to reproduce the defect in question. This

warranty does not apply to the Software or any Third Party Software that has been altered or modified in any way by Licensee or someone other than ProPhoenix or its authorized agents.

9.2 ProPhoenix warrants that the Software, when used within the scope of this Agreement, does not infringe any United States patent, copyright or trade secret. ProPhoenix will defend at its expense any action brought against Licensee to the extent based on a claim that the Software, when used within the scope of this Agreement, infringes a U.S. patent, copyright or trade secret. ProPhoenix will pay any costs and damages finally awarded against Licensee in such action that are attributable to such claim, provided that Licensee promptly notifies ProPhoenix in writing of the claim, allows ProPhoenix to control the defense, provides ProPhoenix with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without ProPhoenix's prior written consent. Should the Software become, or in ProPhoenix's opinion be likely to become, the subject of any claim of infringement, ProPhoenix may at its option (i) procure for Licensee the right to continue using the Software, (ii) replace or modify the Software so as to make it non-infringing, or, if (i) and (ii) are not commercially reasonable, (iii) terminate the license granted hereunder and refund the remainder of the amounts paid for such license, using straight-line depreciation based on a five (5)-year useful life. ProPhoenix will have no liability for any claim of infringement based upon (i) use of other than the latest unmodified release of the Software available to Licensee if such infringement would have been avoided by the use of such release, (ii) use or combination of the Software with other programs or data if such infringement would not have occurred without such use or combination, or (iii) use of the Software after receiving notice from a third party, or having reason to believe, that the Software infringes a patent, copyright or trade secret right of a third party unless prompt written notice thereof is given to ProPhoenix. The forgoing states the exclusive remedy of Licensee and ProPhoenix's entire liability with respect to infringement of patents, copyrights, trade secrets or other proprietary rights.

## 10.0 LIMITATIONS

10.1 OTHER THAN THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, PROPHOENIX NEITHER MAKES NOR GRANTS ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED. PROPHOENIX EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS, INCLUDING SPECIFICALLY ANY AND ALL IMPLIED WARRANTIES, REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY, QUALITY, ACCURACY, QUIET ENJOYMENT OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. PROPHOENIX DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

10.2 EXCEPT FOR ANY MATERIAL VIOLATION OF SECTION 9.2 OR SECTION 11, LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGE OR LOSS IN ANY WAY CONNECTED WITH THE SOFTWARE, THIS AGREEMENT, SOFTWARE SUPPORT OR ANY OTHER MATERIAL, INFORMATION OR SERVICES FURNISHED BY PROPHOENIX HEREUNDER, WHETHER OR NOT CAUSED BY PROPHOENIX'S BREACH OF WARRANTY, NEGLIGENCE OR ANY BREACH OF ANY OTHER DUTY, SHALL BE, AT PROPHOENIX'S OPTION, REPLACEMENT OF THE SOFTWARE, DOCUMENTATION OR ENHANCEMENTS, REPERFORMANCE OF THE SOFTWARE SUPPORT OR SERVICES, OR RETURN OR CREDIT OF THE APPROPRIATE PORTION OF ANY AMOUNTS RECEIVED BY PROPHOENIX

FROM LICENSEE. IN NO EVENT SHALL PROPHOENIX'S LIABILITY EXCEED THE AMOUNTS RECEIVED BY PROPHOENIX FOR THE SOFTWARE AND DOCUMENTATION OR FOR SOFTWARE SUPPORT OR OTHER SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING LICENSEE'S CLAIM FOR RECOVERY, EVEN IF PROPHOENIX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INSTANCES OF INTENTIONAL VIOLATION OF THE OTHER PARTY'S CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF USE OR THE LOSS OF DATA OR INFORMATION OF ANY KIND, HOWEVER CAUSED, OR ANY LIABILITY TO END-USERS OR TO THIRD PARTIES (EXCEPT AS SET FORTH IN SECTION 9.2), INCLUDING WITHOUT LIMITATION LOSS OF PROPERTY, PERSONAL INJURY OR LOSS OF LIFE. THE LIMITED WARRANTY AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PROPHOENIX AND LICENSEE. PROPHOENIX WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE WITHOUT SUCH LIMITATIONS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE LICENSEE. PROPHOENIX HAS NO LIABILITY TO LICENSEE UNDER THIS AGREEMENT FOR ANY CLAIM BASED UPON LICENSEE'S USE, COMBINATION OR OPERATION OF THE SOFTWARE WITH ANY SOFTWARE NOT SUPPLIED BY PROPHOENIX, OR BASED UPON ALTERATION OF SOFTWARE BY LICENSEE OR ANYONE OTHER THAN A PROPHOENIX-AUTHORIZED REPRESENTATIVE.

#### **11.0 CONFIDENTIALITY**

**11.1** Each party agrees to treat as confidential and not to disclose, publish, release, transfer or otherwise make available to third parties (except as provided in this Agreement or required by law) any information that the other designates as confidential or proprietary ("Confidential Information"). ProPhoenix's Confidential Information includes, without limitation, its technology, processes, specifications, developments and software programs (including the Software and Documentation), whether or not designated as Confidential Information. In addition, any Third Party Software shall be included as Confidential Information, whether or not designated as Confidential Information. This Section 11 does not negate or supersede the terms of any other confidentiality agreement between Licensee and ProPhoenix. Neither party may disclose the financial terms of this Agreement to any third party other than its counsel or accountants or as required by law.

**11.2** Unless otherwise agreed in advance and in writing, in the event that Licensee or any employee or agent of Licensee suggests any improvements or modifications to the Software, Licensee acknowledges and agrees that, whether such improvements and/or modifications are implemented by ProPhoenix in whole or part, it assigns all right, title and interest, including all copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to ProPhoenix without payment or compensation of any kind, and that it will execute any reasonable documentation requested by ProPhoenix to memorialize such assignment. Licensee further acknowledges and agrees that any audio or visual recording or broadcast of ProPhoenix training sessions, for any purpose is prohibited without express written consent from ProPhoenix. To the extent permitted by law, Licensee agrees to take all reasonable

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precautions, including those that may be reasonably requested by ProPhoenix, to protect its Confidential Information.

**11.3** ProPhoenix agrees that all records and data entered into the database or imported from previously-used computer systems operated by Licensee are and shall remain the sole property of Licensee. Licensee shall not provide, and ProPhoenix shall not, without Licensee's written consent, copy or use such records except insofar as is necessary to carry out work on behalf of or for Licensee or as otherwise pursuant to this Agreement.

**11.4** Any use or attempted use of the Software or disclosure of Confidential Information in violation of the restrictions of this Section 11 is a material breach of this Agreement that will cause irreparable harm, entitling the violated party to injunctive relief in addition to all legal remedies. The obligations set forth in this Section 11 shall survive the termination of this Agreement for any reason for a period of two (2) years; provided, however, that such obligations shall not be deemed to survive only to the extent such information: (i) was a matter of public knowledge or available in published literature at the time ProPhoenix communicated this to Licensee; (ii) becomes a matter of public knowledge or available in published literature through no fault of Licensee subsequent to the time of communication thereof to Licensee; (iii) was in Licensee's possession free of any obligation of confidence at the time of the ProPhoenix communication thereof to Licensee; (iv) was rightfully communicated by a third party to Licensee free of any obligation of confidence subsequent to the time of the ProPhoenix communication thereof to Licensee; (v) was developed by officers, employees or agents of, or consultants to Licensee independently of and without reference to the Software or associated materials or documentation; or (vi) as otherwise required by law.

#### **12.0 GENERAL**

**12.1** This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes any and all other prior understandings, statements, warranties, representations and agreements, oral or written, relating to them, except the terms and conditions associated with the State of Nebraska SHI contract and the terms of any earlier nondisclosure or confidentiality agreement shall remain in full force and effect. Licensee is not relying on any representations about the Software or any future releases of the Software other than the Documentation, unless such representations are attached in writing to this Agreement. Any amendment to this Agreement must be in writing and signed by both parties. Printed or standard terms on any order form submitted by Licensee shall not apply if, and to the extent that, they are inconsistent with this Agreement. This Agreement may be executed in multiple counterparts, which may be exchanged via electronic facsimile machines or electronic signature devices.

**12.2** This Agreement will be governed by and interpreted in accordance with the laws of the State of Nebraska, excluding its principles relating to conflicts of laws.

**12.3** Except for actions initiated by either party to this Agreement for injunctive relief to enforce its rights pursuant to Section 11 above or, at the election of the party seeking collection, for the collection of any payments due in the normal course of business, any dispute or claim arising in connection with this Agreement will be adjudicated in the appropriate courts located in the State of New Jersey. It is the expressed desire of both parties, however, that a good faith effort be made to resolve all disputes prior to the resort to judicial proceedings. Accordingly, it is agreed that any dispute arising under this Agreement, including without limitation, any dispute regarding the operation of the Software, or payments due hereunder, shall be expressed to the other party in

a writing that describes each dispute in detail and includes documentation sufficient to evidence the nature of the dispute. The writing shall be delivered to the other party at the address set forth herein. The party receiving the dispute shall respond in writing within thirty (30) days and shall provide documentation supporting its response. Following such delivery and response, the parties shall engage in direct, good faith negotiations for the following thirty (30) days in an effort to resolve all disputes. If the parties are unable to reach an agreement, and in the absence of a written agreement to extend the negotiation period, either party may seek judicial relief. The existence of a dispute shall not, however, be cause for either party to avoid any obligation under this Agreement or any associated agreement, including without limitation, any payment or support obligation.

**12.4** Licensee will comply with, and at all times cooperate promptly with ProPhoenix to enable ProPhoenix to comply with, the provisions of the United States Export Administration Act, War Powers Act, or other law or Executive Order relating to control of exports or transfer of technology, and the regulations of the United States Departments of State, Commerce and Defense relating to them (in present form or as they may be amended in the future). In particular, but without limitation, the Software may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, Licensee represents and warrants that Licensee is not located in, under the control of, or a national or resident of any such country or on any such list.

**12.5.** Notices delivered under the terms of this Agreement will be in writing and sent by prepaid certified mail, return receipt requested, or by a nationally recognized overnight courier service to the respective addresses of the parties set forth in the recitals and signature page to this Agreement. In the case of ProPhoenix, such notices will be directed to the attention of the President; and, in Licensee's case, such notices will be directed to the attention of the individual named above executing this Agreement on Licensee's behalf. Notices will be effective on the date received.

**12.6** No term or provision of this Agreement will be deemed waived and no breach of this Agreement will be deemed consented to or excused, unless such waiver, consent or excuse will be expressed in writing and signed by the party claimed to have so waived, consented or excused such term or provision.

**12.7** The application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

**12.8** After expiration or termination of this Agreement, all provisions relating to payment shall survive until completion of required payments. In addition, all provisions regarding scope of the license granted in Part I, audit, indemnification, warranties, liability and limits thereon, assignment and confidentiality or protection of proprietary rights and trade secrets, shall survive indefinitely.

**12.9** No failure or omission by either party to carry out or observe any of the Terms or Conditions of this Agreement shall give rise to any claim against that party or be deemed to be a breach of this Agreement if such failure or omission arises, without limitation, due to act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of any government authority or third party, industrial disputes, fire, lightning, explosion, inclement weather, or other causes beyond the control of either party.

**12.10 ELECTRONIC SOFTWARE DELIVERY.** With respect to all the Software licensed by Licensee hereunder, all Software updates delivered under ProPhoenix's Support obligations under this Agreement or any programs or modules licensed by Licensee in the future, ProPhoenix shall deliver such Software, Enhancements, programs or modules via electronic software delivery over a secure VPN connection established between ProPhoenix and Licensee ("ESD"). ProPhoenix shall use commercially reasonable efforts to secure all file transfers via ESD. Licensee acknowledges that, despite such efforts by ProPhoenix to effect a secure file transfer, including using a non-public server and transferring by appointment only, there remains some level of risk of invasive activity by unknown third parties.

**12.11 RESIDENCY VERIFICATION.** ProPhoenix agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. ProPhoenix is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**12.12 SECURITY CERTIFICATIONS.** ProPhoenix shall maintain documentation or certification of their systems' security during the term of the contract. Certifications may be any common or accepted industry standard.

### **13.0 SOURCE CODE ESCROW OPTION**

**13.1** If desired by Licensee, ProPhoenix will deposit the **Source Code** for the Software with a certified third party escrow agent. The certified third party escrow agent will be selected and paid by Licensee, subject to ProPhoenix's approval, where such approval will not be unreasonably withheld. Licensee will provide ProPhoenix with any documents necessary to establish the escrow agreement. The purpose of the source code escrow is to provide for retention, administration and controlled access and release of the deposit materials to Licensee under certain conditions listed below (the "Escrow Release Events"). The Escrow Release Events shall consist of the following:

- A. If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to transact business; or
- B. If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to provide support for the Software as required by this Agreement and does not offer to Licensee another software product to perform the same or similar functions as the Software.
- C. If ProPhoenix triggers any of the termination events described in Section 7.4.

**13.2.** In the event of a release of the Source Code to Licensee, Licensee shall have the limited right and license to use, copy and modify the Source Code solely for the purposes of maintenance and support of the software for Licensee's internal use only. Such license shall be non-exclusive and non-transferable. Licensee agrees that the Source Code delivered under this Section is subject to the confidentiality restrictions recited elsewhere in this Agreement. Notwithstanding any terms to the contrary, Licensee may disclose the Source Code to consultants and agents for the sole purpose of supporting and maintaining the Software, provided such consultants and agents agree to be bound by the confidentiality restrictions which are applicable to Licensee hereunder.

**13.3.** In addition, ProPhoenix will, at Licensee's sole expense, deposit the Source Code with an escrow agent pursuant to an

escrow agreement between ProPhoenix and escrow agent, a copy of which will be provided to Licensee at Licensee's request, and ProPhoenix shall maintain such escrow, and update the Source Code, for the period that Licensee purchases Software Support. The escrow agreement shall require release of the source code to Licensee solely upon the occurrence of the Escrow Release Events. Licensee will be responsible for the full expense associated with facilitating the Source Code deposit and establishing the escrow relationship. Licensee acknowledges that the Source Code is a valuable commodity that cannot be transported through mail delivery. Licensee may select a provider to facilitate secure delivery of the Source Code, subject to ProPhoenix's approval. Additionally, no later than Thirty (30) days after the execution of this Agreement, Licensee shall be added as a beneficiary to the escrow agreement. Licensee shall use its reasonable efforts to promptly provide the escrow agent with executed documents as may be required of Licensee pursuant to the escrow agreement. Licensee shall be responsible for payment of all annual fees related to the escrow agreement and Licensee shall be responsible for payment of the fees applicable to technical verification of the Source Code. ProPhoenix and Licensee desire the escrow agreement to be supplementary to this Agreement, pursuant to 11 U.S.C., § 365(n) (Bankruptcy; executory contracts and unexpired leases).

**14.0 DEFINITIONS.** For purposes of this Agreement, the following terms shall be defined as follows:

"CAD Client" means a single computer terminal at a licensed Site, which may be used by one Concurrent User at a time but may be used by several Concurrent Users at different times.

"Concurrent User" means any individual user using or having access to the Software at a single point in time.

"Confidential Information" is defined in Section 11.

"Critical Error" means an Error that causes the Software production system to go down or prevents Licensee from working in the Software.

"Delivery" occurs when ProPhoenix has first delivered the Software and Documentation on CD-ROM to a common carrier, by ESD (electronic delivery), or personally by an authorized employee or agent of ProPhoenix at Licensee's address set forth above.

"Designated Representatives" shall mean Licensee's employee who is trained and continues to keep updated with the ongoing product details in the Software and capable of providing support to their users.

"Documentation" means the user guide and technical guide related to the Software, any related support material specified in an exhibit, addendum or schedule, and the functionality described at the ProPhoenix website at [www.prophoenix.com](http://www.prophoenix.com), as may be modified from time to time by ProPhoenix as permitted by this Agreement. Documentation may, at the option of ProPhoenix, be provided in paper or electronic form.

"Enhancements" are new releases and versions, error

corrections, minor updates and modifications of the Software.

"Error" means a failure of the Software to conform to the specifications therefor as set forth in the Documentation resulting in the inability to use or a considerable restriction in use of the Software.

"Error Correction" means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Licensee.

"Escrow Release Event" is defined in Section 13.

"High Error" means an Error which represents a failure of expected functionality that causes serious degradation to Licensee's use of the Software production system.

"Maintenance Release" means a subsequent version of the Software that includes Error Corrections and/or Enhancements.

"Server" means a single CPU or multi-core server (physical or virtual). A Server may be located at a different location than the Licensee's permitted Site.

"Site" means a single facility or other physical location at which Licensee's users operate the Software.

"Software" means the Phoenix-Law and Fire CAD, RMS and WDA software modules listed on the initial page(s) of this Agreement (or an exhibit, amendment or schedule hereto), as it may be upgraded, enhanced, and/or modified by ProPhoenix (unless such upgrade is accompanied by a separate license agreement, in which case the terms of that license agreement will govern the Software as upgraded), in machine-readable, object code form only. The Software includes any Third-Party Software products and related documentation listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto.

"Source Code" means the human-readable version of the Software, comprised of a text listing of commands to be compiled or assembled into an executable computer program, along with any associated developers' notes.

"Support Environment" means up to two (2) Software instances (typically one production instance and one QA instance) at Licensee's site location.

"Third-Party Software" means software of companies other than ProPhoenix that ProPhoenix has licensed to Licensee under this Agreement.

"Third-Party Software Provider" means a company, other than ProPhoenix, that has licensed Third Party Software to ProPhoenix, which ProPhoenix sublicenses to Licensee under this Agreement.



## Statement of Work

BETWEEN

### **Sarpy County**

1208 Golden Gate Dr  
Papillion, NE 68046

AND

### **ProPhoenix Corporation**

502 Pleasant Valley Ave  
Moorestown, NJ 08057  
Phone: 609-953-6850  
Fax: 609-953-5311  
[www.prophoenix.com](http://www.prophoenix.com)

**For An Integrated Public Safety Software System**

May 10, 2018



## **Introduction**

This Statement of Work (SOW) governs the project scope, deliverables, mutual responsibilities, assumptions, and other project tasks as part of the delivery of an integrated Public Safety System known as Phoenix Software ("Phoenix") between Sarpy County and ProPhoenix Corporation.

Successful implementation requires dedicated commitment and leadership from ProPhoenix and Sarpy County. This SOW details the steps necessary to accomplish this goal.

## **Assumptions**

1. This Statement of Work will be utilized by ProPhoenix and Sarpy County to manage implementation of the Phoenix software and to convert Sarpy County from its existing environment.
2. The project consists of the delivery, installation, configuration, testing, implementation, and go-live support of the Licensed Standard Software providing the functionality and operation described in the Phoenix user documentation.
3. Work will be performed at Sarpy County's location and ProPhoenix offices. Work will be performed on Business Days during normal business hours, except when both parties agree otherwise.
4. Sarpy County and ProPhoenix expect and agree that the SOW will be modified from time to time, especially after the initial on-site analysis and ProPhoenix gains a more complete understanding of Sarpy County's existing system and specific requirements.
5. Additional work activities or software functionality not described in the Statement of Work and/or the Proposal will be considered a change to this project and will be authorized by Sarpy County using the Project Modification Request process.

## **General PM Responsibilities**

ProPhoenix shall act as Project Manager (PM) to assist Sarpy County, or designated representative, in implementing Phoenix Software and other ProPhoenix deliverables as described in the proposal.

ProPhoenix responsibility includes understanding, describing, documenting, coordinating, reporting, and managing the overall Implementation Plan with Sarpy County.

ProPhoenix and Sarpy County shall use ProPhoenix CRM, Outlook, Word, Excel, and other software that may be necessary for Project Management activities.

## **Scope**

The scope of this project is to implement Licensed Phoenix Software at Sarpy County's location and migrate to the Phoenix Public Safety Software Solution.

ProPhoenix shall:

1. Conduct a Business Analysis for each agency and understand the specificity of the agency's environment and then deliver and install Licensed Standard Software Applications described in the Agreement.





2. Install third party hardware and software sold through ProPhoenix if any as described in the Agreement.
3. Assist Sarpy County in installing the associated hardware and system software to be used for Phoenix which was not procured through ProPhoenix.
4. Work closely with the Sarpy County's system administrator to configure Phoenix software to optimize its usability.
5. Work with Sarpy County to define and map data for conversion to ProPhoenix and perform data conversion as agreed.
6. Deliver, install, configure, and test the Interfaces described in the Agreement.
7. Train people identified by Sarpy County to allow Sarpy County to: install, upgrade, configure, maintain, operate, back-up, restore, identify, and report faults in the Licensed Standard Software.
8. Assist in Go-Live transition.

Configuration does not include modifications to the software source code, database layouts, report customization, or interfaces to internal or external databases or systems unless otherwise specified in the proposal. Any such modifications are considered customization of the Phoenix Software and are not included in the scope of this project.

ProPhoenix is not responsible for the decommissioning and removal of any existing hardware, software, or technology used by Sarpy County.

#### **Project Management Team**

**ProPhoenix and Sarpy County Staff, or designated Sarpy County 3<sup>rd</sup> party contractor**

#### **ProPhoenix Team**

##### **Jeff Reit, Vice President – Business Development**

Mr. Reit is the ProPhoenix Executive responsible for the overall management of the Company's business development organization. He will stay actively involved throughout the project lifecycle.

##### **Joseph Lehmann, Jr., Director of Professional Services**

Mr. Lehmann is responsible for all professional services and support for all Phoenix projects. He will directly oversee Project Management and stay actively involved throughout the project lifecycle.

#### **[TBD] , Project Manager**

[TBD] has been assigned as your Project Manager. He/She may provide some of the initial set up and training and will also serve as a technical liaison to ProPhoenix. He/She will be active in all aspects of the project, such as implementation and the scheduling of resources. In addition, he/she will generate all status reports and correspondence and work very closely with Sarpy County throughout the project lifecycle.

#### **ProPhoenix On-Site Implementation Team**

These professionals will be assigned to the implementation of the ProPhoenix deliverables. They will





**Greg Dietrich, ProPhoenix Data Conversion Manager**

**Sarpy County Project Team**

The Sarpy County Project Manager will be the primary contact for ProPhoenix. He/She will be responsible for ongoing communication with the Sarpy County Management regarding project progress, issues and/or changes and will coordinate and manage activities of Sarpy County's staff in fulfilling the Sarpy County's responsibilities within this SOW and the Agreement.

The System Administrator will be responsible to: ensure Sarpy County's network, servers, and client (PC) environment is installed and maintained properly; provide operational support of Sarpy County's hardware and system software infrastructure; provide operational support for ProPhoenix Standard Software to Sarpy County's users; and perform routine software upgrades, backup, and recovery tasks for the Phoenix Software.

ProPhoenix and Sarpy County expect that the designated Project Managers will manage and resolve all matters required for Sarpy County to effectively utilize the Licensed Standard Software. If the Project Managers are unable to effectively advance the project in a timely manner, the escalation chain for ProPhoenix is as follows:

- In the unlikely event of a dispute, should the people indicated in this Statement of Work be unable to resolve it, the Dispute Resolution Process described in the License and Software Agreement shall be followed.

## ProPhoenix Responsibilities

1. Establish and maintain effective and efficient communications concerning the project with the Sarpy County's Project Manager.
2. Conduct status meetings with Sarpy County on an as needed basis, minimum monthly, or on a mutually agreed upon schedule.
3. Coordinate all ProPhoenix activities with Sarpy County's Project Manager.
4. Maintain CRM with up-do-date status of the project. Communicate with the necessary executives to keep everyone informed with the current project status.



5. Maintain the Project Plan
6. Track and manage modifications requests.
7. Manage all third party related tasks such as ordering, installation, and completion of the items to be installed.
8. Schedule and manage the resources as per the project plan.
9. Ensure all necessary approvals are in place before moving on to the next phase.
10. Resolve disputes by coordinating with ProPhoenix Management and Sarpy County Management.

### **Sarpy County Responsibilities**

1. Establish and maintain effective and efficient communications concerning the project with the ProPhoenix Project Manager.
2. Conduct status meetings with ProPhoenix on an as needed basis, minimum monthly, or on a mutually agreed upon schedule.
3. Coordinate with the ProPhoenix Project Manager for the maintenance of Project Plan.
4. Organize and manage all onsite visits by the ProPhoenix personnel. Provide ProPhoenix with a reasonable office work environment and internet connectivity.
5. Resolve disputes (if any) by coordinating with ProPhoenix Management and Sarpy County Management.
6. Work with finance/accounts payable to ensure timely payment as per the agreement

### **Communications Plan**

ProPhoenix CRM and Teamwork, if required, will be used to maintain all correspondences, which can be viewed online.

The following communications plan will be used throughout the implementation. Unless specified, all communications are done as needed between Customer PM and ProPhoenix PM.

1. Project Status Report:  
ProPhoenix PM to Sarpy County PM: Regular posted on CRM with E-Mail notification
2. Modification Requests, Schedule Changes by Sarpy County:  
Sarpy County PM to ProPhoenix PM: via Phone, E-Mail or CRM



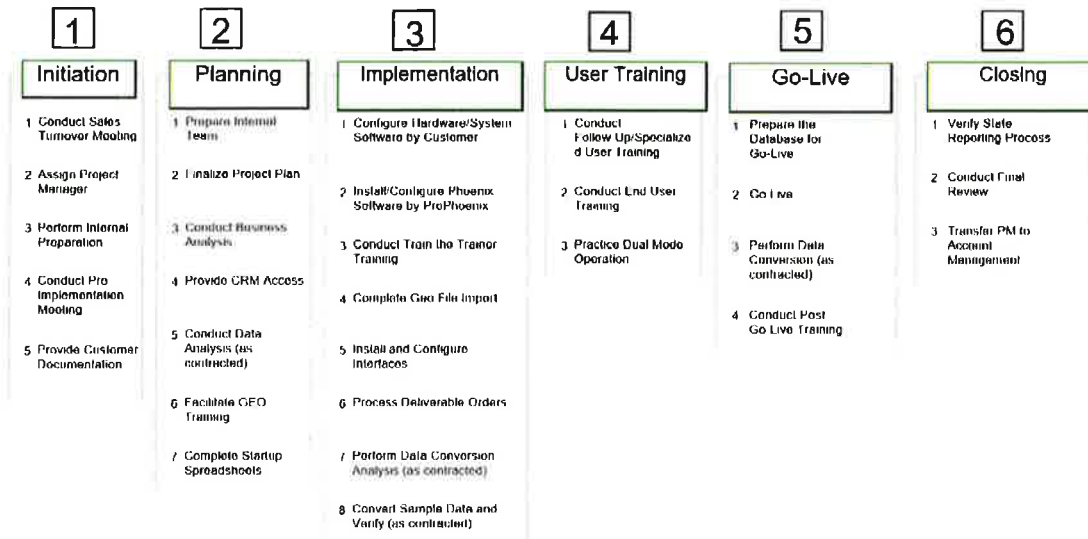
3. Modification Requests, Schedule Changes by ProPhoenix:  
ProPhoenix PM to Sarpy County PM: via Phone, E-Mail or CRM
4. Software Issues:  
Sarpy County PM to Technical Support: via Phone or CRM

## **Project Implementation Methodology Overview**

ProPhoenix has developed a project management methodology based on best practices and on Project Management Institute (PMI) recommendations. All new projects are divided into the following six distinct project phases.

1. **Initiation:** Establish initial communication with the customer, set up internal systems, and initiate the planning stage.
2. **Planning:** Conduct Customer Business Analysis, finalize the project plan, and prepare the internal team.
3. **Implementation:** Install and configure software, conduct train-the-trainer training, and execute a sample data conversion.
4. **User Training:** Conduct follow-up/specialized training, end user training, and prepare to go live.
5. **Go-Live:** Go live, conduct post go-live training, and perform data conversion.
6. **Closing:** Conduct final review and project close-out. At completion, transfer project management to technical support staff.

Each phase consists of many tasks and each phase must be completed before proceeding to the next phase. Each task is described in greater detail in the following sections. The flow chart describing all the phases is shown below.



Phase: 1  
Initiation

## 1. Conduct Sales Turnover Meeting

ProPhoenix will conduct an internal meeting with Sales to understand the project as a whole and to gather all pertinent documents, including the Sales Turnover Form.

## 2. Assign Project Manager

ProPhoenix will assign the Project Manager.

## 3. Perform Internal Preparation

ProPhoenix will conduct internal meetings with all agencies to discuss customer specifics regarding the project and devise the project plan.

## 4. Conduct Pre Implementation Meeting

Participate in Pre-Implementation kickoff meeting with ProPhoenix.

1. Review the Statement of Work (SOW).
2. Review all the interface specifications including NCIC and plan to get the projects started

## 5. Provide Customer Documentation

The customer is to be provided with the access to the following documentation:

- GEO Documentation
- GEO Spreadsheet Instructions
- GEO Spreadsheet
- Prerequisites for Phoenix Setup
- System Admin Guide
- Statement of Work



- Startup Spreadsheets and the guide

## Phase: 2 Planning

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### 1. Prepare Internal Team

ProPhoenix will conduct an internal meeting with the key team members.

### 2. Finalize Project Plan

ProPhoenix will prepare Microsoft Project Plan.

### 3. Conduct Business Analysis

The customer should assign appropriate agency staff to participate in a Business Analysis meeting with ProPhoenix staff to review policy and procedures of the organization and how they relate to ProPhoenix Software.

### 4. Provide CRM Access

The customer will provide a list of users that will have access to our Customer Relationship Management (CRM) site. These users should attend the System Admin training.

### 5. Conduct Data Analysis (as contracted)

The customer shall participate in a "Data Analysis" to review and confirm which data can be converted into ProPhoenix.

### 6. Facilitate GEO Training

GEO training has been completed by verifying the GEO Spreadsheet.

1. Insure that has all streets, addresses, intersections and common names are identified by political juris.
2. Insure a patrol area is assigned for each address/intersection.
3. Insure that a Run Assignment is assigned for addresses/intersections.

### 7. Complete Startup Spreadsheets

The Customer must complete the appropriate Startup Spreadsheets based on the scope of the project. Explanation on how they must be completed will be provided by ProPhoenix. Information from spreadsheets will be inserted in the customer system by ProPhoenix.

Personnel; Police CAD CFS Codes; Police Units; Police CAD Dispositions; Charges; NIBRS Charges; Terminals; Property Room; Locations; Inventory; Inventory History; Fleet; Course; Training.

## Phase: 3 Implementation

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### 1. Configure Hardware/System Software by Customer

The customer will provide a list of users that will have access to our Customer Relationship Management (CRM) site. These users should attend the System Admin training.



## 2. Install/Configure Phoenix Software by ProPhoenix

ProPhoenix will Install/Configure Phoenix Software

## 3. Conduct Train the Trainer Training

The customer is responsible for having the appropriate agency staff actively participate in the training.

- All students attending should be dedicated to the entire training session, not assigned other duties.
- Students should give their full attention to the class and not be permitted to use personnel devices for email or texting.
- Suitable classroom space must be provided, with a workstation and projector available for the instructor.
- No more than two (2) students per workstation.
- Each student must have a copy of the training workbooks, if provided for class.
- Workstations must be preconfigured with applications/icons available on the desktop.
- Students should be able to log into Windows.
- User names and password tested
- Necessary Windows privileges/security must be assigned.
- Students should be able to log into ProPhoenix.
- User names and passwords must be tested.
- Necessary roles must be assigned.
- RMS workstations should be configured with:
  - High-speed internet access
  - Screen: 21-inch, with minimum resolution of 1366 X 768
  - Windows 7 or greater with IE 11
  - Minimum of 6 GB of RAM
  - Microsoft .Net Framework 4.5.1 (if using CAD/WDA)

## 4. Complete Geo File Import

1. The customer completes the GEO spreadsheets as per GEO Instruction document and training.
2. The customer ensures that individual political juris are identified in the spreadsheets for all records.
3. ProPhoenix performs initial GEO Conversion. The customer is required to review the GEO and provide timely feedback to ProPhoenix.
4. The customer will notify ProPhoenix upon acceptance of the GEO, and approve it to be inserted into the live database.



The customer and ProPhoenix are responsible for assisting and verifying the functionality of interfaces. The customer and ProPhoenix are also required to make arrangements and coordinate with any third party vendor for implementation of the interface with ProPhoenix.

Deliverable items such as third-party hardware; ProPhoenix will be processing the Orders.

- The customer is responsible for installing it and configuring the items unless ProPhoenix to assist.

1. The customer must assign a resource familiar with the legacy database and table structure and able to work with the Data Conversion team to analyze data being converted into ProPhoenix.
2. The customer needs to provide timely feedback to ProPhoenix.

The customer is responsible for reviewing converted data and providing timely feedback to ProPhoenix.

## Phase: 4 User Training

The customer will dedicate appropriate personnel to attend the specialized training. This training is targeted for the personnel within the agency overseeing the implementation of the project. The same conditions as "3. Conduct Train the Trainer Training" under Implementation apply here.

The customer is responsible to conduct end-user training following the Train-the-Trainer training.

The customer is responsible for performing dual mode operation for a period of time prior to go-live. This is side-by-side operation of their existing application along with ProPhoenix to ensure smooth transition upon go-live.

## Phase: 5 Go-Live

The customer is responsible to insure all the necessary System Parameters are set for go-live.



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## **2. Go-Live**

1. The customer will coordinate with ProPhoenix to schedule a go-live date and time.
2. The customer will make all the necessary agency preparations for go-live.

## **3. Perform Data Conversion (as contracted)**

1. The customer is responsible for notifying ProPhoenix when they have finished using their old system.
2. The customer is responsible for reviewing and providing timely feedback to ProPhoenix on sample data conversion.
3. The customer

## **4. Conduct Post Go-Live Training**

The customer is responsible for having the appropriate agency staff participate in the training.

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## **Phase: 6 Closing**

### **1. Verify State Reporting Process**

The customer and ProPhoenix are responsible for verifying the state reporting process and providing feedback to ProPhoenix.

### **2. Conduct Final Review**

ProPhoenix will conduct a final review of the project with Sarpy County Project Manager.

### **3. Transfer PM to Account Management**

Upon conclusion of the Project, the customer to be transferred to Account Management.





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- 1.2 RMS Server – MultiJuris – Police

### **2 Interface**

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### **8 Project Management**

- 8.1 Project Management and Professional Services



## 1. Application Software

### **RMS Client - MultiJuris - Police (Site License)**

Hardware and all the necessary system software, along with its installation & configuration, are the responsibility of the customer unless otherwise specifically stated. System specifications must meet the minimum requirements.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion.

### **RMS Server - MultiJuris – Police**

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion.

## 2. Interfaces

Sarpy County is responsible for contacting the third party vendor or entity to secure requirements/specifications for each interface. The information is to be provided to ProPhoenix. If necessary, Sarpy County will arrange a meeting with the third party to work out any details, resolve issues and assist with development of the software. Sarpy County is responsible for any fees or charges the third party vendor or entity may require for their work as part of this interface.

### **Interface - ESRI to Phoenix RMS**

Sarpy County will use the County GIS ESRI ArcGIS Server mapping system and, if needed, the County will also use the Census's geocoding services. Interface will enable ESRI maps to display in all areas of the product where maps are used.

### **IMACS Name Push to RMS**

A unique "record/Transaction" will be created in ProPhoenix for the person that is booked into the Sarpy County Jail using IMACS software from vendor Intellitech Corp. The record would contain name of person, booking date, release date, booking number and while the person is actively booked into the Sarpy County Jail a visual "Flag/Alert" would be placed on the person record indicating they are currently "housed/booked" in the Sarpy County Jail. The visual "Flag/Alert" would be removed once the person has been released from the Sarpy County Jail.

### **Interface - Civil Process Info to NE State**

Sarpy County to secure point of contact and specifications as mentioned above.

### **Interface - QueTel Property and Evidence**

Sarpy County to secure point of contact and specifications as mentioned above.

### **Interface - Motorola P1 CAD to Phoenix RMS**

Incident data entered in the CAD system will populate event records in Phoenix RMS. This would include the details of the call, dispatcher/officer notes, and the NCIC/CIB information for names and vehicles.

Cooperation of the CAD vendor is vital to a successful interface. ProPhoenix cannot bring over information that the CAD system or CAD vendor will not, or cannot, provide.

### **Interface - NE TraCS to RMS Configuration and Setup**

All the necessary hardware and software required for the TraCS program must be installed by the Customer. When available from the State of Nebraska, Summons/Citations/Crash/Parking and other transferable data entered via the TraCS program will be automatically downloaded from the customer created TraCS Tran Folder on the Customer TraCS Server into Phoenix RMS and a Citation/Crash will be created. - An automatic duplicate name check will be performed. If a match is found with the Last Name, First Name, DOB, Race, and Sex, the existing name will be used. If not, a new name will be created. The interface will comply with State of Nebraska requirements.



## Interface – Nebraska NIBRS Compliance

ProPhoenix must be compliant with Nebraska NIBRS State requirements.

### 3. Project Management

ProPhoenix has developed a project management methodology based on best practices and on Project Management Institute (PMI) recommendations. All new projects are divided into the following six distinctive project phases.

1. Initiation: Establish initial communication with the customer, set up internal systems, on-site analysis and initiation of the planning stage.
2. Planning: Conduct site visit if applicable, finalize project plan, and prepare internal team.
3. Implementation: Install and configure software, conduct system administration training, and execute a sample data conversion (if contracted)
4. User Training: Conduct train the trainer training, assist end user training, and prepare to go live.
5. Go-Live: Go live, conduct post go-live training, and perform data conversion (if contracted).
6. Closing: Conduct final review and project closeout. At completion, transfer project management to technical support staff.

### 4. Enhancements Requested

ProPhoenix will make the following enhancements as requested by Sarpy County:

- 1 Flag colors shall match the color of the "I" bubbles.
- 2 A notary function shall be added to the Arrest and Detention Report
- 3 Add a comments section for the DA Package creation.
- 4 Active Warrants will display in RED, dispositioned warrants will display in BLACK.
- 5 Provide an option to close warrant upon Arrest Entry for the warrant
- 6 Retention schedule or follow up date tied to the statutes
- 6.1 Sarpy County will need to provide more detail on this item.
- 7 Provide the ability to add multiple names to one piece of evidence.
- 8 Provide a drop down for the Warrant Entry Screen via a statute look up table.
- 9 Provide short cut button in crash entry screen to branch to add citation.
- 10 Decode 3D Bar Code from vehicle Registration to parse into tow record.
- 10.1 More research is needed to complete this.

### 5. Travel

#### On-site Travel, Lodging, M&IE

Actual expenses will be billed. An estimate of expenses are included in the contract price and listed in the proposal. This price is a do not exceed price. If additional travel is requested, or required, and expenses will, or may exceed this estimate, all expenses exceeding this estimate will be pre-approved by the Customer prior to any travel arrangements.

Travel expenses will be invoiced at the completion of each occurrence.

### 6. Conversion

#### Data Conversion - Need Analysis

ProPhoenix Project Manager will co-ordinate with the assigned customer's Project Manager to execute the needs analysis. Project life cycle includes:

- Needs analysis meeting
- Initial plan for conversion



- Risk Management and mitigation recommendations
- Determine what data technically be converted and what data is defined in the proposal for conversion

Needs assessment analysis does not include onsite travel and travel expenses.

If applicable, on-site will require travel costs that are the responsibility of the customer and will adhere to section 5 of this document.

### **Populate Geo (Address)**

Customer is responsible for providing the required Geo data based on the ProPhoenix data layout in the GEO spreadsheet or pay for the purchase the address only data from online sources.

Customer will be required to correct addresses, or manually update the latitude/longitude, for any missing entries. Customer is responsible to verify and update GEO data in the spreadsheets before Company inserts the GEO data.

# CONSULTING AGREEMENT

THIS AGREEMENT is made as of \_\_\_\_\_ 2018, between **Sarpy County** \_\_, hereinafter referred to as "Client" and Public Safety Consultants, Inc. hereinafter referred to as "Consultant".

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

1. **Services.** Consultant agrees to perform for client the services as described in the Scope of Services section in Exhibit A attached hereto and as executed by Client and Consultant. Such services are hereinafter referred to as "Services." Client agrees that Consultant shall have ready access to Client's staff and resources as necessary to perform the Consultant's Services provided for by this contract.
2. **Rate of Payment for Services.** Client agrees to pay Consultant for Services in accordance with the specific payment schedule contained in the Exhibits attached hereto and executed by both Client and Consultant. Unless otherwise specified in a specific Exhibit, this contract represents a fixed price contract, under which Consultant will charge, and Client will pay for services. Consulting services provided outside the scope of this contract will be billed at a fee of \$120.00 per hour plus ordinary and necessary expenses for travel, lodging, rental car, meals, materials, and other such items, as approved by Sarpy County.
3. **Invoicing.** Client shall pay the amounts agreed to herein, due upon receipt of invoices which shall be sent by Consultant or his representative. Client shall be billed monthly for services provided in the preceding thirty days. Client shall timely pay the amount of such invoices to Consultant or his specific designee.

**Confidential Information.** Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any nonparty to the Agreement, any confidential information of Such Other Party. Confidential Information is Information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill in computer design and programming. Consultant hereby acknowledges that during the performance of this contract, Consultant may learn or receive confidential Client information and therefore Consultant hereby confirms that all such information relating to the Client's business will be kept confidential by Consultant, except to the extent that such information is required to be divulged to Consultant's clerical or support staff of associates in order to enable Consultant to perform Consultant's contract obligations.

4. **Staff.** Consultant is an independent contractor and neither Consultant nor Consultant's staff is, or shall be deemed to be, employed by Client. Client is hereby contracting with Contractor for the Services described in Exhibit A (Scope of Services) and Consultant reserves the right to determine the method, manner and means by which their Services will be performed. Consultant is not required to perform the Services during fixed hourly or daily time and if the Services are performed at the Client's premises, then Consultant's time spent at the premises is to be at the discretion of Consultant; subject to the Client's normal business hours and security

requirements. Consultant hereby confirms to the Client that the Client will not be required to furnish or provide any training to Consultant to enable Consultant to perform the Services required hereunder. The Services shall be performed by Consultant, or Consultant's staff, and the Client shall not be required to hire, supervise or pay any assistants to help Consultant who performs the Services under this Agreement. Consultant shall not be required to devote Consultant's fulltime nor the fulltime of Consultant's staff to the performance of the Service required hereunder, and it is acknowledged that Consultant has other clients and Consultant offers Services to the general public. The order of sequence in which the work is to be performed shall be under the control of Consultant.

5. **Termination.** Consultant's Services hereunder cannot be terminated or canceled short of completion of the Services agreed upon except for Consultant's failure to perform the contract's specifications as required hereunder and conversely, subject to Client's obligation to make full and timely payment(s) for Consultant's Service as set forth in Exhibit A, Consultant shall be obligated to complete the Services to the extent and as provided in Paragraph \_\_\_\_ hereof. The Client shall not provide any insurance coverage of any kind for Consultant or Consultant's staff, and Client will not withhold any amount that would normally be withheld from any employee's pay.
6. **Use of Work Product.** Except as specifically set forth in writing and signed by both Client and Consultant, Consultant shall have all copyright and patent right with respect to all materials developed under this contract, and Client is hereby granted a nonexclusive license to use and employ such materials within the Client's business.
7. **Client Representative.** The following individual, \_\_\_\_\_, shall represent Client during the performance of this contract with respect to the Services and deliverables as defined herein and has authority to execute written modifications or additions to this contract.
8. **Residency Verification Clause:** Pursuant to Neb. Rev. Stat. § 4-114 et seq., each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
9. **Disputes.**
10. **Savings Clause.** The Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and the Consultant hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and

obligations of the County and the Consultant shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

11. **Hold Harmless.** The Consultant agrees to hold harmless and indemnify the County, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and all expenses incident thereto, for injuries to persons, for civil rights liability, and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement and proximately caused by the negligent or intentional acts or omissions of the Consultant, its officers, employees, assignees, or agents. Any liability on the part of the County is limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act and any other applicable provisions of law. The County does not assume liability for the actions of the Consultant.
12. **Conflict of Interest.** Pursuant to Neb. Rev. Stat. § 23-3113, the Parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

(Seal)

ATTEST:

\_\_\_\_\_  
Debra Houghtaling  
Sarpy County Clerk

\_\_\_\_\_  
Don Kelly, Chairperson  
Sarpy County Board Of Commissioners

Approved as to Form:

Consultant: \_Public Safety Consultants, Inc.\_

\_\_\_\_\_  
Deputy County Attorney

By: Ralph E. Scrimo, DPA

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



## **1 Exhibit A: Scope of Work**

PSCI has provided a task breakdown as to how we will approach the management of this project. It will entail working closely with Sarpy County as well as the contractor selected by Sarpy County. Once Sarpy County has selected a contractor, PSCI will work closely with the contractor and the county to develop a fair and equitable contract that will protect the county and insure the timely implementation of the RMS and Mobile Computing system. Once the contractor is on board, PSCI will oversee and coordinate the following tasks:

1. Bi-weekly Meetings and Reports: It is estimated that PSCI will need to prepare a minimum of twelve reports over the course of the project. These reports will describe the progress of the project. They will include the following:
  - a. Tasks completed to date.
  - b. Upcoming Tasks and who is responsible as well as due dates
  - c. Issues to be resolved, who is responsible as well as due dates
  - d. Key project deliverables and due dates
  - e. Project risks
  - f. Miscellaneous task and or issues to be addressed
2. Onsite or telephone meetings with Contractor as needed
3. Component Level Testing: PSCI will review all component level testing, test plans and test procedures. PSCI will oversee testing and document all level 1, 2, and 3, errors. Level 1 errors are those that halt the system, level 2 critical but processing can continue but the system cannot be accepted until they are fixed, and level 3 that are cosmetic in nature but need to be addressed and a date set for the errors to be fixed.
4. PSCI will oversee the final Acceptance testing and document all issues.
5. PSCI will provide a Final Report and presentation to review with public bodies on behalf of Sarpy County.

The following subsections describe PSCI's approach in greater detail.

### **1.1 Project Management**

Dr. Ioimo will manage and monitor the project by tracking the cost and schedule against the planned activities. Dr. Ioimo will organize the staff and activities and review progress, and with input from the other project team members, develop the monthly status reports. He will delegate the tasks to the staff and coordinate all work performed by PSCI, the County and the Contractor.

As a contributing member on the project, the project manager will also be working on a daily basis on specific project deliverables. Project management duties are collateral to the primary mission.

However, PSCI adheres to the Project Management Institute (PMI)<sup>1</sup> practices and will adhere to the best practices of the Project Management Body of Knowledge (PMBOK) during the execution of his project management responsibilities.

The Project Manager will prepare written status reports with input from the team members. The status report will summarize current activities and accomplishments, plans for the next reporting period, and identify issues and recommended course of action. We will deliver a written report once per month. We will meet bi-weekly with the contractor to discuss the project's progress.

Dr. Ioimo, and selected team members, as appropriate, will review the status of the project with the Sarpy County monthly, or as requested by the County. We will use the written status report as a basis for discussion at the status meetings. The Project Manager will be the primary point of contact for all project activities. The project report will include the following:

- a. Tasks completed to date.
- b. Upcoming Tasks and who is responsible as well as due dates
- c. Issues to be resolved, who is responsible as well as due dates
- d. Key project deliverables and due dates
- e. Project risks
- f. Miscellaneous task and or issues to be addressed

## **1.2 Selection Process**

PSCI will provide Final Contract Negotiation Support, if requested. We will also provide the necessary support with internal political bodies, Board of Commissioners during the Contract award process.

PSCI will work with the selected Contractor to establish a realistic project schedule that is agreed to by all parties. PSCI will use Teamwork Project for project management services to document all tasks, both Contractor's and Sarpy County's and track each task and sub tasks progress.

## **1.3 Onsite meetings required throughout the project**

PSCI will conduct onsite and telephone meetings as required. PSCI anticipates a minimum of one onsite or telephone meeting per month throughout the project.

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<sup>1</sup> For more information on the PMI, see [www.pmi.org](http://www.pmi.org).

#### **1.4 Monthly Status Reports**

PSCI will prepare a monthly status report and present it to the Sarpy County. We will then conduct a meeting to review the project progress and discuss the important contents and issues presented in the report. PSCI will also meet with the selected contractor on a monthly basis to go over the project's progress.

#### **1.5 Meetings with Contractor**

PSCI will meet with the selected contractor at a minimum of once a month and as might be required throughout the life the project. These meetings would be to discuss the project's progress and any issues that might need to be resolved.

#### **1.6 Testing**

PSCI anticipates two levels of testing, component and system level. PSCI intends to review the contractor's test plans and test procedures prior to any testing. Once approved PSCI will oversee the testing and document all system levels 1, 2, and 3 errors. PSCI will go over each error with the contractor and Sarpy County and develop a schedule for the correction and retesting of each error.

Upon the successful completion of the final system level test, PSCI will submit a report to Sarpy County with recommendation for final acceptance.

#### **1.7 Final Report**

Upon final project completion, PSCI shall develop a comprehensive final report. In this report we will summarize the project, highlight the successes, the areas that require improvement and provide future recommendations. PSCI will also make formal presentations as required by the Cities that comprise the Sarpy County system.

## Exhibit B: Pricing

The following is the pricing for the project management consulting services.

Payment Milestone	When Invoiced	Amount
1. Project Initiation	Contract Signing	20% \$10,640.00
2. Software Installation and Testing	Completion of software installation and testing	35% \$18,620.00
3. Training and System Go-Live testing	All training and testing completed, System ready for Go-Live. Level1 and 2 errors fixed	25% \$13,300.00
4. Interface Testing	All interfaces functioning	15% \$ 7,980.00
5. Final Report	Final report to Sarpy County	5% \$ 2,660.00
6. TOTAL PRICE		100% \$53,200.00

PSCI anticipates the need to be onsite during milestones 2, 3, and 4. We estimate each trip to cost approximately \$1,150.00 totaling \$3,450. PSCI only charges for actual travel and per diem expenses and only for the actual number of trips. All other meetings will be conducted through Skype when possible. PSCI anticipates a minimum of bi-monthly meetings to review the project's progress. Any impromptu meetings that might be necessary can also be conducted using Skype.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

132  
9.24.18

COUNCIL MEETING DATE:	9/24/2018	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:

Purchase Two Gators for the Parks Department

SYNOPSIS:

Request permission to purchase two John Deere Gators for the Parks Department

FISCAL IMPACT:

\$23,209.86

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

10-11-7100

W/ CURRENT YEAR BUDGETED EXP (OVERALL)

RECOMMENDATION:

Request permission to purchase two John Deere Gators for the Parks Department from Sourcewell Grounds Maintenance 062117-DAC not to exceed \$23,209.86.

BACKGROUND:

The request is to purchase two John Deere Gators for the Parks Department. The Gators will replace PA428 and PA564 which are both 1997 and 1996 John Deere Gators. They are showing considerable wear and are becoming safety issues. The Fleet Superintendent recommends these two Gators should be replaced.

ATTACHMENTS:

- 1 Memo from Brian Madison
- 2 Quote from John Deere Dealer
- 3 Memo from Todd Jarosz

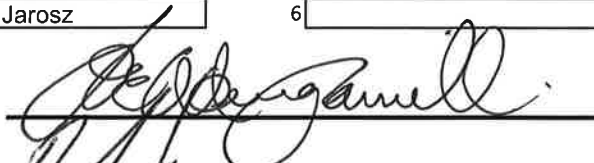

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



## City of Bellevue

Parks Department

8201 S 42 Street • Bellevue, Nebraska 68147 • (402) 293-3122

TO: JEFF ROBERTS, P.E.  
Public Works Director

FROM: BRIAN S. MADISON, MPA, CEP  
Parks Superintendent

SUBJECT: New John Deere Gator Request

DATE: Sept 18, 2018

Below you will see the breakdown of the cost of two John Deere Gators.

Gator 1 John Deere HPX815E (MY18)	Total \$11,604.93
Gator 2 John Deere HPX815E (MY18)	Total \$11,604.93
<hr/>	
	Total \$23,209.86

This memorandum is a request for new John Deere Gator's that are needed to ensure the Parks Department is operational. Pricing was taken from Sourcewell Grounds Maintenance 062117-DAC (PG NB CG 70). If you have any questions you can contact me at 402-682-6618 or by email at [brian.madison@bellevue.net](mailto:brian.madison@bellevue.net). Thank you.

BRIAN S. MADISON, MPA, CEP  
Parks Superintendent



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**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

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**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

AgriVision Equipment Group, LLC  
58668 190th Street  
Pacific Junction, IA 51561  
712-622-8223  
DLPacificJunction@agrivisionequipment.com

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**Quote Summary****Prepared For:**

City Of Bellevue  
1500 Wall St  
Bellevue, NE 68005  
Business: 402-293-3132  
CHADD.ADDISON@BELLEVUE.NET

**Delivering Dealer:**

AgriVision Equipment Group, LLC  
Steven Blum  
58668 190th Street  
Pacific Junction, IA 51561  
Phone: 712-622-8223  
Mobile: 712-520-4466  
steven.blum@agrivisionequipment.com

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**Quote ID:** 18170445**Created On:** 13 September 2018**Last Modified On:** 13 September 2018**Expiration Date:** 30 September 2018

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Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE HPX815E (MY18)	\$ 13,339.00	\$ 11,604.93 X	2 =	\$ 23,209.86
<b>Contract:</b> Sourcewell Grounds Maintenance 062117-DAC (PG NB CG 70)				
<b>Price Effective Date:</b> September 13, 2018				
<b>Equipment Total</b>				<b>\$ 23,209.86</b>

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\* Includes Fees and Non-contract items

**Quote Summary**

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Equipment Total	\$ 23,209.86
Trade In	
SubTotal	<b>\$ 23,209.86</b>
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 23,209.86
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 23,209.86</b>

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**Salesperson :** X \_\_\_\_\_**Accepted By :** X \_\_\_\_\_

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Confidential



JOHN DEERE

## Selling Equipment



Quote Id: 18170445      Customer Name: CITY OF BELLEVUE

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

AgriVision Equipment Group, LLC  
58668 190th Street  
Pacific Junction, IA 51561  
712-622-8223  
DLPacificJunction@agrivisionequipment.com

**JOHN DEERE HPX815E (MY18)**

**Contract:** Sourcewell Grounds Maintenance 062117-DAC  
(PG NB CG 70)

**Suggested List \***

\$ 13,339.00

**Price Effective Date:** September 13, 2018**Selling Price \***

\$ 11,604.93

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57H0M	HPX815E (MY18)	2	\$ 11,799.00	13.00	\$ 1,533.87	\$ 10,265.13	\$ 20,530.26
<b>Standard Options - Per Unit</b>							
001A	US/Canada	2	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	2	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
1011	High-Performance All-Purpose (HPAP) Tires	2	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2005	18 In. Bucket Seat - Yellow	2	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3001	Deluxe Cargo Box - with Paint and reflectors	2	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Cargo Box Power Lift	2	\$ 849.00	13.00	\$ 110.37	\$ 738.63	\$ 1,477.26
4000	OPS with Nets	2	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4030	Black Poly Roof	2	\$ 446.00	13.00	\$ 57.98	\$ 388.02	\$ 776.04
4201	Front Brush Guard	2	\$ 245.00	13.00	\$ 31.85	\$ 213.15	\$ 426.30
<b>Standard Options Total</b>			<b>\$ 1,540.00</b>		<b>\$ 200.20</b>	<b>\$ 1,339.80</b>	<b>\$ 2,679.60</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Suggested Price</b>							<b>\$ 23,209.86</b>
<b>Total Selling Price</b>			<b>\$ 13,339.00</b>		<b>\$ 1,734.07</b>	<b>\$ 11,604.93</b>	<b>\$ 23,209.86</b>





**JOHN DEERE**

**Purchase Order for  
John Deere Equipment (U.S. Only)**

PO# 05811210  
PO Revision# Original

<b>PURCHASER'S NAME - First Signer</b> (First, Middle Initial, Last)			<b>DATE OF ORDER</b>	<b>COMPANY UNIT</b>	<b>DEALER ACCOUNT NO.</b>
CITY OF BELLEVUE			Sep 13, 2018	08	081851
(SECOND LINE OF OWNER NAME)			DEALER ORDER NO.		
STREET OR RR			SOC.SEC.	IRS NO.	EIN.NO.
1500 WALL ST					
TOWN	STATE	ZIP CODE	TRANSACTION TYPE		PURCHASER SALES TAX EXEMPT
BELLEVUE	NE	68005	Cash Sale		
COUNTY	PURCHASER ACCT.	PHONE NO.	SELLER'S NAME & ADDRESS		
Sarpy	55774	402-293-3132	Deere & Company		
E-MAIL ADDRESS			2000 John Deere Run		
CHADD.ADDISON@BELLEVUE.NET			Cary, NC 27513		
Use County			712-622-8223		
SARPY			I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.		

± **NOTICE:** Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLink Global Support group at 1-800-251-9928 or via email at [jdlinksupport@johndeere.com](mailto:jdlinksupport@johndeere.com).

QTY	NEW	DEMO	RENTAL	USED	Equipment & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)
1	x				JOHN DEERE HPX815E (MY18)			\$ 11,604 93
1	x				JOHN DEERE HPX815E (MY18)			\$ 11,604 93
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.						TOTAL CASH PRICE		\$ 23,209 86
QTY	DESCRIPTION OF TRADE-IN					Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT
PURCHASER TYPE						MARKET USE		
COMMENTS:						TOTAL TRADE-IN ALLOWANCE		\$ 0 00
						1. TOTAL CASH-PRICE		\$ 23,209 86
						2. TOTAL TRADE-IN ALLOWANCE		\$ 0 00
						3. TOTAL TRADE-IN PAY-OFF		\$ 0 00
						4. BALANCE		\$ 23,209 86
						8. EST. SERVICE AGREEMENT TAXES		\$ 0 00
						6. SUB-TOTAL		\$ 23,209 86
						7. CASH WITH ORDER		\$ 0 00
						8. RENTAL APPLIED		\$ 0 00
						9. CASH DISCOUNT		\$ 0 00
						10. BALANCE DUE		\$ 23,209 86

**IMPORTANT WARRANTY NOTICE:** The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

**NOTICE:** Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at [www.JohnDeere.com/Agreements](http://www.JohnDeere.com/Agreements). If these terms and conditions are not agreeable do not use the Services.

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

**ACKNOWLEDGEMENTS -** I (We) promise to pay the Balance Due (line 10) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

Purchaser's Signature _____	Accepted By _____
Purchaser's Signature _____	Date _____ Salesperson BLUM, STEVEN

Delivery Acknowledgement	
Delivered On: <input type="text"/>	Signature _____
Warranty Begins: <input type="text"/>	Date _____

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND  
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

**A. GENERAL PROVISIONS** – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

**B. WHAT IS WARRANTED** – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, harvesting, and application Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). Included in 5E Series Tractor and Compact Utility Tractor Powertrain Warranty - Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Heavy Duty Land Leveling applications exceeding 150 hours per year	90 Days
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications less than half of the annual usage	24 Months or 2000 Hours, Whichever Comes First
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications exceeding half of the annual usage	90 Days
Scraper Special Tractors	24 Months or 2000 Hours, Whichever Comes First
5E Series Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on 5E Series Tractors (components as per B above)	60 Months or 2000 Hours, Whichever Comes First
Scrapers	6 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment	12 months
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Premium Balers	24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Large Square Balers	12 Months, No Bale Limitation
a) Powertrain on Large Square Balers	24 Months or 20,000 bales, Whichever Comes First
Hagle Manufacturing Company LLC Sprayers and Detasslers	24 Months or 1000 Hours, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z200 Series and Z425 EZtrak™ Mowers, Z300 Series and Z525E ZTrak™ Mowers, and 100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
2) S200 Series Tractors**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors; Z400 Series EZtrak™ Mowers and Z500M Series ZTrak™ Mowers (Except Z425 and Z525E)**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors; Z600 Series EZtrak™ Mowers and Z500R Series ZTrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential – Personal Use or 90 Days in Any Other Application
7) Wide Area Mowers, Front Mower Traction Units and Mower Decks, QuikTrak™ Mowers, Commercial Walk Behind Mowers	24 Months
8) Z900B, Z900E, and Z900M Series ZTrak™ Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
9) Z997, Z900A Series and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
10) Compact Utility Tractors	24 months or 2000 hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	72 months or 2000 hours, Whichever Comes First
11) GATOR™ Utility Vehicles (except CX)	12 Months or 1000 Hours, Whichever Comes First
12) Implements/Attachments sold separately or used on Equipment listed in 7 through 11	12 Months
13) CX GATOR™ **, All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use or 12 Months in Any Other Application

\*\*Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 12.

**C. (I) ITEMS COVERED SEPARATELY** – (1) Tires, rubber tracks and batteries; (2) John Deere Hand Held-Portable products; (3) John Deere Walk Behind Snowthrowers; (4) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

**(II) WHAT IS NOT WARRANTED** – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

**D. SECURING WARRANTY SERVICE** – To secure warranty service the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an Authorized Dealer within a reasonable time.

**E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION** – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

(Effective November 1, 2017)

F. NO DEALER WARRANTY THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).



**City of Bellevue**  
**Fleet Maintenance Department**  
2012 Betz Road • Bellevue, Nebraska 68005 • (402) 293-3129

## **MEMORANDUM**

**To:** Brian Madison  
Jeff Roberts

**From:** Todd Jarosz

**Subject:** Parks Gator Replacement

**Date:** 09/18/2018

The Parks Department has two Gators that are showing safety concerning wear. The two current unit are PA428 and PA564 John Deere Gators. PA428 is a 1997 model year and PA564 is a 1996 model year. Both units are far past the replacement criteria. Replacing both of these units would be a wise financial decision. It is my recommendation that both of these gators be replaced as soon as the budget allows.

Thank you,

Todd Jarosz  
Fleet Superintendent  
City of Bellevue

9/18/2018

Equipment Cost Detail - New

CITY OF BELLEVUE

Equipment Cost Detail - Curr/YTD/LTD

For Dates:

For Fiscal Year: 10/01/2017 - 09/30/2018

Serv Inc	Fleet	Class	Make	Model	Year	Current Reading	YTD	LTD
PA428	Parks	Park Equipment	J/D	GATOR	1997	2,612.0	12	257
In Service								
			<u>Current Period</u>		<u>Year-To-Date</u>		<u>Life-To-Date</u>	
Usage - Mile(1)			21		21		2612	
DIESEL - Gals			410.1		10.5		410.1	
DIESEL - Mile/Gals			0.05		2.01		6.37	
# Repairs			54		2		54	
Shop Hours			88.0		1.0		88.0	
			<u>Current Period</u>		<u>Year-To-Date</u>		<u>Life-To-Date</u>	
<u>Repair Detail</u>			<u>Cost\$</u>	<u>\$/Mile(1)</u>	<u>Cost\$</u>	<u>\$/Mile(1)</u>	<u>Cost\$</u>	<u>\$/Mile(1)</u>
Parts only			\$2,577.01	\$122.71	\$2,577.01	\$122.71	\$2,577.01	\$0.99
			\$2,577.01	\$122.71	\$2,577.01	\$122.71	\$2,577.01	\$0.99

9/18/2018

## Equipment Cost Detail - New

CITY OF BELLEVUE  
 Equipment Cost Detail - Curr/YTD/LTD  
 For Dates:  
 For Fiscal Year: 10/01/2017 - 09/30/2018

Serv Inc	Fleet	Class	Make	Model	Year	Current Reading	YTD	LTD
PA564 In Service	Parks	Park Equipment	J/D	QATOR	1998	2,663.0	12	287
			<u>Current Period</u>		<u>Year-To-Date</u>		<u>Life-To-Date</u>	
Usage - Mile(1)			12		12		2663	
DIESEL - Gals			338.6		4.8		338.6	
DIESEL - Mile/Gals			0.04		2.54		7.87	
# Repairs			53		1		53	
Shop Hours			88.2		1.5		88.2	
			<u>Current Period</u>		<u>Year-To-Date</u>		<u>Life-To-Date</u>	
<u>Repair Detail</u>			<u>Cost\$</u>	<u>\$/Mile(1)</u>	<u>Cost\$</u>	<u>\$/Mile(1)</u>	<u>Cost\$</u>	<u>\$/Mile(1)</u>
PMA			\$36,727.67	\$3,010.46	\$36,727.67	\$3,010.46	\$36,727.67	\$13.79
			\$36,727.67	\$3,010.46	\$36,727.67	\$3,010.46	\$36,727.67	\$13.79

CFA, Inc.  
09/18/2018  
8:30:32 AM  
Report - E1210  
Equipment#/  
Serv Inc

Page 1

CITY OF BELLEVUE  
Equipment Cost Detail - Curr/YTD/LTD  
June 2018

	Fleet	Class	Cost Ctr	Make	Model	Year	Current Reading	Report Periods	
								YTD	LTD
PA428	PA	PE		J/D	GATOR	1997	2591	9	237
Active									
			<u>Current Period</u>		<u>Year-To-Date</u>		<u>Life-To-Date</u>		
Usage - Hours(1)			0		15		2,212		
RGUNL(1) - Gals			.0		4.8		374.5		
RGUNL(1) - Gals/Hours			.00		.32		.17		
15W40(1) - Hours/Qts			0		0		0		
Road Calls			0		0		1		
# Repairs			0		1		54		
Shop Hours			.0		1.0		89.0		
			<u>Current Period</u>		<u>Year-To-Date</u>		<u>Life-To-Date</u>		
<u>Repair Detail</u>			<u>Cost\$</u>	<u>\$/Hours(1)</u>	<u>Cost\$</u>	<u>\$/Hours(1)</u>	<u>Cost\$</u>	<u>\$/Hours(1)</u>	
Non Maintenance			\$0.00	\$0.00	\$0.00	\$0.00	\$255.14	\$0.12	
PREV. MAINT.			\$0.00	\$0.00	\$79.20	\$5.28	\$2,006.62	\$0.91	
CAB,INSTRUMENTS			\$0.00	\$0.00	\$0.00	\$0.00	\$751.75	\$0.34	
CHASSIS			\$0.00	\$0.00	\$0.00	\$0.00	\$130.00	\$0.06	
DRIVE TRAIN			\$0.00	\$0.00	\$0.00	\$0.00	\$730.53	\$0.33	
ELECTRICAL			\$0.00	\$0.00	\$2.00	\$0.13	\$2,152.35	\$0.97	
ENGINE/MOTOR			\$0.00	\$0.00	\$0.00	\$0.00	\$3,463.89	\$1.57	
ACCESSORIES			\$0.00	\$0.00	\$0.00	\$0.00	\$901.90	\$0.41	
MISC.EQUIPMENT			\$0.00	\$0.00	\$0.00	\$0.00	\$1,081.57	\$0.49	
Repair Total			\$0.00	\$0.00	\$81.20	\$5.41	\$11,473.75	\$5.19	
<u>Total Costs</u>			<u>Cost\$</u>	<u>\$/Hours(1)</u>	<u>Cost\$</u>	<u>\$/Hours(1)</u>	<u>Cost\$</u>	<u>\$/Hours(1)</u>	
RGUNL(1)			\$0.00	\$0.00	\$12.10	\$0.81	\$586.60	\$0.27	
15W40(1)			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Shop Parts			\$0.00	\$0.00	\$16.20	\$1.08	\$6,281.75	\$2.84	
Shop Labor			\$0.00	\$0.00	\$65.00	\$4.33	\$5,192.00	\$2.35	
Outside Repairs			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total			\$0.00	\$0.00	\$93.30	\$6.22	\$12,060.35	\$5.45	

CFA, Inc.  
 09/18/2018  
 8:30:32 AM  
 Report - E1210  
 Equipment#/  
 Serv Inc

CITY OF BELLEVUE  
 Equipment Cost Detail - Curr/YTD/LTD  
 June 2018

	Fleet	Class	Cost Ctr	Make	Model	Year	Current Reading	Report Periods	
								YTD	LTD

PA564	PA	PE		J/D	GATOR	1996	2663	9	245
Active									

	Current Period	Year-To-Date	Life-To-Date
Usage - Hours(1)	0	37	2,487
RGUNL(1) - Gals	.0	4.8	338.6
RGUNL(1) - Gals/Hours	.00	.13	.14
15W40(1) - Hours/Qts	0	0	0
Road Calls	0	0	0
# Repairs	0	0	52
Shop Hours	.0	.0	87.2

Purchase Price(\$): \$ 4,925.00      Salvage Value(\$): \$ 0.00      Book Value(\$): \$ 4,925.00

Repair Detail	Current Period		Year-To-Date		Life-To-Date	
	Cost\$	\$/Hours(1)	Cost\$	\$/Hours(1)	Cost\$	\$/Hours(1)
PREV. MAINT.	\$0.00	\$0.00	\$0.00	\$0.00	\$2,558.91	\$1.03
TIRES	\$0.00	\$0.00	\$0.00	\$0.00	\$270.56	\$0.11
CAB,INSTRUMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$658.85	\$0.26
CHASSIS	\$0.00	\$0.00	\$0.00	\$0.00	\$2,962.50	\$1.19
DRIVE TRAIN	\$0.00	\$0.00	\$0.00	\$0.00	\$1,115.44	\$0.45
ELECTRICAL	\$0.00	\$0.00	\$0.00	\$0.00	\$718.40	\$0.29
ENGINE/MOTOR	\$0.00	\$0.00	\$0.00	\$0.00	\$2,038.86	\$0.82
ACCESSORIES	\$0.00	\$0.00	\$0.00	\$0.00	\$805.30	\$0.32
SPECIAL APPLICS	\$0.00	\$0.00	\$0.00	\$0.00	\$73.60	\$0.03
MISC.EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.04

Repair Total	\$0.00	\$0.00	\$0.00	\$0.00	\$11,302.42	\$4.54
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Total Costs	Cost\$	\$/Hours(1)	Cost\$	\$/Hours(1)	Cost\$	\$/Hours(1)
RGUNL(1)	\$0.00	\$0.00	\$12.02	\$0.32	\$548.42	\$0.22
15W40(1)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Shop Parts	\$0.00	\$0.00	\$0.00	\$0.00	\$6,286.42	\$2.53
Shop Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$5,016.00	\$2.02
Outside Repairs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total	\$0.00	\$0.00	\$12.02	\$0.32	\$11,850.84	\$4.77
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CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13e  
9.24.18

COUNCIL MEETING DATE:	September 24, 2018	AGENDA ITEM TYPE:
SUBMITTED BY:  Rich Severson		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:

PROPERTY/CASUALTY INSURANCE FY18-19

SYNOPSIS:

Proposal to renew all lines Property/Casualty Insurance Coverage with Travelers and Midwest Employers Casualty.

FISCAL IMPACT:

\$412,439 (FAVORABLE TO BUDGET)

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☒ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

10-23-6012 Insurance & Bonds. Budgeted \$586,000 for insurance premiums and bonds. This proposal came in under budget at \$412,439.

PROJECT NAME, CALENDAR AND CODING:

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

RECOMMENDATION:

Recommend approval of this proposal to renew the property/casualty insurance with Travelers and Safety National for FY18-19.

BACKGROUND:

The City's property/casualty insurance expires 9/30/18. Travelers and Safety National offered the best proposal. The City would remain self insured for liability with a \$100,000 SIR (allowing us to continue to use our choice of attorney), and will remain self-insured for workers' compensation with a \$500,000 SIR. See attachment for premium and exposure comparison.

ATTACHMENTS:

- 1 MEMO TO MAYOR AND COUNCIL
- 2 PROPOSED COMPARISON
- 3

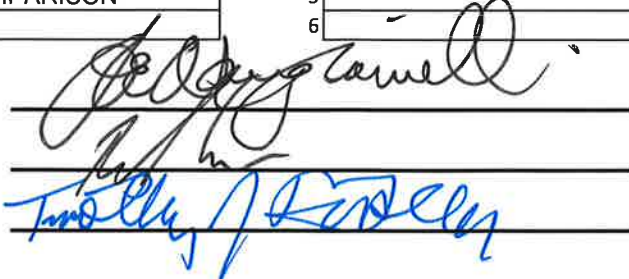
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SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





# CITY OF BELLEVUE

## RISK MANAGEMENT

210 W. Mission Avenue – Bellevue, NE 68005 – (402) 293-3037

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September 24, 2018

To the Mayor and City Council Members:

Attached please find the proposal for coverage and services for the 2018-19 policy year for the City of Bellevue's property/casualty insurance.

On the attached Proposed Comparison of Premium and Exposure form, you will see the comparison of the premium and exposures from last year to now.

The proposal from Travelers offers a -5% rate decrease for the property and liability package and the total for all lines presented a -4% total rate reduction.

We recommend approval of this proposal of \$412,439 total premium package which came in under budget. We budgeted \$586,000 for insurance premiums and bonds for 2018-19.

Respectfully submitted,

Jani Jennings, ARM  
Risk Manager

# City of Bellevue

## Proposed Comparison of Premium and Exposure -- 2017/18 vs. 2018/19



Coverage	Exposure Type	2017/2018		Expiring Rates at Renewal Exposures	2018/2019			Rate to Rate % Inc. / or Decrease	Exposure % Inc. / or Decrease	
		Expiring Exposures/Limits	Premium		Renewal Exposures/Limits	Rate	Premium			
Property	Building incl. cell towers, vacant Bldds. & Bus. Income	\$50,241,051	\$64,556	0.1285	\$64,736	\$50,381,051	0.1276	\$64,262	-1%	0%
	Business Personal Property	Included				Included				
	Fences	Included				Included				
	Deductible	\$10,000				\$10,000				
	Total Insured Values	\$50,241,051				\$50,381,051				
Inland Marine	Radio Tower, Equipment; Boats and Stained Glass	\$2,253,924	\$7,878	0.3495	\$7,389	\$2,113,924	0.3105	\$6,564	-11%	-6%
Crime and Fiduciary	Various	Various	\$10,524		\$10,524	Various		\$11,111	6%	
General Liability	Occurrence Limit	\$1,000,000	\$21,346	0.38	21,509	\$1,000,000	\$0.36	\$20,309	-6%	1%
	General Aggregate	\$2,000,000				\$2,000,000				
	Products/Completed Operations Aggregate	\$2,000,000				\$2,000,000				
	Damage to Premises Rented to You	\$1,000,000				\$1,000,000				
	Medical Payments	Excluded				Excluded				
	Expenditures	\$5,863,920				\$6,290,743				
Law Enforcement	All Groups	105	\$51,445	489.95	49,485	101	484.41	\$48,925	-1%	-4%
Public Entity	Expenditures	\$5,863,920	\$7,979	0.14	8,040	\$6,290,743	0.14	\$7,695	-4%	1%
Employment Practice-Public Officials	Per Employee	570	\$21,556	37.82	20,346	538	37.70	\$20,281	0%	-6%
Automobile	Each Accident	\$1,000,000	\$111,237	\$404	111,237	\$1,000,000	\$389	\$106,881	-4%	0%
	Medical Payments	\$10,000				\$10,000				
	UM/UIM	\$50,000				\$50,000				
	Number of Units	275				275				
Excess Workers Comp	Total Payroll	\$19,360,893	\$87,898	0.4540	\$88,735	\$19,545,183	0.4247	\$83,008	-6%	1%
Umbrella	Each Claim	\$10,000,000	\$40,203		40,203	\$10,000,000		\$36,337	-10%	
	Each Aggregate	\$10,000,000				\$10,000,000				
Cyber	Each Claim/Agg	\$1,000,000	\$5,811		5,811	\$1,000,000		\$7,066	22%	
Travelers Only Sub-Total			\$322,945		\$322,945			\$311,254	-5%	
All Lines Sub- Total			\$430,433		\$428,014			\$412,439	-4%	

Crime and Fiduciary are separate policies. Premium shown above is combined.

MWECC XS WC Option - \$83,008; Two year option \$166,016 - Elected

MWECC Surety Bond - will go into effect 10-1-18; annual premium same as current bond



## City of Bellevue

Office of the Mayor

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

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

**Subject: Mayor's Report**

**September 2018**

**Station visits with Chief Guido**

**Offutt Advisory Council tour/briefing of 170<sup>th</sup> Group and their huge contribution to the wing and our nations defense. The Air National Guard provides support worldwide daily.**

**Attend Metro Wide Attendance Awareness Month**

**Attend Sarpy Wastewater Agency meeting**

**Attend OAC Statesmen Forum**

**Attend Governor's U.S. Japan Association Conference**

**Attend United Cities meeting**

**Attend City Leadership Team meeting**

**Attend 25<sup>th</sup> Street Corridor meeting P-3**

**Attend Years of Service recognition for City employees**

**Photo Op with Knight of Columbus (St. Mary's & St. Matthew's) Tootsie Roll drive kickoff**

**Attend STRATCOM Ball**

**Attend General Hyten's Golf Tournament and Dinner**

**Attend UNMC Chancellor Gold's update**

**Attend MAPA Legislative update**

**Attend Bellevue University 208th Anniversary of the Independent of Mexico**

**Attend Mil-Tag Council meeting/Senator Fischer**

**Attend Fontenelle Forest Bald Eagle Release**

**Attend the Air Force Ball**

**Attend and volunteer for Nebraska Female Veteran's Flight**



## City of Bellevue

Office of the City Administrator

September 20, 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/representatives of United Cities of Sarpy County
- \*Attended Sarpy County and Cities Wastewater Agency administrators meeting
- \*Attended Loudermill hearing w/Chief Elbert
- \*Directed tour of Bellevue area for Leadership Sarpy group
- \*Met w/25<sup>th</sup> Street redevelopment team for Offutt and Bellevue cooperative efforts
- \*Briefed mayoral and city council candidates on the reinstatement of Chief Elbert
- \*Met in review of upcoming Planning Commission meeting
- \*Attended city employee service recognition event
- \*Attended Vietnam Memorial dedication ceremony at Omaha Veteran's Cemetery
- \*Met w/UNO MPA students to discuss work in the public administration field
- \*Met w/Director Fontenelle Forest regarding potential walkway
- \*Met w/Stakeholders on Bellevue Bridge assessment
- \*Met w/Steering Committee on Bellevue Library feasibility assessment
- \*Met w/Bellevue Police Command Staff Association representative regarding contract amendments
- \*Attended POW/MIA Remembrance luncheon
- \*Attended League of Nebraska Municipalities annual conference

# Items discussed included a legislative update on summer informational hearings, small cell and dark fiber agreement drafting, Omaha fireworks ordinance and appointment endorsement of a Sarpy Sheriff deputy to Nebraska Police Standards Advisory Council

Printed on old letterhead to use up stock



## Administrative Services Department Activity through September 5-18 2018

### Administrative Services Director

- FMLA case management (4)
- Police Command & BPOA contract reviews (continued)
- New Hire Orientation meetings (2)
- Prep and assist with years of service employee recognition coffee
- Prepare biweekly activity report
- Ultipro Recruiting and Onboarding module weekly implementation call
- Communication with NDOT on problematic new bus specifications
- Review and prep ADA 5310 funding criteria from NDOT
- Updating ADA Transition Plan and website content (continued)
- Review and update Key Position profiles for the Succession Plan. (continued)
- Vacation – 9/6 – 9/12

### Human Resources Manager

- Employee Matters Under Review (2)
- BPOA proposal review
- UltiPro Recruiting and Onboarding Module Implementation
- UltiPro Self-Service setup and testing
- Business Intelligence report writing training
- Payroll processing SOP creation/training
- Custom reports creation
- FMLA new case management (2)
- UltiPro ACA Services Setup and implementation/audit and backfill data
- Payroll processing 09/07 payroll

### HR Coordinator and Personnel Technician:

- **Record Management:**
- Prep,  
Input and Record Payroll Changes for processing for September 7<sup>th</sup> and September 21st payroll..
- Processed Address Changes – 5                      Name Change - 0
- Travel & Training Requests Processed 5                      Narratives Received - 5

- 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 – 9      Verifications of Employment – 5
- Performed Random Drug And Alcohol Testing on CDL Required Drivers
- **Applicants/Recruitment:** Regret letters for PT Library Clerk
- 
- **Benefit Orientation/Employee Exits/Resignations:**
  - 0 - Full Time Exit
  - 4 – Full Time Benefit Orientation
  - 1 - Promotion
  - 0 – Return from Leave
  - 0 – Transfer
  - 0 –Leave of Absence
  - 2 – Resignations/Terminations
- 
- **Benefit Administration:**
  - COBRA Notices – 1
  - Retirement Enrollment/Rollovers - 7      Retirement Payout/Withdrawal - 1
  - Processed 457 Transfers/Enrollments/Changes - 3      TASC Resign - 0
  - Beneficiary Changes - 1      QDRO - 0
  - Processed New or changes to Principal Loan – 1
  - Audited and sent to Finance for payment Life and LTD and Supplemental life.
  - Audited and sent to Finance for payment EBS, Met Life and AFLAC
  - Reconcile Retiree Payments and notified the retirees of payment amounts due.
  - Review Variances on Benefits for Finance
  - 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 - 0
  - Background Checks - 0
  - Medical Testing for New Employees - 0
  - 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
  - Input into new system (ulti) new employees - 5

- **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.
- Auditing benefit deductions for new payroll software
- 
- **Training:** Continued training on new Ulti-Pro Software and attended webcast on FMLA Qualifying Reasons on 9/6/18
- 
- **Civilian Retirement Committee:** Coordinated 1 on 1 appointments for all employees signed up the week of September 24<sup>th</sup>.

#### **Payroll Specialist**

- Calculating all FLSA pay for the Fire Dept.
- Checking all anniversary dates and making sure all are below 160 vacation hours.
- Getting ready to payout excess comp time for CEA. All have to be at 60 hours.
- Getting ready to apply Admin Leave cap for Directors, Supervisors and all who fall under Unclassified. Only can earn 80 but have to at 20 by October 1.
- Pension uploads for Police, Fire and Civilian employees.

## **HUMAN SERVICE PROGRAM SPECIALIST 2 WEEK REPORT September 3<sup>rd</sup>-18<sup>th</sup>**

### **FINANCIAL ASSISTANCE**

OPPD 4

Rent 2

MUD 4

BH 0

CR 2

**TOTAL= 12**

**TOTAL NO SHOWS= 4**

### **FOOD PANTRY**

**TOTAL= 0**

### **MEETINGS**

BMA...9/6, 9/13

CR...9/10, 9/17

United Way...9/4



HAP...9/7  
Region 20...9/10

### **Specialized Transportation Service**

- Passenger boardings – 375
- Miles traveled – 2,605
- New clients registered - 5



**City of Bellevue**  
**Office of the City Clerk**

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

September 18, 2018

From: Sabrina Ohnmacht, City Clerk

RE: Information for Administration Report

A Board of Equalization meeting is being planned for 5:30 p.m. on October 8, 2018.

Day to day tasks, as usual.

Susan is on vacation through the 21<sup>st</sup>.

I will be out of the office Thursday, the 27<sup>th</sup>, and Friday, the 28<sup>th</sup>, in order to move into my house.



## CITY OF BELLEVUE FINANCE DEPARTMENT

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

### Bellevue Finance Department Status Report September 24, 2018

#### **ACCOUNTING AND FINANCE**

- Submitted Adopted Budget to State and County.
- Preparing workpapers and confirming balances for annual audit
- Treasury management; Deposit confirmations, Researched undocumented cash receipts
- Issued payments for approved expenses
- Payroll downloads / imported into Abila
- Reclass/Transfer expenses between departments
- Retrieved document for and answered YTD financial questions for departments
- Authorized CDBG reimbursement request
- Researched bills on minute record
- Booked various cash receipts
- Preparing quarterly forecast file
- Worked on capital expenditures file
- Processed credit card transactions and reconciled statements
- Verified and booked receipts from PayPort System and Haworth Camping System
- Prepared Rescue Fee Report
- Prepared year-end Lease entries
- Monthly tax reports

#### **CDBG:**

- Continued work on environmental review record for 2018 projects and distributed necessary consultation documents.
- Reviewed invoices submitted for payment and updated IDIS Balance ledger balances and PO numbers.
- Completed CDBG Timeliness Workout Plan and distributed for in-house review.
- Continued semi-annual project review and prepare notices for subrecipients.
- Began preparing minor amendment to the 2017 Action Plan to reallocated fund balance from a closed project to another prior approved project.

#### **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

**RISK MANAGEMENT continued:**

- Continued providing underwriters information for prop/cas insurance renewals
- Continued preparation for two employee educational sessions for Wellness program
- Conferred with legal on various liability claims
- Orientation to one new employee

**Safety Inspector:**

- Secured PPE for employees
- Inspected south shop for numerous water leaks (roof needs sealing)
- Followed up on mold and water intrusion complain in street/fabrication shop (70 yr old tin bldg.)
- Followed up on missing fire extinguishers
- Set up Wellness Program exercise room (Flex Room)
- Random safety checks on Parks throughout the City
- Conducted all duties associated with surplus equipment auction
- Inspected splash pads for any safety concerns
- Followed up on mold and water intrusion complaint in 80-year-old street and fabrication shop
- Random safety checks on Parks throughout the City
- Worked with Parks to get all fire extinguishers inspected and up to date/certified
- Organized and set up wellness area in upstairs storage area (flex room)
- Total Gov Deals sales to date: \$286,943.15

Respectfully submitted,

Rich Severson  
Finance Director, City of Bellevue



## City of Bellevue

Fire Department

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

### Bellevue Fire Department Council Report

Report Date 9/19/2018

**A. General Items:**

- QA/QI
- Shift bids "redo"-round 1 should be complete Wednesday
- C Shift trauma run reviews tomorrow
- Children's hospital training @ training site Thursday
- Scheduling observation time for EMS Captains @ 911 center for next week.
- SAFER grant audit Tuesday the 18<sup>th</sup>

**B. Training:**

- Multi company Fire Training
- Helicopter landing zone operations

**C. Inspections:**

- Fire alarm plan review La Petite Day Care.
- Above ground fire sprinkler pipe test Peter Sarpy School.
- Inspection Noah's Ark Day Care.

**D. Calls: September 5<sup>th</sup> through September 18th**

Fire – 43

Rescue - 162



## City of Bellevue

### Fire Department

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

#### E. Ambulance Billing

No mid-month report

#### F. Manpower Report Staffing

##### Staffing Report from 9/2/2018 through 9/9/2018

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

##### Staffing Report from 9/10/2018 through 9/16/2018

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



## City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

# Memo

**To:** Joe Mangiamelli, City Administrator

**From:** Julie Dinville, Library Director

**Date:** 9/11/2018

- The library now has a variety of cake pans available for check out to the community. The pans come in a variety of designs and check out for three weeks and must be returned clean and in good condition. The pans were a donation to the library. The Adult Services and Technical Services departments have collaborated on readying this special collection for the public. The collection was used right away by a kindergarten teacher who wanted to make a gingerbread man for her students on the first day of class.
- The library welcomes two new part-time library clerks: Kay Stoltenberg and Jennifer Goss. Both began work on Tuesday, Sept. 4. Stoltenberg will be working in the Circulation department, and Goss will be working in the Technical Services department. Part-time library clerk Lisa Dame will move laterally to a position shared by Adult Services and Technical Services. Both of the new hires are currently undergoing training, and both positions were regular, budgeted positions on the staff.
- Library Director Julie Dinville gave a presentation to the Kiwanis Club on Thursday morning, Sept. 6, at the Bellevue Volunteer Firefighters Hall regarding the progress of the site feasibility project currently underway. Dinville discussed some of the community's responses from the community forum and focus groups held in early August, including types of services and spaces the community would like to see the library offer.
- In its first full week of fall programming beginning Sept. 4, the Children's Department introduced four new programs: All Hands on Deck, Bookworms Book Club for children in grades K-3, Coloring with Cops (an opportunity for children to join one or more members of the Bellevue Police Department in the Children's area for a calming hour of coloring. This was featured by Fox 42 News), and Puppet Playhouse. They will also offer Family Puzzle Time each Monday instead of once per month.
- The Library Steering Committee working on the site feasibility project met on Thursday, Sept. 6. The focus of the meeting was to review space types and quantities, review the current program footprint size, to discuss single vs. multi-level approaches, and to visualize the current program.





## 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:** 9/18/2018

- Children's Librarian Michelle Bullock and Assistant Children's Librarian Alice Boeckman attended the annual Youth Services Retreat held Sept. 6 and 7 at Camp Carol Joy Holling near Ashland. Among the topics discussed were: virtual programs; great books for teens and tweens; mental illness and youth service; escape rooms; developmentally appropriate practices in early childhood programming; tips on graphic novel collection and programming; and the application process for a Youth Services Grant. The retreat was sponsored by the Southeast Nebraska Library System.
- Monthly staff meetings were held on Thursday, Sept. 13. During the meetings, Children's Department staff reviewed the new beginning readers program, 1000 Books Before Kindergarten, and staff procedures for its implementation. Also discussed were, the fall fundraiser, methods for confirming patron addresses, and an updated fee list as part of the master fee schedule with the changes to take effect Oct. 1 with the new fiscal year.
- Library Director Julie Dinville and Assistant Director Sandra Astleford had a second web/teleconference with a SirsiDynix consultant regarding the setup of the new public catalog interface module on Sept. 13. The SirsiDynix consultant will continue to make revisions and prepare a model for review prior to its going live in October.
- The Bellevue Public Library is partnering with One World Community Health Centers to offer free health screenings and basic health information on four dates this fall: Sept. 4, Oct. 2, Nov. 6 and Dec. 4. One World staffers will be at the library on the first Tuesday of the month from 11 a.m. to 1 p.m. The following screenings and education will be provided: pre-diabetes, blood pressure, obesity, and nutrition. All sessions are free to the public and are being coordinated by the Adult Services Department at the library.
- The Adult Services Department hosted a Native American Art: Medicine Wheel program on Thursday, Sept. 13. Participants were invited to learn about the symbolism of the medicine wheel and to create their own.





## City of Bellevue

Office of the Planning Department

**To:** Mayor Sanders, City Council, and City Administrator Mangiamelli  
**From:** Chris Shewchuk, Planning Director *CMS*  
**Date:** September 19, 2018  
**Subject:** Department comments for Administration Report

The September meeting of the Planning Commission will be held on September 20<sup>th</sup>—one week earlier than normally scheduled due to a conflict with the Chamber of Commerce annual dinner. Items on the agenda include two change of zone applications and a continued hearing regarding digital signs.

I met with the City Administrator from Ralston to discuss a number of procedural items with respect to building and code enforcement.

Tammi and I attended a training session conducted by the Nebraska Planning and Zoning Association. Five members of the Planning Commission and Board of Adjustment also attended.

I attended a meeting of the Smart Cities Lab Advisory Group.

Staff met with the owner of a storage facility on Chandler Road regarding a possible expansion.

I participated in a meeting with Fontenelle Forest regarding construction of sidewalks on Bellevue Boulevard in the vicinity of the forest.

I attended the South Sarpy Watershed Partnership meeting at the NRD

I attended the Transportation Technical Advisory Committee meeting at MAPA.

Tammi attended a meeting of the Bellevue Chamber Economic Development Committee.

I participated in a meeting with the proposed developer of the City's Olde Towne property to discuss the process for various approvals.

I met with Lynn Hinderaker of WOWBIZ! To discuss development ideas for various parts of the City.

I participated in a conference call with Omaha officials regarding the PACE program.

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## INTEROFFICE MEMORANDUM

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**TO:** JOE MANGIAMELLI  
**FROM:** ACTING CHIEF STUKENHOLTZ  
**SUBJECT:** DIRECTORS BRIEF  
**DATE:** 9/19/2018

Continuing work on an interlocal cooperation agreement for ProPhoenix, an integrated public safety software system.

Attended FBINA Fall training session.

Attended a demonstration by BMW on Police Motorcycles.

Bellevue Police Citizen Academy began September 13<sup>th</sup> with 20 participants.

### **Code Enforcement Stats:**

<b>September 10, 2018</b>	<b>September 17, 2018</b>
Calls – 197	311
Notices:	
Zoning – 1	12
Nuisance – 20	92
Clean Ups – 14	0
Tree Removal – 0	0
Certified Notices – 18	13
Officer Initiated – 3	34
Towed Vehicles – 1	0
Red Tags – 4	12



## Public Works Director's Report September 24, 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**

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- Comprehensive review of all budgeting, invoicing and revenue reporting and processes (all departments)
- Develop/prioritize conditions assessment for replacement plan (WW)
- Meetings
  - Director meetings 09.12.18, 09.26.18
  - Superintendent meetings 09.24.18, 09.16.18
  - MAPA TTAC 09.20.18

### **Engineering: Dean Dunn**

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- American Heroes Park Phase 6 – Bid
- Various design projects
- Planning and P&I plan review as needed
- SWPPP monitoring for NDEQ compliance as needed
- Meetings
  - FHWA monthly meeting TBD
  - UCC monthly meeting 09.12.18

### **Parks: Brian Madison**

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

### **Recreation: Jim Shada**

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Listed below the total number of Registrations we have taken to date, runs through September 29<sup>th</sup>.

- Youth Flag Football
- Youth Soccer
- Total Registration to Date - 70



## City of Bellevue

### Public Works Department

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

#### **Street Maintenance: Bobby Riggs**

- Various ditch repairs and cleanout
- Grade, rock roads and alleys
- Summer Duties

#### **Waste Water: Epiphany Ramos**

- Jetting as weather allows
- Repairing lines found during jetting and TV scheduled inspections as needed
- Lift station inspections on Monday and Thursday
- Update GIS mapping
- Walk all inaccessible lines and inspect all manholes, ongoing
- Working on administrative procedures and expectations.

#### **Fleet Maintenance: Todd Jarosz**

BIWEEKLY REPAIRS BY DEPARTMENT		
Report Date: January 08, 2018		
Department	No. of Repairs	No. of Hours
Administration		
Finance		
Human Services	3	18
Public Works		
Parks	8	8
Recreation		
Cemetery		
Streets	10	16
Fleet Maintenance		
Permits & Inspections		
Police	6	10
Fire	8	43
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 10.08.18**

