

## Bellevue City Council Meeting

Monday, December 10, 2018 6:30 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. CALL TO ORDER AND ROLL CALL
2. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
3. 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 Claims
    2. \*Approval of a Temporary Construction Easement between the City of Bellevue and Sherwood Properties, LLC, located in Outlot A, Falcon Glen (Public Works Director/Manager of Engineering Services)
    3. \*Approval of a Permanent Sanitary Sewer Easement between the City of Bellevue and Sherwood Properties, LLC, located in Outlot A, Falcon Glen (Public Works Director/Manager of Engineering Services)
    4. Approving the Request for Release of Funds for CDBG 2018 Projects and Authorizing submittal to HUD (Finance Director/CDBG Program Administrator)
    5. \*Resolution No. 2018-35: Authorizing Mayor Hike and Treasurer Severson as banking signatories (Finance Director/Treasurer)
4. ORGANIZATIONAL MATTERS:
  - a. Election of the City Council President for 2019 (Motion is needed to vote by secret ballot)
  - b. Approving the Mayoral Appointment of James L. Ristow as City Administrator
    1. Approval of the Employment Agreement for James Ristow
5. SPECIAL PRESENTATIONS: None
6. LIQUOR LICENSES: None
7. ORDINANCES FOR ADOPTION (3rd reading):
  - a. Ordinance No. 3916: Rezoning Tax Lot 1, except right-of-way, Section 7, T13N, R13E, of the 6th P.M., Sarpy County, from AG to BN for the purpose of a Business Office Applicant: Matt Ricchini Location: 4803 Capehart Road (Planning Director) Held over from the November 13, 2018, meeting
    1. Approval of the Development Agreement
  - b. Ordinance No. 3919: Rezoning Lots 1 and 3, College Plaza Addition Replat I, and Lot 5, College Plaza Addition, from BN-PCO and BNH-PCO to BG-PCO for the purpose of Commercial Development Applicant: Charv's Contracting General Location: 1020 Lincoln Road (Planning Director)
8. ORDINANCES FOR PUBLIC HEARING (2nd reading):
  - a. Ordinance No. 3921: Amending Article VII of Chapter 28 of the Bellevue Municipal Code regarding the City of Bellevue Complete Streets Policy (Planning Director)

b. Ordinance No. 3922: Rezoning Lot 1, Milt's Addition, from RS-72 to BGH for the purpose of a Self-Storage Facility Applicant: 2715 LLC  
General Location: West Chandler Road and Cedar Island Road (Planning Director)

1. Small Subdivision Plat for Lot 1, Milt's Addition

2. Conditional Use Permit for Lot 1, Milt's Addition for the purpose of a Self-Storage Facility

c. Ordinance No. 3923: Amending Article 7, Sign Regulations, of the Bellevue Zoning Ordinance regarding Digital Signs Applicant: City of Bellevue (Planning Director)

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

10. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: None

11. RESOLUTIONS: None

12. CURRENT BUSINESS:

a. Approving the renewal of the Consulting Services Agreement between Lockton and the City of Bellevue for the Employee Wellness Program in the amount of \$19,800 (Finance Director)

b. Approving the Purchase of a Station Alerting System in the amount of \$248,495.30 from RACOM Critical Communications (Fire Chief)

c. Approval to reduce remaining allocation of expiring 2016 CDBG Subrecipient Agreements with Project Houseworks and Buckley Construction (Finance Director/CDBG Program Administrator)

d. Approval to purchase 13 Ford Police Utility Hybrid Vehicles, 2020 model year, off the State bid from Anderson Ford Lincoln Mercury Mazda in Lincoln, in the amount of \$446,823 (Police Chief)

e. Approval of the low, responsive responsible bidder for the East Lift Station and Force Main Project from Neuvirth Construction, Inc., in an amount not to exceed \$1,617,392.90 and Authorize the Mayor to sign the Contract (Public Works Director)

13. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports

14. PUBLIC REQUESTS TO BE HEARD:

15. CLOSED SESSION:

a. Federal Litigation Update -- In addition to the Mayor & City Council, the following are asked to participate: City Attorney Patrick Sullivan, Timothy Buckley, Molly Miller, Travis Jacott, Jani Jennings, Police Chief Mark Elbert, Capt. Dave Stukenholtz, and Capt. Tim Melvin

16. ADJOURNMENT

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16. ADJOURNMENT

# MINUTE RECORD

## CLAIMS FOR DECEMBER 10, 2018

PAGE 1

### CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	26.47
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	1,898.91
INDOFF	OFFICE SUPPLIES	20.76
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	62.26
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	24.48
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	51.35
		<hr/>
		\$ 2,084.23

### CITY COUNCIL

GREATER BELLEVUE AREA CHAMBER OF COMMERCE	LEADERSHIP BELLEVUE GRADUATION- P SHANNON	25.00
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	114.55
		<hr/>
		\$ 139.55

### LEGAL

MARK A KLINKER	RETAINER-OCT, NOV 2018	1,000.00
		<hr/>
		\$ 1,000.00

### CABLE ADVISORY

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	3,857.20
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	62.26
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	20.59
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	29.92
		<hr/>
		\$ 3,969.97

### CITY CLERK

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	2,681.91
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	62.26
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	18.00
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	25.80
		<hr/>
		\$ 2,787.97

### FINANCE/RISK MANAGEMENT/SAFETY

AMAZON.COM, LLC	OFFICE SUPPLIES	236.83
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	61.32
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	6,962.91
INDOFF	OFFICE SUPPLIES	740.47
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	217.91
NEOFUNDS BY NEOPOST	REFILL POSTAGE-1500 WALL ST	1,000.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	73.69
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	120.24
		<hr/>
		\$ 9,413.37

### LIBRARY

AMAZON.COM, LLC	BOOKS	347.57
CENGAGE LEARNING, INC	BOOKS	1,090.80
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-11-23	107.39
DEX MEDIA EAST LLC	ADVERTISING CHARGE	468.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	8,288.17

# MINUTE RECORD

## CLAIMS FOR DECEMBER 10, 2018

PAGE 2

### LIBRARY (cont'd)

FARONICS	WINSELECT RENEW MAINTENANCE	525.00
INGRAM LIBRARY SERVICES	BOOKS	2,595.18
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	251.53
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	249.04
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	70.56
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	92.56
TEAMSOFTWARE SOLUTIONS	PUBLIC WEB BROWSER ANNUAL	125.00
THE CLARK ENERSEN PARTNERS, INC	LIBRARY STUDY	28,489.40
WALMART COMMUNITY	SUPPLIES	38.50
		<hr/>
		\$ 42,738.70

### ADMINISTRATIVE SERVICES

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	10,589.73
MAX I WALKER	UNIFORM PURCHASES	511.42
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	280.17
NBDC	ALIGNMENT STUDY	600.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	85.39
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	119.75
		<hr/>
		\$ 12,186.46

### PUBLIC WORKS

AMAZON.COM, LLC	PHONE CASES	62.97
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	6,148.52
JEFF ROBERTS	RENEW LICENSE	80.00
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	155.65
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-11-14	169.29
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	59.90
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	97.91
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		\$ 6,774.24

### PARKS

AMAZON.COM, LLC	FENCE PULLER, PHONE CASES	194.29
A-RELIEF SERVICES	PORTABLE RESTROOM-CITY PARKS	433.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-11-23	363.42
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	12,380.42
FARM PLAN	2 GATORS	23,209.86
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	199.06
GRAINGER	BAY FIXTURE	216.40
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	342.43
PRECISE MRM LLC	POOLED DATA PLAN	73.08
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	102.10
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	134.98
TAB CONSTRUCTION	AMERICAN HEROES PARK	769.50
TERRY HUGHES TREE SERVICE	TREES FOR CEMETERY	2,675.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	BAR OIL	70.95
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		\$ 41,177.91

# MINUTE RECORD

## CLAIMS FOR DECEMBER 10, 2018

PAGE 3

### RECREATION

BPS/LIED CENTER	PARTNERSHIP ENTRY FEE-MEN'S BASKETBALL LEAGUE	640.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-11-23	88.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	2,109.96
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	62.26
MIDWEST IMPRESSIONS	T-SHIRTS LEAGUE BASKETBALL	451.50
NEBRASKA HOME APPLIANCE	REPAIR STOVE BURNER	139.10
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	21.60
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	31.34
US TENNIS ASSOCIATION	RENEW MEMBERSHIP-2019	35.00
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		\$ 3,579.15

### BUILDING MAINTENANCE

AMAZON.COM, LLC	PHONE CASES	16.99
ANDERSON ELECTRIC SALES & SERVICE	WATER FOUNTAIN FILTERS	180.00
AQUA-CHEM	CPO CLASS-R CHANDLER	150.00
ATLAS COPCO COMPRESSORS, LLC	AIR COMPRESSOR INSPECTION	856.52
BIG RED LOCKSMITHS	KEYS	12.00
BIL-DEN GLASS	HANDICAP BUTTON REPAIR	290.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	8,083.14
FIRE PROTECTION SERVICES, LLC	FIRE EXTINGUISHER	71.00
HILLYARD	JANITORIAL SUPPLIES	711.90
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	337.35
MENARDS	PAPER TOWEL HOLDER	786.76
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	217.91
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-11-27	135.64
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	56.16
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	70.12
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING	270.00
STANDARD HEATING & A/C	HEATER MAINTENANCE-GOLDEN ROD	135.46
SUPPLYWORKS	JANITORIAL SUPPLIES	1,713.10
TRICO MECHANICAL SERVICES	AC MAINTENANCE-FLEET	354.59
WESTLAKE ACE HARDWARE	SNOWBRUSH, PAINT SUPPLIES, TUBE SAND, KEYS	108.12
		<hr/>
		\$ 14,556.76

### CEMETERY

COLDSPRING GRANITE COMPANY	NEW NICHE DOOR	623.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-11-23	83.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	1,506.62
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	62.26
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	16.13
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	22.53
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		\$ 2,313.93

### STREETS

AMAZON.COM, LLC	LAMP BSE	9.99
ASPHALT & CONCRETE MATERIALS	ASPHALT	82.16
CENTRAL SALT	ICE CONTROL SALT	42,649.53
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-11-23	274.17

# MINUTE RECORD

## CLAIMS FOR DECEMBER 10, 2018

PAGE 4

### STREETS (cont'd)

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	37,108.89
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	92.85
MAX I WALKER	UNIFORM PURCHASES	1,120.67
MENARDS	DRILL BIT	13.98
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	871.64
METRO LEASING	METRO LEASING - 8695	20,274.31
METRO LEASING	METRO LEASING - 8725	3,804.06
METROPOLITAN UTILITIES DIST	HYDRANT ASSEMBLY RENTAL	175.05
NEBRASKA SALT & GRAIN CO	ICE CONTROL SALT	31,978.81
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-11-14	11,446.78
PRECISE MRM LLC	POOLED DATA PLAN	402.34
READY MIXED CONCRETE COMPANY	CONCRETE	3,195.26
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	320.97
VULCAN ALUMINUM	EXT BLADES	3,948.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	PADLOCK	12.99
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		\$ 158,037.79

### FLEET MAINTENANCE

911 CUSTOM, LLC	ADAPTER PLATE, SIREN	739.59
ACTION BATTERIES UNLIMITED	BATTERIES	8.85
ARROW TOWING	FLATBED TOW CHARGE	175.00
AUTO VALUE PARTS - SOUTH OMAHA	PARTS, MOTOR RELAY KIT	139.04
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	929.31
AUTOZONE, INC	FAN MOUNT	5.59
BAXTER CHRYSLER DODGE JEEP	SENSOR	23.77
BAXTER FORD	LAMP ASSEMBLY, GASKETS, FILTERS	238.22
BELLEVUE TIRE & AUTO SERVICE	WINTER TIRES	2,044.40
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	25.37
CONNECTED AUTOMOTIVE SYSTEM	TEXA NAVIGATOR INTERFACE KIT	4,434.00
CORNHUSKER INTERNATIONAL TRUCKS	THERMOSTAT, CARTRIDGE	666.20
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-11-23	107.39
CUMMINS SALES AND SERVICE	WIRE HARNESS	165.76
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	19,510.81
FACTORY MOTOR PARTS CO	THERMOSTAT	29.32
FARM PLAN	GASKET, SUPPORT	43.05
FORCE AMERICA, INC	RUBBER GASKETS	293.95
INDOFF	OFFICE SUPPLIES	76.06
INLAND TRUCK PARTS CO	MOUNTING GASKETS	41.25
INTERSTATE BATTERIES	BATTERIES	713.26
J & J SMALL ENGINE SERVICE	BLADE	10.29
JIM HAWK TRUCK TRAILERS	LED STROBES, SWIVEL HOSE, SHOE KIT,	1,102.48
JONES AUTOMOTIVE	LED FLASHER AMBER	290.58
KRIHA FLUID POWER CO	FITTINGS	1,077.26
LAURSEN ASPHALT REPAIR EQUIPMENT	FREIGHT ONLY FOR PARTS	15.71
SALES LLC		
LOGAN CONTRACTORS SUPPLY	FILLER ASSEMBLY CAP, DRUM	1,996.43
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	435.82

# MINUTE RECORD

## CLAIMS FOR DECEMBER 10, 2018

PAGE 5

### FLEET MAINTENANCE (cont'd)

NAPA AUTO PARTS	WINDSHIELD WASHER, FILTERS, HOSES, PARTS	919.72
NEBRASKA IOWA INDUSTRIAL FASTENERS	BOLT NUTS, SUPPLIES, SEALS	151.86
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	122.54
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	173.28
SUSPENSION SHOP	BUSHINGS	80.80
TDV DISTRIBUTING	FUEL INJ SYSTEM	271.60
THERMO KING CHRISTENSEN	ALTERNATOR	193.68
TOOL SHED	BATTERIES	164.38
TY'S OUTDOOR POWER & SERVICE	PARTS, PIGTAIL, CAB COMMAND CONTROL KIT	577.46
UPS STORE	FREIGHT TO SEND RADAR FOR REPAIR	11.16
VERMEER EQUIPMENT OF NEBRASKA	WORK DONE ON PA561	569.73
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	104.90
WELDON PARTS INC	SLACK ADJUSTER PULLER	99.02
WESTLAKE ACE HARDWARE	FASTENERS	11.18
WICK'S STERLING TRUCKS	TENSIONER	225.28
WOODHOUSE FORD SOUTH	ALIGNMENT-PO619	112.94
		<b>\$ 39,128.29</b>

### PLANNING

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	4,291.24
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	93.39
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-11-14	153.39
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	34.27
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	50.26
		<b>\$ 4,622.55</b>

### PERMITS & INSPECTIONS

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	13,320.66
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	249.04
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-11-14	204.52
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	74.16
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	105.67
		<b>\$ 13,954.05</b>

### POLICE/CODE ENFORCEMENT

AMAZON.COM, LLC	BATTERIES, COMPUTER SUPPLIES, THERMAL MONOCULAR, USB WALL CHARGER	5,086.46
AUTO BODY AUTHORITY	REPAIR TO UNIT 702	3,073.07
BENEFIT PLANS	DISABILITY PAYMENTS: MD, JG MG	6,078.31
BIG RED LOCKSMITHS	OPEN VEHICLE	95.00
CHRISTOPHER LEWIS ABBOTT	REIMB TRAINING EXPENSE	178.50
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-11-23	172.47
DON'S PIONEER UNIFORMS	SEW ON PATCHES	341.70
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	130.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	142,112.07
FEDERAL EXPRESS CORPORATION	SHIPPING CHARGE	30.56
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICES	700.00
JASON MELROSE	REIMB TRAINING EXPENSE	127.50

# MINUTE RECORD

## CLAIMS FOR DECEMBER 10, 2018

PAGE 6

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

JOSHUA MARRS	REIMB TRAINING EXPENSE	178.50
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	3,141.97
METRO LEASING	METRO LEASING - 8734	22,045.60
MIDLANDS PRINTING	CITATION BOOKS	2,228.50
MIKE BRAZDA	REIMB TRAINING EXPENSE	229.50
MILLER DISTRIBUTORS, INC	BATTERIES	503.88
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	FIREARMS INSTRUCTOR CERTIFICATION-GRUBB	52.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-11-14	3,729.60
PCAN -NEBRASKA	PCAN MEMBERSHIP-ELBERT	50.00
PROGRESSIVE BUSINESS TECHNOLOGIES	PRINTER SUPPLIES	315.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	822.82
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	1,717.08
ROGER'S TOWING	TOWING CHARGE	80.00
SECURITY EQUIPMENT	KEYFOBS	660.00
SIGNATURE COINS	CHALLENGE COINS	1,038.00
SMITH DAVIS INSURANCE INC	NOTARY BOND-C REED	40.00
SUNSET LAW ENFORCEMENT, LTD	AMMO	265.80
U.S. CELLULAR	MONTHLY SERVICE	152.51
WESTLAKE ACE HARDWARE	CREDIT FOR PADLOCK	(4.00)
		<hr/>
		\$ 195,372.40

### FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	201.60
ALL-BRITE GLASS & SCREEN CO	GLASS REPAIR	175.00
AMAZON.COM, LLC	BOOTS, OFFICE SUPPLIES	2,072.87
AUDIOVISUAL	SYSTEM SUPPORT AGREEMENT-NOV 2018/JAN 2019	1,319.50
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	2,350.58
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-11-23	576.95
CREIGHTON EMS EDUCATION	DRUG TEST FEES FOR PARAMEDIC CLASS	75.00
DANKO EMERGENCY EQUIPMENT	FREIGHT ONLY FOR CORD REEL LIGHT	63.94
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	64,704.36
FALEWITCH CONSTRUCTION SERVICES	RETRACTABLE WALL MAINTENANCE	320.00
GREAT PLAINS UNIFORMS	TACTICAL PANTS	824.00
JP MORGAN CHASE-ARAMARK UNIFORM SVC	LINEN SERVICE-DIST 2	2,772.66
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	104.16
MENARDS	RECIP BLADES, SCRAPERS, SPONGES	61.47
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	1,982.34
NORTH CENTRAL EMERGENCY VEHICLES	NEW RESCUE SQUAD	219,534.00
O'REILLY AUTOMOTIVE PARTS	DEGREASER	20.97
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	468.86
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	803.50
ROGUE FITNESS	EXERCISE EQUIPMENT	6,802.18
STRYKER SALES CORPORATION	COTS AND STAIR CHAIRS	6,611.68
UNDERWRITERS LABORATORIES	LADDER TESTING	3,633.55
WALMART COMMUNITY	BOTTLED WATER, COFFEE SUPPLIES	95.18
WESTLAKE ACE HARDWARE	KEYS	3.98
ZIRMED, INC	PROFESSIONAL CLAIMS MGT FEE	248.00
		<hr/>
		\$ 315,826.33

# MINUTE RECORD

## CLAIMS FOR DECEMBER 10, 2018

PAGE 7

### NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE-2018-11-19	320.30
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-11-23	341.73
JUSTIN THOMS	2018 FALL HARVEST AND TRUCKING	5,224.28
METRO AREA TRANSIT	MAT SERVICE-OCT 2018, 2285 MILES	3,401.00
PAPIO MISSOURI RIVER NRD	2018 OFFUTT LEVEE IMPROVEMENTS	750,000.00
PM AM CORPORATION	ALARM FEES-OCT 2018	2,536.00
		<u>\$ 761,823.31</u>

### INFORMATION TECHNOLOGY

AMAZON.COM, LLC	MEWMAR START GUARD, NOISE SENSOR, PHONE CASES, SOLDERING GUN	978.75
GRAYBAR ELECTRIC	COMMUNICATION PARTS	25.26
ILAND INTERNET SOLUTIONS	SECURE CLOUD	6,353.05
MILLER DISTRIBUTORS, INC	ASST BATTERIES	437.14
		<u>\$ 7,794.20</u>

### WASTEWATER

AMAZON.COM, LLC	OFFICE SUPPLIES	443.33
CITY OF OMAHA	SEWER FEES-AUG 2018	516,402.35
COX BUSINESS SERVICES	MONTHLY SERVICE-2018-11-23	83.39
ELLIOTT EQUIPMENT CO	CONCAVE ROOT SAW BLADE, CAMERA LIFT SCREW, BLADE CUTTER CHUCK, HOSE EXTENSIONS	1,981.53
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2018	8,866.15
HANEY SHOE STORE	SAFETY SHOES	193.99
HAUXWELL PUMP & SUPPLY	CUTTER PUMP, IMPELLER	3,760.43
MENARDS	MEETING SUPPLIES, GREASE GUN, SPACE HEATERS	255.70
METLIFE DIVISION	DENTAL INSURANCE-DEC 2018	373.56
METRO LEASING	METRO LEASE - 8735	22,836.87
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-DEC 2018	91.73
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-DEC 2018	120.97
		<u>\$ 555,410.00</u>

### COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2018-11-27	85.24
		<u>\$ 85.24</u>

### ECONOMIC DEVELOPMENT

SARPY CO ECONOMIC DEV CORP	SCEDC 2018 ANNUAL INVESTMENT	15,000.00
		<u>\$ 15,000.00</u>

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT-NOV 2018	857.85
ABBY HIGHLAND	PROGRAM ADMIN-P2018-42243-OCT 2018	1,842.75
ABBY HIGHLAND	PROGRAM ADMIN-P2018-42245-OCT 2018	2,291.25
		<u>\$ 4,991.85</u>

TOTAL CLAIMS FOR DEC 3, 2018	<u>\$ 2,214,768.25</u>
TOTAL PAYROLL FOR NOV 30, 2018	<u>\$ 1,003,604.49</u>

\*36.2  
12.10.18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	12/10/2018	AGENDA ITEM TYPE:	
SUBMITTED BY:  Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Temporary Construction Easement

SYNOPSIS:

Request approval of a temporary construction easement between the City of Bellevue and Sherwood Properties, LLC, located in Outlot A, Falcon Glen.

FISCAL IMPACT:

0

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

0

RECOMMENDATION:

Request approval of a temporary construction easement between the City of Bellevue and Sherwood Properties, LLC, located in Outlot A, Falcon Glen.

BACKGROUND:

This is for a temporary construction easement between the City of Bellevue and Sherwood Properties, LLC, located in Outlot A, Falcon Glen, as legally described in Exhibit 1. The temporary construction easements are for the construction of a sanitary sewer pipeline and appurtenances.

ATTACHMENTS:

1 Easement

2  
3

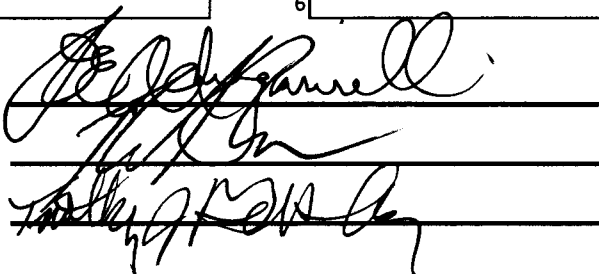
4  
5  
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



-----space above reserved for recording-----

### **TEMPORARY EASEMENT**

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, SHERWOOD PROPERTIES, LLC (the "Grantor(s)"), hereby grants, transfers and conveys to the CITY OF BELLEVUE, NEBRASKA, a municipal corporation ("Grantee"), its successors and assigns, a temporary easement in, through, over and under the parcel of land described as follows:

See Exhibit 1 attached hereto and by reference made a part hereof for the legal descriptions of the easement area, hereinafter referred to as the Easement Area,

for the purpose of ingress and egress to, upon, over, across and through that portion of Grantor's property as depicted on the attached Exhibit 1, for the purposes of accessing, inspecting, constructing, repairing, and maintaining sanitary sewer connections (Grantee's work on the property) on Grantor's property. Grantee shall have the right to enter upon said Easement Area at any time during construction of said sanitary sewer connections. This Easement shall terminate when the Grantee completes said construction. This Easement is also for the benefit of any contractor, agent, employee or representative of the "Grantee".

Grantee will replace, rebuild, or repair any damage to the Easement Area caused by this construction.

Grantee shall be responsible for removal of any snow, ice or other debris on the Easement Area during Grantee's work on the property.

Grantor warrants that he/she is the owner in fee of the Easement Area and has the right to grant and convey this Easement.

This instrument contains the entire agreement of the parties, and Grantor, in executing and delivering this instrument has not relied upon any promises, inducements or representations of the Grantee or its agents or employees except as set forth herein.

*[Signatures on following pages]*

GRANTOR:

SHERWOOD PROPERTIES, LLC

By: [Signature]

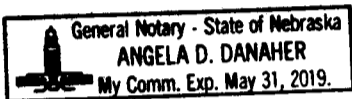
Name: Kimberly J. Walsh

Its: member

State of Nebraska ) ss.  
County of Sarpy

On this 14th day of November, 2018, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Kimberly J. Walsh, a member (title) of Sherwood Properties, LLC, to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be his/her voluntary act and deed on behalf of said corporation.

Witness my hand and notarial seal on November 14 2018.



[Signature]  
Notary Public

GRANTEE:

CITY OF BELLEVUE

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

Rita Sanders, Mayor  
Rusty Hike

ATTEST:

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

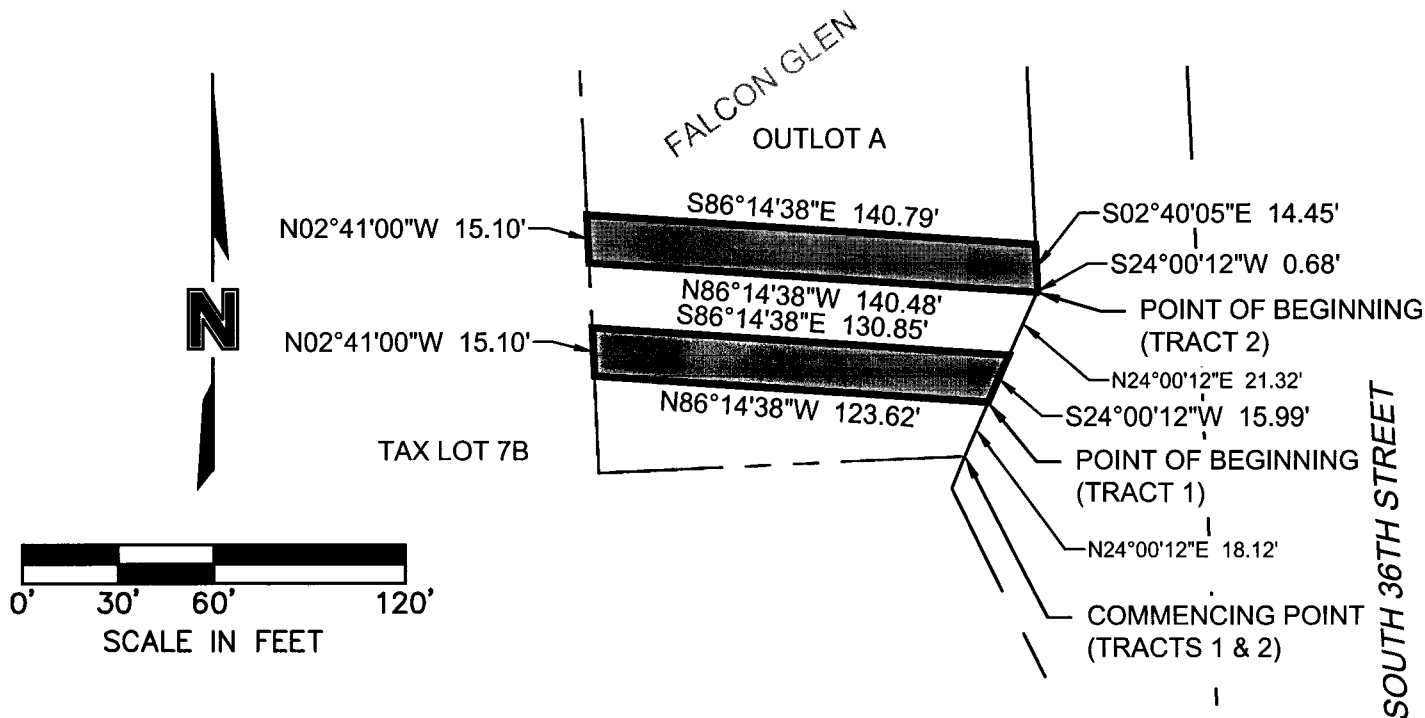
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Rita Sanders and Sabrina Ohnmacht, Mayor and City Clerk, respectively, of the City of Bellevue, a Nebraska Municipal Corporation, to me personally known to be the identical persons whose names are affixed to the foregoing instrument who acknowledged the same to be their voluntary act and deed on behalf of said corporation.

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

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

USER: dhastings  
V\_X\_TOPO BNDY 2018 0080620A  
F:\Projects\008-0620-B\40-Design\Exhibits\Easements\18-10-08\_GNCV\_Temporary Sanitary Easement.dwg  
DATE: Oct 10, 2018 3:51pm  
XREFS: c:\bndy\_b080620



### LEGAL DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENTS LOCATED IN OUTLOT A, FALCON GLEN, A PLATTED AND RECORDED SUBDIVISION IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### TRACT 1

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT A, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET, ON AN ASSUMED BEARING OF N24°00'12"E, 18.12 FEET TO THE POINT OF BEGINNING; THENCE N86°14'38"W, 123.62 FEET TO A POINT ON THE WEST LINE OF SAID OUTLOT A; THENCE ON SAID WEST LINE OF OUTLOT A, N02°41'00"W, 15.10 FEET; THENCE S86°14'38"E, 130.85 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET, S24°00'12"W, 15.99 FEET TO THE POINT OF BEGINNING.

SAID TRACT 1 TEMPORARY CONSTRUCTION EASEMENT CONTAINS A CALCULATED AREA OF 1,908.51 SQUARE FEET OR 0.044 ACRES MORE OR LESS.

#### TRACT 2

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT A, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET, ON AN ASSUMED BEARING OF N24°00'12"E, 55.43 FEET TO THE POINT OF BEGINNING; THENCE N86°14'38"W, 140.48 FEET TO A POINT ON THE WEST LINE OF SAID OUTLOT A; THENCE ON SAID WEST LINE OF OUTLOT A, N02°41'00"W, 15.10 FEET; THENCE S86°14'38"E, 140.79 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET FOR THE FOLLOWING TWO COURSES; (1) S02°40'05"E, 14.45 FEET; (2) S24°00'12"W, 0.68 FEET TO THE POINT OF BEGINNING.

SAID TRACT 2 TEMPORARY CONSTRUCTION EASEMENT CONTAINS A CALCULATED AREA OF 2,111.79 SQUARE FEET OR 0.048 ACRES MORE OR LESS.

SAID TRACTS 1 AND 2 TEMPORARY CONSTRUCTION EASEMENTS CONTAIN A CALCULATED AREA OF 4,020.30 SQUARE FEET OR 0.092 ACRES MORE OR LESS.

PROJECT NO: B08-0620

DRAWN BY: JAV/DSH

DATE: 10/08/18

TEMPORARY  
CONSTRUCTION  
EASEMENT

**MOLSSON**  
ASSOCIATES

2111 South 67th Street, Suite 200  
Omaha, NE 68106  
TEL 402.341.1116  
FAX 402.341.5895

EXHIBIT

1

#36.3  
12.10.18

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	12/10/2018	AGENDA ITEM TYPE:	
SUBMITTED BY:  Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Permanent Sanitary Sewer Easement

SYNOPSIS:

Request approval of a permanent sanitary sewer easement between the City of Bellevue and Sherwood Properties, LLC, located in Outlot A, Falcon Glen.

FISCAL IMPACT:

0

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

0

RECOMMENDATION:

Request approval of a permanent sanitary sewer easement between the City of Bellevue and Sherwood Properties, LLC, located in Outlot A, Falcon Glen.

BACKGROUND:

This is for a permanent sanitary sewer easement between the City of Bellevue and Sherwood Properties, LLC, located in Outlot A, Falcon Glen, as legally described in Exhibit 1. The purpose is to be able to access, inspect, repair and maintain sanitary sewer connections that exist on the property.

ATTACHMENTS:

1 Easement

2  
3

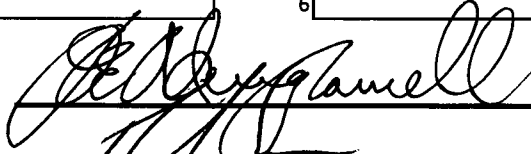

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SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

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(Space above line for recording information)

## PERMANENT EASEMENT

THIS PERMANENT EASEMENT (this "Easement") is made as of this 14 day of November, 2018, by SHERWOOD PROPERTIES, LLC (the "Grantor"), and THE CITY OF BELLEVUE, NEBRASKA, a Nebraska municipal corporation (together with its agents, contractors, and licensees, "Grantee").

## PRELIMINARY STATEMENTS

Grantor is the fee simple owner of the real property legally described in Exhibit 1 attached hereto and incorporated herein (the "Grantor's Property"). The Grantee is a City of the First Class of the State of Nebraska.

Subject to the terms and conditions hereinafter set forth, Grantor desires to grant a permanent non-exclusive easement to Grantee and Grantee's employees, agents, contractors, mortgagees and invitees, for ingress and egress to, upon, over, across and through that portion of Grantor's Property, as depicted and legally described on Exhibit 1 attached hereto (the "Easement Area"), for the purposes of accessing, inspecting, repairing, and maintaining sanitary sewer connections that exist on Grantor's Property.

## AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Permanent Access Easement.** Grantor hereby grants to Grantee a permanent non-exclusive easement to Grantee and Grantee's employees, agents, contractors, mortgagees and invitees, for ingress and egress to, upon, over, across and through that portion of Grantor's Property, as depicted and legally described on Exhibit 1 attached hereto (the "Easement Area"), for the purposes of accessing, inspecting, repairing, and maintaining sanitary sewer connections.

2. **Maintenance; Rights of Grantor and Grantee.** Grantee shall restore the Easement Area, to the extent practical, to its condition existing prior to any use by Grantee, including, without limitation, leveling the surface and reseeding the grass or repaving the Easement Area. Grantor reserves and retains for itself, and its successors and assigns, the right to landscape and/or otherwise improve the Easement Area, provided the rights of the Grantee are not unreasonably interfered with, and furthermore reserves to itself, its agents and representatives, and its successors and assigns the rights of ingress and egress to, upon, over, through and across the Easement Area for all purposes to the extent the Grantee's rights are not unreasonably interfered with. The rights of the Grantee hereunder shall be exercised in such a way that the Grantor, its successors, assigns and designees are not unreasonably interfered with.

3. **Improvements.** No buildings, improvements or other structures shall be placed upon within the Easement Area at any time by Grantor, and no dirt, fill or fill material shall be placed upon the Easement Area by Grantor at any time without the prior written consent of Grantee, which consent shall not unreasonably be withheld or delayed.

4. **Indemnification.** Grantee (the "Indemnitor") hereby indemnifies Grantor and its respective trustees, officers, employees, agents, consultants, representatives, successors, transferees and assigns (collectively, the "Indemnatee"), by counsel reasonably acceptable to Indemnatee, against all claims, liabilities, losses, costs, expenses (including all attorney's fees, costs and expenses related thereto) and damages incurred by the Grantor in connection with, related to or in any manner arising from (i) the use and other activities performed within the Easement Area by Indemnitor pursuant to the terms of this Easement, (ii) Indemnitor's exercise of the rights and obligations granted herein or (iii) the breach by Indemnitor of its obligations hereunder, including but not limited to Indemnitor's failure to maintain the

Easement Area pursuant to the terms of this Easement. The indemnification obligations set forth in this Section are (a) independent of and will not be limited by damages or benefits payable under workers compensation or other statute, and (b) not diminished or limited in any way by any insurance carried by the Grantor, which shall in all cases function in excess of these indemnification obligations.

5. **Relocation Rights.** The Grantor shall have the right to relocate the Easement Area to another location within Grantor's Property, which location shall be acceptable to the Grantee, in the Grantee's reasonable judgment, provided that the Grantor pays all costs incident to such relocation, and Grantee's use of the Easement Area is not unreasonably interrupted, nor diminished in quality or capacity. The Grantor shall commence the performance of such relocation within a reasonable period of time subsequent to an agreement of the parties regarding the relocation. Such "reasonable period" shall take into consideration factors such as weather conditions, manpower and emergency situations. In the event the Easement Area is relocated, the parties agree to execute all documents necessary to evidence the Grantee's relocated easement rights.

6. **Binding Upon Property.** The easement rights and obligations created pursuant to the terms of this Easement shall run with and be binding upon the Grantor's Property, including future subdivisions and/or reconfigurations of such properties, and shall be binding on all persons and entities having or acquiring any right, title or interest in such properties and shall inure to the benefit of each owner, employee or invitee thereof.

7. **No Third-Party Beneficiaries.** Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

8. **Title.** Grantor confirms to Grantee that Grantor is seized in fee of the Grantor's Property, and that it has the right to grant and convey the easement and rights granted herein, and that it will warrant and defend such easement and rights to Grantee against the lawful claims and demands of all persons.

9. **Counterparts.** This Easement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

10. **Estoppel.** Either party shall deliver to the other party, within twenty (20) days after request therefore, a written statement setting forth that, to the best of such party's knowledge, the requesting party is not in default in the performance of any of its obligations under this Easement or, if in default, setting forth the nature of such default, and such other matters as may be reasonably requested.

11. **Savings Clause.** The invalidity of any covenant, restriction, condition, limitation or any other provision of this Easement herein contained, as the case may be, shall not render the remainder of the Easement invalid, nor any other part therein contained.

12. **Amendment, Modification, Notice.**

(a) This Easement may only be amended by the written consent and agreement of Grantor and Grantee, or their respective successors and assigns. Any such modification or amendment shall be effective when duly recorded in the office of the Register of Deeds for Sarpy County, Nebraska.

(b) Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of Grantor and Grantee are as follows:

GRANTOR: Sherwood Properties, LLC  
Attn: Jerry Standerford  
14711 Industrial Drive  
Omaha, Nebraska 68144

GRANTEE: City of Bellevue  
Attn: Public Works Director  
1510 Wall St.  
Bellevue, NE 68005

13. **Indexing of this Easement.** This Easement shall be recorded and indexed against Grantor's Property.

*[Signatures on following pages]*

IN WITNESS WHEREOF, Grantor and Grantee have caused the authorized execution hereof, the day and year first above written.

GRANTOR:

Sherwood Properties, LLC

By: [Signature]

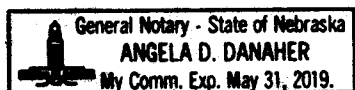
Name: Kimberly J. Walsh

Its: Member

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF SARPY    )

On this 14th day of November, 2018, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Kimberly J. Walsh, a Member (title) of Sherwood Properties, LLC to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be his/her voluntary act and deed on behalf of said corporation.

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



[Signature]  
Notary Public

GRANTEE:

CITY OF BELLEVUE

By: \_\_\_\_\_  
Rita Sanders, Mayor  
Rusty Hike

ATTEST:

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

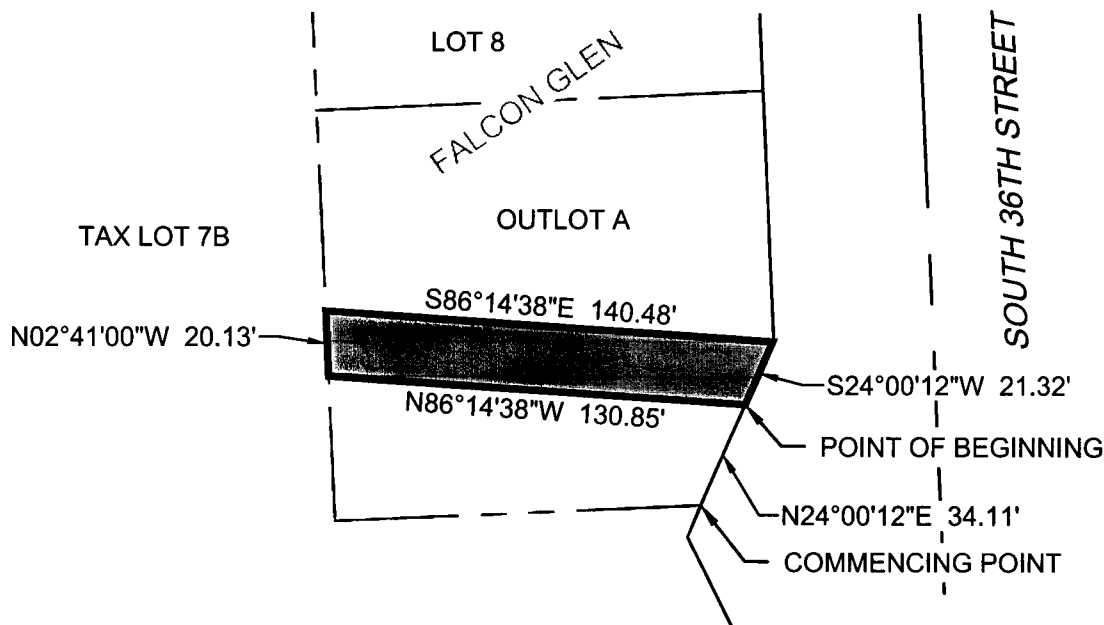
STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF SARPY    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Rita Sanders and Sabrina Ohnmacht, Mayor and City Clerk, respectively, of the City of Bellevue, a Nebraska Municipal Corporation, to me personally known to be the identical persons whose names are affixed to the foregoing instrument who acknowledged the same to be their voluntary act and deed on behalf of said corporation.

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

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

F:\Projects\008-0620-B\40-Design\Exhibits\Easements\18-10-08\_GNCV\_Permanent Sanitary Easement.dwg  
USER: dhastings  
DATE: Oct 10, 2018 1:19pm  
XREFS: c\_xbndy\_b080620  
V\_X\_TOPO BNDY 2018 0080620A  
18-10-08\_GNCV\_Temporary Sanitary Easement



## LEGAL DESCRIPTION

A PERMANENT SANITARY SEWER EASEMENT LOCATED IN OUTLOT A, FALCON GLEN, A PLATTED AND RECORDED SUBDIVISION IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT A, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET, ON AN ASSUMED BEARING OF N24°00'12"E, 34.11 FEET TO THE POINT OF BEGINNING; THENCE N86°14'38"W, 130.85 FEET TO A POINT ON THE WEST LINE OF SAID OUTLOT A; THENCE ON SAID WEST LINE OF OUTLOT A, N02°41'00"W, 20.13 FEET; THENCE S86°14'38"E, 140.48 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH 36TH STREET, S24°00'12"W, 21.32 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 2,713.29 SQUARE FEET OR 0.062 ACRES MORE OR LESS.

PROJECT NO: B08-0620

DRAWN BY: JAV/DSH

DATE: 10/08/18

PERMANENT SANITARY  
SEWER EASEMENT

**MOLSSON**  
ASSOCIATES

2111 South 67th Street, Suite 200  
Omaha, NE 68106  
TEL 402.341.1116  
FAX 402.341.5895

EXHIBIT

1

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\*36.4  
12.10.18

COUNCIL MEETING DATE:	12/10/18	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	
		LIQUOR LICENSE	
		ORDINANCE	
		PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	✓
		OTHER (SEE CLERK)	

SUBJECT:

Approve Request for Release of Funds for CDBG 2018 Projects & authorize submittal to HUD.

SYNOPSIS:

The City of Bellevue is required to complete an environmental assessment for each proposed project to review and identify any potential environment impacts prior to release of funds from HUD. The review for all projects is complete with a determination of no adverse effect. The next step is to request release of funds from HUD.

FISCAL IMPACT:

Release of entitlement funding for 2018 in the amount of \$360,151

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

The City of Bellevue receives reimbursement of funds as expended and requested for eligible projects. Entitlement funds do not require match funding.

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	*Projects will be named and coded following release of funds	
	Expected Start Date:	1/1/19	Expected End Date: 12/30/19
	CIP Project Name:	NA	
	MAPA # and Name:	NA	
	Street District # and Name:	NA	
Finance	Distribution Code:	CDBG - 1918	
	GL Account #:	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]	

RECOMMENDATION:

Approve and submit the Request for Release of Funds and Certification Forms to HUD.

BACKGROUND:

The City is required to perform an environmental assessment for all projects to identify any potential environmental issues and verify there will not be a negative impact on the surrounding environment. The 2018 Environmental Review has been completed for all approved projects. Copies are available by request and online at: <https://www.onecpd.info/environmental-review/environmental-review-records>. A Notice of Finding of No Significant Impact and Request Release of Funds was published in the Bellevue Leader on 11/21/18 and posted in locations identified in the Citizen Participation Plan. With the approval from Council, the City will submit the request for release of funds to HUD.

ATTACHMENTS:

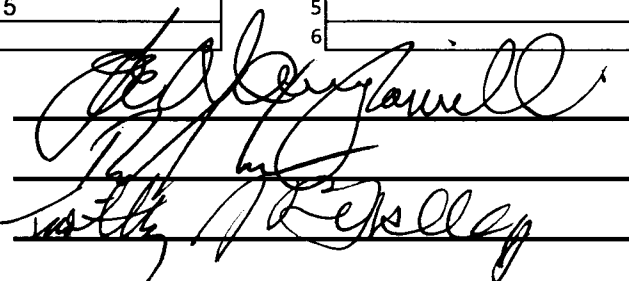
1	Combined Notice	4	
2	HUD Form 7015.15	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



**CITY OF BELLEVUE**  
**NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND**  
**NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS**

November 21, 2018

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

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the City of Bellevue.

**REQUEST FOR RELEASE OF FUNDS**

On or after December 10, 2018, the City of Bellevue will submit a request to the U.S. Department of Housing and Urban Development (HUD) for the release of CDBG program funds under Title I of the Housing and Community Development Act of 1974, as amended, in the amount of \$360,151 to implement the following projects: Administration, Public Facility and Improvements, Economic Development and Public Service activities. The following projects identified in the City of Bellevue FY 2018 Action Plan are exempt from 24 CFR 58.34 Subpart D: Backyard Sports Clinics & Club Participation, \$26,825; Program Administration, \$40,000. The following projects are not exempt from 24 CFR Part 58.34 Subpart D – Environmental Review Process, therefore, a public notice is required.

Categorically Excluded, Subject to 58.5

- Valley View Sidewalk Improvement – project includes repair and replacement of sidewalks and curb ramps in LMI census tract is northwest Bellevue, \$100,000.00
- Chandler Hills Curb and Reconstruction Project – project will include reconstruction of existing deteriorated streets and curbs in an LMI census tract in northern Bellevue, \$133,326.00
- 2110 Office Retail Upgrade Phase II – project will assist one business with façade improvements and correction of code violations at 2110 Franklin Street, \$60,000.00

**FINDING OF NO SIGNIFICANT IMPACT**

The City of Bellevue has determined that the projects will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at the City of Bellevue, CDBG Office, located at 1500 Wall Street, Bellevue, NE 68005 and may be examined or copied weekdays 8:00 a.m. to 4:30 p.m. The ERR is also available on the website, <https://www.onecpd.info/environmental-review/environmental-review-records>

**PUBLIC COMMENTS**

Any individual, group, or agency may submit written comments on the ERR to the City of Bellevue, Office of the Mayor, 1500 Wall Street, Bellevue, NE 68005. All comments received by November 13, 2018, will be considered by the City of Bellevue prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

**RELEASE OF FUNDS**

The City of Bellevue certifies to HUD that, Rita Sanders, in her capacity as City of Bellevue Mayor, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Bellevue to use HUD program funds.

**OBJECTIONS TO RELEASE OF FUNDS**

HUD will accept objections to its release of fund and the City of Bellevue's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Bellevue; (b) the City of Bellevue has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to HUD at: U.S. Department of Housing and Urban Development, Omaha Field Office, Edward Zorinsky Federal Building, 1616 Capitol Avenue, Suite 329, Omaha, Nebraska 68102-4908. Potential objectors should contact HUD to verify the actual last day of the objection period.

Abby Highland  
CDBG Program Administrator

Rita Sanders  
Mayor, City of Bellevue

# Request for Release of Funds and Certification

U.S. Department of Housing  
and Urban Development  
Office of Community Planning  
and Development

OMB No. 2506-0087  
(exp. 03/31/2020)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) <b>Community Development Block Grant Entitlement</b>	2. HUD/State Identification Number <b>B-18-MC-31003</b>	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) <b>14.218</b>	5. Name and address of responsible entity <b>City of Bellevue 1500 Wall Street Bellevue, NE 68005</b>	
6. For information about this request, contact (name & phone number) <b>Abby Highland, CDBG Program Administrator, (402)293-3000</b>		
8. HUD or State Agency and office unit to receive request <b>U.S. Department of Housing &amp; Urban Development Omaha Field Office, Edward Zorinsky Federal Building 1616 Capital, Suite 329 Omaha, NE 68102-4908</b>	7. Name and address of recipient (if different than responsible entity)	

**The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following**

9. Program Activity(ies)/Project Name(s) <b>2018 Action Plan Activities; Valley View Sidewalk Improvements, Chandler Hills Paving Project, Backyard Sports Clinics &amp; Club Participation, 2110 Office Retail Upgrade Phase II, Program Administration</b>	10. Location (Street address, city, county, State) <b>City-wide, Bellevue, NE 68005</b>
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### 11. Program Activity/Project Description

Public Facilities and Improvements, City of Bellevue, Valley View Sidewalk Improvement Project, project includes replacement and construction of sidewalks and curb ramps in LMI census tract, \$100,000

Public Facilities and Improvements, City of Bellevue, Chandler Hills Paving Project, reconstruction of deteriorated streets and installation of curb, guttering in an LMI census tract, \$133,326

Public Service, Backyard Sports, Clinics & Club Participation Assistance, project will provide participation assistance in organized sports programs and clinics for children from LMI households, \$26,825

Economic Development, 2110 Office Retail Upgrade Phase II, Buckley Construction, facade improvement and code violation correction on a commercial building at 2110 Franklin Street, \$60,000

Program Administration, project will provide funding for the administration of the CDBG program, \$40,000

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**Part 2. Environmental Certification** (to be completed by responsible entity)

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**With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:**

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did ☐ did not ☒ require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

---

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Mayor, City of Bellevue

Date signed

11/13/18

X

Address of Certifying Officer

1500 Wall Street, Bellevue, NE 68005

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**Part 3. To be completed when the Recipient is not the Responsible Entity**

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The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

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Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Date signed

X

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

# 36.5  
12.10.18

COUNCIL MEETING DATE:	12/10/18	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	
		LIQUOR LICENSE	
		ORDINANCE	
		PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	✓
		OTHER (SEE CLERK)	

SUBJECT:

Approve Resolution to Authorize Employees to Transact Banking Business.

SYNOPSIS:

The City of Bellevue has several banking relationships and each has authorized signatories on file that have been approved by the City. The Mayor and City Administrator will be changing and the bank signatories must be updated with authorized signatories.

FISCAL IMPACT:

None

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

N/A

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	N/A
	Expected Start Date:	12/11/2018 Expected End Date:
	CIP Project Name:	NA
	MAPA # and Name:	NA
Street District # and Name: NA		
Finance	Distribution Code:	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]
	GL Account #:	GL Account Name:

RECOMMENDATION:

Approve the resolution to authorize Mayor Rusty Hike and City Treasurer Rich Severson to transact business, including but not limited to the maintenance of savings, checking and other accounts, signing checks as well as borrowing by the City.

BACKGROUND:

The City of Bellevue has several banking relationships and each has authorized signatories on file that have been approved by the City. The Mayor and City Administrator will be changing and the bank signatories must be updated with authorized signatories.

ATTACHMENTS:

1	Resolution	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

RESOLUTION No. 2018-35

WHEREAS, the financial institutions listed below are designated as depositories for the funds of the City of Bellevue and to provide other financial accommodations for the City,

American National Bank

Wells Fargo Bank

Access Bank

Bank of Oklahoma

Two Rivers Bank

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, that the following officers of the City of Bellevue are hereby authorized to sell, assign and endorse for transfer, certificates representing stocks, bonds or other securities now registered or hereafter registered in the name of the City of Bellevue; to open any deposit or account(s) in the name of the City of Bellevue; to sign and endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the financial institution.

Rusty Hike, Mayor

Rich Severson, Finance Director

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to certify to each financial institution that such authority has been designated.

Passed and approved this \_\_\_\_\_ of \_\_\_\_\_, 2018

\_\_\_\_\_  
Mayor

ATTEST:

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

46  
12.10.18

CITY OF BELLEVUE, NEBRASKA  
CITY COUNCIL AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: Dec 10, 2018		AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	
SUBMITTED BY: Councilman Pat Shannon		COUNCIL REQUEST	x
As requested by Mayor elect Rusty Hike		ORDINANCE	
		PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	X
		OTHER (SEE CLERK)	

**SUBJECT:** Approval of new City Administrator James L Ristow.

**DISCUSSION:** After an exhaustive search our new Mayor has selected James L Ristow as his choice for Bellevue City Administrator.

**ATTACHMENTS:** Resume of James L Ristow.

**Council Member Submission**

# James L. Ristow

Jristow1@cox.net • 4613 Crestview Drive Papillion, NE 68133 • 402-650-2537 (C)

## PROFILE

Senior Manager with 35 years' experience in sales and marketing, management, administration, and leadership. Demonstrated ability to develop, implement, and oversee innovative marketing and promotional campaigns. Consistently successful in building consensus and driving cooperative relationships with staff, Board of Directors, government agencies, vendors and business people. Capabilities include:

Strategic & Mission Planning

Project Management

Public Speaking & Public Relations

Financial & Budgetary Planning

Promotional Activities

Staff Development

Policy & Procedure Development

Sales & Marketing Strategies

Turnaround / Expansion Strategies

Team Building & Leadership

Problem Analysis & Resolution

Proactive Management

## PROFESSIONAL EXPERIENCE

Greater Bellevue Area Chamber of Commerce, Bellevue, NE

2012 - Present

### CEO / President

Senior Management Executive with full planning, operating, financial, legislative/regulatory, economic development and administrative responsibility for growing Chamber to 450 members. Worked in cooperation with the Board of Directors to drive strategic planning and annual budgeting process. Key accomplishments:

- Developed strategies to enhance membership growth and retention growing membership 13% in 3 years. Increased non-due programs from 50% of revenue to 59% of total revenue.
- Negotiated business partnerships and devised new programs/strategies to further market reach and drive member growth and retention.
- Developed and produced marketing promotional materials to promote benefits and services, significantly increasing inquiries and interest. Reorganized and branded chamber utilizing new web site, social media and other outlets.
- Reorganized staff accountabilities to reverse financial declines and restore stability. Outsourced non-critical functions and implemented lean management practices associated with costs.

### Achievements

- Successfully negotiated a public / private partnership with the City of Bellevue to build a conference center that hosts regional events. The private investment included a Courtyard by Marriot with a combined investment of \$25 million.

- Restructured annual community festival that was experiencing losses of \$6k to \$10k to a profitable events exceeding \$5k in profits and growing attendance 45% to 40,000 attendees.
- Launched Opportunity Campus in partnership with Bellevue University as an incubator for small businesses in need of developmental assistance to grow. Currently 11 businesses participating.
- Successfully drafted ballot language for economic development initiative (LB840) for community and held public forums for education and marketed to a positive vote of 53% of registered voters.
- Assisted School district in marketing and public forums for bond initiative mail in ballot that concluded positively.

**Nebraska Chamber of Commerce, Lincoln, NE**

**2015**

**Vice President**

Senior Executive responsible for research and development of initiatives and policies for future competitive growth of Nebraska business and population. Key accomplishment:

- Responsible for the development of Vision Nebraska which was a plan for accelerating job and population growth in Nebraska. A 20 year plan to secure Nebraska's future under four pillars: Education & Talent Supply, Competitive Business Climate, E.D., Innovation and Technology and Infrastructure & Growth Leadership.

**Lee Enterprises, Nebraska**

**2005 – 2012**

**Publisher**

Senior executive with full strategic planning, financial, leadership, marketing, editorial, and operational management of the Beatrice Daily Sun, Plattsmouth Journal and ONE Magazine.

Key accomplishments:

- Achieved record revenue growth and improved ROI from 5% to 20% through new revenue initiatives and expense control measures.
- Developed web sites for each property expanding online presence in readership and related revenue initiatives.
- Developed alternate streams of revenue in commercial printing resulting in 8% revenue growth and 50% increase in EBITDA.

**Advertising Delivery Service, Omaha, Nebraska**

**2002 - 2005**

**President / CEO**

Senior executive responsible for a start-up company of a wholly owned subsidiary of the Omaha World Herald including legal formation of company, strategic planning, market analysis, competitive analysis, marketing, finance, sales and all operational functions. Key accomplishments:

- Developed multiple product lines resulting in \$4 million in revenue by year three.
- Profitable company in year two with a ROI of 18%. Year three improved to 31%.
- Signed seven national companies to long term contracts in excess of \$2 million in sales.

James L. Ristow

• • •

**Omaha World Herald, Omaha, Nebraska**

**1995 - 2002**

**Circulation Director and Senior Executive**

Responsible for leading a team of 300 employees with 5,000 independent contractors in developing marketing and sales strategies, effective distribution methods and customer loyalty/retention programs in a 5 state region. Key accomplishments:

- Targeted sales campaigns resulted in home delivery growth of 3% with record national penetration of households in the PMA.
- Achieved a 15% reduction in delivery complaints through improved controls from implementation of distribution centers and customer care programs.
- Increased revenue 13% while limiting expense growth to 1% annually.

**Career Progression at The Omaha World Herald**

Metro Manager	1991 – 1994
State Manager	1989 – 1991
President, Midwest Assemblers, Inc.	1987 – 1988
Transportation Manager	1986 – 1987
Regional Manager	1982 -1986

**United States Air Force Air National Guard**

**1978-1984**

Staff Sergeant -Security Force Specialist

**EDUCATION**

Bellevue College	Bellevue, NE	1977
USAF Technical Training	Lackland, TX	1978
USAF Career Development	Lincoln, NE	1979-1984
OWH Executive Development	Omaha, NE	1988-1989
American Press Institute	Reston, W.Va	1990
Management Directions	Kansas City, MO	1992
American Mgt Assoc., Leadership	Chicago, IL	1997
Leader Point -Executive Development	Kansas City, MO	2010
Executive Experience	Washington D.C.	2010

**CIVIC & PROFESSIONAL ACTIVITIES**

Board Member, Fontennelle Forest Association  
President, Bellevue Economic Enhancement Foundation  
Board Member, Sarpy County Economic Development Corp.  
Board Member, Bellevue Public Safety Foundation  
Board Member, Offutt Advisory Council.  
Community Liaison, Air Combat Command Civic Group  
Member, 55<sup>th</sup> Wingman  
Participant, Kiwanis's  
Participant, Leadership Omaha

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of December 2018, by and between the City of Bellevue, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY" and James L. Ristow, hereinafter referred to as "RISTOW", WITNESSETH:

WHEREAS, CITY desires to employ the services of RISTOW as its City Administrator, as provided by the Bellevue City Code and Nebraska State Statutes; and

WHEREAS, it is the desire of CITY to provide certain benefits, establish certain conditions of employment, and to set working conditions of RISTOW; and

WHEREAS, RISTOW desires to accept employment as City Administrator of the City of Bellevue, Nebraska.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **Section 1 - Employment and Duties**

A. CITY hereby agrees to employ RISTOW, and RISTOW, hereby accepts employment as City Administrator of the City of Bellevue to perform the functions and duties specified in the City Code of the City of Bellevue and to perform such other legal and proper duties and functions as the Mayor and City Council shall assign.

B. The parties agree that the terms of this Agreement do not supersede the provision of state statutes for the State of Nebraska. To the extent that they do conflict, state statutes shall prevail.

### **Section 2 - Term**

A. This Agreement shall expire at the end of the elected term of the current Mayor of the City of Bellevue and until RISTOW'S successor is appointed, unless sooner terminated as herein after provided. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of CITY to terminate the services of RISTOW at any time prior to the end of the term, subject only to the provisions set forth in Section 3, of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of RISTOW to resign at any time from his position with CITY, subject only to the provision set forth in Section 3, paragraph B, of this Agreement. However, the resignation of RISTOW shall allow RISTOW the right to provide CITY with a release of all claims

C. RISTOW agrees to remain in the exclusive employment of CITY until termination or resignation as provided in Section 3 of this Agreement occurs. RISTOW shall not use any

confidential information obtained through his position as City Administrator for personal gain. Both parties acknowledge that exclusive employment shall mean that RISTOW shall not accept any outside employment from any source whatsoever without first obtaining written approval from CITY. Outside employment shall not be construed to include occasional teaching, writing or consulting performed on RISTOW'S time off. It is further understood that any activity of this nature outside of the workplace cannot represent a conflict of interest.

### **Section 3 - Termination**

A(1). The Mayor with the approval of the City Council shall have the right at any time during the term of this Agreement to terminate RISTOW for just cause. "Just Cause" is defined as: (a) a conviction for a felony or any misdemeanor involving moral turpitude, (b) breach of this Agreement, or (c) commission of any dischargeable offense as defined in the Personnel Rules of the City of Bellevue.

A(2). In the event the Mayor, with approval of the City Council, during the term of this Agreement, terminates RISTOW for any or no reason other than Just Cause, the CITY agrees to pay RISTOW in a single lump-sum payment of six (6) months of RISTOW's base salary, excluding the CITY's obligation for retirement, and any other insurance, benefits or allowances for said six (6) month period, within thirty (30) days of termination of RISTOW'S employment in exchange for a Release of all Claims against the CITY by the City Administrator. Upon payment of such lump sum payment to RISTOW, RISTOW does hereby waive and release the CITY, and its elected and appointed officials, managers, employees, and agents, from any and all claims of any nature whatsoever which may arise by reason of such termination, including, but not limited to an alleged breach of this contract (or any other express or implied contract), or any federal law, state law, or local ordinance, or a constitutional due process claim that RISTOW'S termination by the CITY deprived RISTOW of a property interest and continued employment with the CITY and of a liberty interest in RISTOW'S good name and reputation.

A(3). The lump sum payable under Section 3 Paragraph (A)(2) is based upon the following and to avoid the expense of:

1. Conducting a pre-and post termination grievance hearing which will cost the CITY \$10,625.00 the equivalent of at least one (1) month's salary for the City Administrator.
2. Conducting a Loudermill hearing and "full blown" due process hearing which will cost the CITY \$21,250.00 the equivalent of at least two (2) month's salary for the City Administrator.
3. Defending a discrimination charge brought under the municipal code, state law, and/or federal which will cost the CITY \$21,250.00 the equivalent of at least two (2) month's salary for the City Administrator.

4. Defending a breach of contract claim which will cost the CITY \$10,625.00 the equivalent of at least one (1) month's salary for the City Administrator.
5. RISTOW, in accepting this lump sum payment, agrees after termination of employment with the CITY that he will voluntarily participate and cooperate with the CITY in the defense of the CITY and its elected officials and employees and the prosecution of any action or proceeding about which he has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with the CITY's attorneys at mutually convenient times regarding the facts of the matter and agreeing to make himself available for a deposition and/or trial.
6. Notwithstanding the foregoing, if such termination under subsection A(2) of this Section 3 occurs within the first six (6) months of the term of this Agreement, said lump sum payment shall be reduced to three (3) months and the corresponding expense avoidance provided in subsection A(3) of this Section 3 shall be reduced proportionately as the term of employment shall be of short duration so as to reduce the expenses provided in subsection A(3) of this Section 3.

B. In the event RISTOW voluntarily resigns from his position with the CITY before expiration of the aforesaid term of employment, then RISTOW shall give the CITY two (2) months notice in advance, unless the parties agree otherwise.

C. Notwithstanding the foregoing, in the event this Agreement terminates by virtue of the term as set forth in Section 2 Paragraph A, such termination shall not be deemed a termination by the City or RISTOW but rather by the term of the Agreement and neither party shall have any further obligations to the other party except as those obligations the City has to RISTOW under Section 5. However, such termination shall allow RISTOW the right to provide CITY with releases as designated under Section 3 Paragraph (A)(2) of this Agreement which releases shall in turn trigger the obligation of the CITY to make a lump sum payment of one month's base salary for the City Administrator as agreed upon consideration of such releases.

#### **Section 4 - Salary**

Beginning January 1, 2019, CITY agrees to pay RISTOW for his services rendered pursuant hereto an annual base salary of \$127,500.00. Said annual base salary shall be payable in installments at the same time as other employees of the CITY are paid. Other than by amendment or the provisions of Section 13, said salary shall not be adjusted regardless of any step level, longevity increases, or similar adjustments made to any other group of regular, full-time employees. Notwithstanding the foregoing, for hours worked prior to January 1, 2019, RISTOW

will work part-time and be paid \$62.00 per hour.

### **Section 5 - Benefits**

A. CITY agrees to provide RISTOW professional liability insurance for the actions of RISTOW conducted within the scope of his employment with the CITY.

B. Except as provided or specifically addressed or altered in this Employment Agreement, RISTOW shall receive similar benefits granted to other CITY directors other than police or fire, subject to any limitations or restrictions thereon applicable to such directors, including by illustration only and not limited to health, hospitalization, surgical, dental, long-term disability insurance and life insurance; retirement, pension, or deferred compensation; holiday; and other group benefit programs extended to employees for their voluntary participation.

C. In lieu of sick, vacation, personal and compensatory time leave RISTOW shall be entitled to ten (10) days paid time off (hereinafter referred to as "PTO") commencing January 1, 2019. RISTOW shall, thereafter, earn PTO of 2.5 days per month. On January 1<sup>st</sup>, termination or retirement, any unused PTO in excess of ten (10) days shall be paid to RISTOW based upon 100% of his base salary. PTO may be used immediately upon the effective date of this Agreement despite any other policies or practices of the City.

D. Upon commencement of RISTOW'S employment, the CITY agrees to match RISTOW'S contribution to CITY'S general employees pension plan in the same percentage of his monthly salary as the budgeted CITY contribution provided to CITY'S other general employees (excluding police and fire). RISTOW may participate in the self-funded 457(b) Plan.

E. CITY shall provide RISTOW with a desktop computer, laptop computer and cell phone required for RISTOW to perform the job and to maintain effective communication.

F. Notwithstanding any other policy or practice to the contrary, and except as otherwise provided herein, RISTOW shall not be entitled to contribution toward his or his family's health insurance premiums after his employment with the CITY.

### **Section - 6 Automobile**

CITY shall provide RISTOW use of a CITY-owned or leased automobile for work related purposes. RISTOW shall also be allowed de minimis personal use of the CITY-owned or leased vehicle to include but not be limited to occasional personal errands or occasionally having passengers ride in the CITY-owned or leased vehicle. The parties acknowledge that RISTOW'S daily commuting expenses shall be treated as taxable income on RISTOW'S W-2 Form, and shall not be reimbursed to the CITY.

### **Section 7 - Dues, Memberships and Professional Development**

A. CITY agrees to budget and pay the professional dues and subscriptions of RISTOW'S continued and full-membership to the Nebraska City Management Association (NCMA), Nebraska Economic Development Association (NEDA), and other national, regional, state and local associations and organizations necessary and desirable for RISTOW'S continued professional growth and advancement, and for the good of the CITY.

B. CITY agrees to budget and to pay travel and subsistence expenses of RISTOW for professional travel, meetings, and occasions adequate to continue the professional development of RISTOW, and adequately to pursue necessary official and other functions for the CITY, and for short courses, workshops, seminars, and institutes that are necessary and desirable for RISTOW'S continued professional development and for the good of the CITY. RISTOW, with the written approval of the Mayor may attend the NCMA Summer Conference, NEDA Fall and Summer Conferences, and League of Nebraska Municipalities Annual Conference, Midwinter Conference, Municipal Accounting & Finance Conference, and Utilities/Public Works Section Annual Conference and the costs of such conferences as well as travel and subsistence expenses shall be paid by the City.

C. CITY recognizes the desirability of representation in and before local, civic, and other organizations, and RISTOW is authorized to become a member of such civic clubs or organizations as he may deem appropriate, provided the CITY will pay membership dues for one (1) such club selected by RISTOW.

### **Section 8 - Expenses**

RISTOW may be required as a condition of employment to incur reasonable and necessary expenses in connection with his duties. RISTOW shall be reimbursed by CITY for such expenses in accordance with CITY'S expense reimbursement policy.

### **Section 9 - Residency Requirement**

RISTOW will maintain his permanent domicile and residency within the corporate or extra-territorial zoning limits of Bellevue, Nebraska.

### **Section 10 - Disability**

If RISTOW is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive work weeks beyond any accrued PTO or for twenty (20) working days over a thirty (30) working day period, CITY shall have the option to terminate this Agreement subject to lump sum payment requirements of Section 3, paragraphs A(2) and A(3). RISTOW shall also be compensated for any accrued PTO, holidays and other accrued benefits.

### **Section 11 - Hours of Work**

It is recognized that RISTOW'S duties compensated by the salary and benefits herein established may and will require the commitment of time above and beyond normal business hours, including evening and weekend hours, and that RISTOW will be expected to devote more than a standard forty hour work week to perform those duties, and to that end, RISTOW shall be allowed to establish an appropriate work schedule. In the event that RISTOW has had to devote an unusual amount of time toward certain projects and/or city general matters, RISTOW may, with the written permission of the Mayor, take time off that is paid and not be a charge against his PTO, provided however, that such time off shall be used for the period requested or otherwise forfeited and shall not be added or accrued to PTO.

### **Section 12 - No Reduction of Benefits**

This section purposely left blank.

### **Section 13 - Job Performance Evaluation**

The Mayor shall review and evaluate the performance of RISTOW semi-annually through a performance management system. The Mayor and RISTOW shall jointly develop six (6) month performance goals upon which his job performance shall be evaluated. A performance pay adjustment may be made annually based upon the results of the evaluations in an amount to be determined by the Mayor, but in no event, shall the increase exceed 5%. The City Council shall be notified that the Mayor's written evaluation of RISTOW shall be available for review and inspection by the City Council at the Mayor's office. The contents of such evaluation are a personnel matter and shall remain confidential. The performance pay adjustment shall be added to the base salary which sets the new base salary beginning each anniversary of the effective date of this Agreement and this Agreement shall be automatically amended to reflect such adjustment.

### **Section 14 - Indemnification**

CITY shall defend, save harmless and indemnify RISTOW against any claim or demand or other legal action, whenever groundless or otherwise arising out of any act or omission incurred in the performance of RISTOW'S duties of City Administrator. (This indemnification by CITY shall not include any intentional criminal acts or torts committed by RISTOW for which the CITY would not have insurance coverage).

### **Section 15 - Incorporation of Code of Ethics**

Inasmuch as RISTOW is an active member and participant in Nebraska City Management Association (NCMA), the "Code of Ethics" promulgated by NCMA are by this reference made a part thereof. That said Code of Ethics shall furnish principles to govern RISTOW'S conduct and actions as administrator of the CITY.

### **Section 16 - Bonding**

CITY shall bear the full cost of any fidelity or other bonds required of RISTOW under any law or ordinance.

### **Section 17 - Other Terms and Conditions of Employment**

CITY shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of RISTOW, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, CITY Code or any other law or CITY ordinances.

### **Section 18 - Notices**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) CITY: Mayor  
City of Bellevue  
1500 Wall Street  
Bellevue, Nebraska 68005
- (2) RISTOW: James L. Ristow  
4613 Crestview Drive  
Papillion, NE 68133

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil justice practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### **Section 19 - General Provisions**

A. The text herein shall constitute the entire agreement between the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of RISTOW.

C. This Agreement shall become effective commencing December 10, 2018.

D. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof,

shall be deemed severable, shall not be effected and shall remain in full force and effect.

**Section 20 - Waiver of Breach**

The waiver by either the CITY or RISTOW of any breach of any provision of this by the other party shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by both RISTOW and the Mayor.

**Section 21 - Assignment**

RISTOW acknowledges that the services to be rendered by him are unique and personal. Accordingly, RISTOW may not assign any of his rights or delegate any of his duties or obligations under this Agreement.

**Section 22 - Applicable Law**

This Agreement is made pursuant to and shall be governed, construed and enforced in all respects and for all purposes in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, CITY has caused this Employment Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Clerk, and RISTOW has signed and executed this Employment Agreement both in duplicate, on the date and year first above written.

**CITY OF BELLEVUE, NEBRASKA,**  
A Municipal Corporation

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

ATTEST:

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

\_\_\_\_\_  
James L. Ristow, City Administrator

Approved as to Form:

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

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of December 2018, by and between the City of Bellevue, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY" and James L. Ristow, hereinafter referred to as "RISTOW", WITNESSETH:

Formatted: Superscript

WHEREAS, CITY desires to employ the services of RISTOW as its City Administrator, as provided by the Bellevue City Code and Nebraska State Statutes; and

WHEREAS, it is the desire of CITY to provide certain benefits, establish certain conditions of employment, and to set working conditions of RISTOW; and

WHEREAS, RISTOW desires to accept employment as City Administrator of the City of Bellevue, Nebraska.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### Section 1 - Employment and Duties

A. CITY hereby agrees to employ RISTOW, and RISTOW, hereby accepts employment as City Administrator of the City of Bellevue to perform the functions and duties specified in the City Code of the City of Bellevue and to perform such other legal and proper duties and functions as the Mayor and City Council shall assign.

B. The parties agree that the terms of this Agreement do not supersede the provision of state statutes for the State of Nebraska. To the extent that they do conflict, state statutes shall prevail.

### Section 2 - Term

A. This Agreement shall expire at the end of the elected term of the current Mayor of the City of Bellevue and until RISTOW'S successor is appointed, unless sooner terminated as herein after provided. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of CITY to terminate the services of RISTOW at any time prior to the end of the term, subject only to the provisions set forth in Section 3, of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of RISTOW to resign at any time from his position with CITY, subject only to the provision set forth in Section 3, paragraph B, of this Agreement. However, the resignation of RISTOW shall allow RISTOW the right to provide CITY with a release of all claims.

C. RISTOW agrees to remain in the exclusive employment of CITY until termination or resignation as provided in Section 3 of this Agreement occurs. RISTOW shall not

use any confidential information obtained through his position as City Administrator for personal gain. Both parties acknowledge that exclusive employment shall mean that RISTOW shall not accept any outside employment from any source whatsoever without first obtaining written approval from CITY. Outside employment shall not be construed to include occasional teaching, writing or consulting performed on RISTOW'S time off. It is further understood that any activity of this nature outside of the workplace cannot represent a conflict of interest.

### **Section 3 - Termination**

A(1). The Mayor with the approval of the City Council shall have the right at any time during the term of this Agreement to terminate RISTOW for just cause. "Just Cause" is defined as: (a) a conviction for a felony or any misdemeanor involving moral turpitude, (b) breach of this Agreement, or (c) commission of any dischargeable offense as defined in the Personnel Rules of the City of Bellevue.

A(2). In the event the Mayor, with approval of the City Council, during the term of this Agreement, terminates RISTOW for any or no reason other than Just Cause, the CITY agrees to pay RISTOW in a single lump-sum payment of six (6) months of RISTOW's base salary, excluding the CITY's obligation for retirement, and any other insurance, benefits or allowances for said six (6) month period, within thirty (30) days of termination of RISTOW'S employment in exchange for a Release of all Claims against the CITY by the City Administrator. Upon payment of such lump sum payment to RISTOW, RISTOW does hereby waive and release the CITY, and its elected and appointed officials, managers, employees, and agents, from any and all claims of any nature whatsoever which may arise by reason of such termination, including, but not limited to an alleged breach of this contract (or any other express or implied contract), or any federal law, state law, or local ordinance, or a constitutional due process claim that RISTOW'S termination by the CITY deprived RISTOW of a property interest and continued employment with the CITY and of a liberty interest in RISTOW'S good name and reputation.

A(3). The lump sum payable under Section 3 Paragraph (A)(2) is based upon the following and to avoid the expense of:

1. Conducting a pre-and post termination grievance hearing which will cost the CITY \$10,625.00 the equivalent of at least one (1) month's salary for the City Administrator.
2. Conducting a Loudermill hearing and "full blown" due process hearing which will cost the CITY \$21,250.00 the equivalent of at least two (2) month's salary for the City Administrator.
3. Defending a discrimination charge brought under the municipal code, state law, and/or federal which will cost the CITY \$21,250.00 the equivalent of at least two (2) month's salary for the City Administrator.

4. Defending a breach of contract claim which will cost the CITY \$10,625.00 the equivalent of at least one (1) month's salary for the City Administrator.
5. RISTOW, in accepting this lump sum payment, agrees after termination of employment with the CITY that he will voluntarily participate and cooperate with the CITY in the defense of the CITY and its elected officials and employees and the prosecution of any action or proceeding about which he has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with the CITY's attorneys at mutually convenient times regarding the facts of the matter and agreeing to make himself available for a deposition and/or trial.
6. Notwithstanding the foregoing, if such termination under subsection A(2) of this Section 3 occurs within the first six (6) months of the term of this Agreement, said lump sum payment shall be reduced to three (3) months and the corresponding expense avoidance provided in subsection A(3) of this Section 3 shall be reduced proportionately as the term of employment shall be of short duration so as to reduce the expenses provided in subsection A(3) of this Section 3.

B. In the event RISTOW voluntarily resigns from his position with the CITY before expiration of the aforesaid term of employment, then RISTOW shall give the CITY two (2) months notice in advance, unless the parties agree otherwise.

C. Notwithstanding the foregoing, in the event this Agreement terminates by virtue of the term as set forth in Section 2 Paragraph A, such termination shall not be deemed a termination by the City or RISTOW but rather by the term of the Agreement and neither party shall have any further obligations to the other party except as those obligations the City has to RISTOW under Section 5. However, such termination shall allow RISTOW the right to provide CITY with releases as designated under Section 3 Paragraph (A)(2) of this Agreement which releases shall in turn trigger the obligation of the CITY to make a lump sum payment of one month's base salary for the City Administrator as agreed upon consideration of such releases.

#### **Section 4 - Salary**

Beginning January 1, 2019, CITY agrees to pay RISTOW for his services rendered pursuant hereto an annual base salary of \$127,500.00. Said annual base salary shall be payable in installments at the same time as other employees of the CITY are paid. Other than by amendment or the provisions of Section 13, said salary shall not be adjusted regardless of any step level, longevity increases, or similar adjustments made to any other group of regular, full-time employees. Notwithstanding the foregoing, for hours worked prior to January 1, 2019, RISTOW

will work part-time and be paid \$62.00 per hour.

#### **Section 5 - Benefits**

A. CITY agrees to provide RISTOW professional liability insurance for the actions of RISTOW conducted within the scope of his employment with the CITY.

B. Except as provided or specifically addressed or altered in this Employment Agreement, RISTOW shall receive similar benefits granted to other CITY directors other than police or fire, subject to any limitations or restrictions thereon applicable to such directors, including by illustration only and not limited to health, hospitalization, surgical, dental, long-term disability insurance and life insurance; retirement, pension, or deferred compensation; holiday; and other group benefit programs extended to employees for their voluntary participation.

C. In lieu of sick, vacation, personal and compensatory time leave RISTOW shall be entitled to ten (10) days paid time off (hereinafter referred to as "PTO") commencing January 1, 2019. RISTOW shall, thereafter, earn PTO of 2.5 days per month. On January 1<sup>st</sup>, termination or retirement, any unused PTO in excess of ten (10) days shall be paid to RISTOW based upon 100% of his base salary. PTO may be used immediately upon the effective date of this Agreement despite any other policies or practices of the City.

D. Upon commencement of RISTOW'S employment, the CITY agrees to match RISTOW'S contribution to CITY'S general employees pension plan in the same percentage of his monthly salary as the budgeted CITY contribution provided to CITY'S other general employees (excluding police and fire). RISTOW may participate in the self-funded 457(b) Plan.

E. CITY shall provide RISTOW with a desktop computer, laptop computer and cell phone required for RISTOW to perform the job and to maintain effective communication.

F. Notwithstanding any other policy or practice to the contrary, and except as otherwise provided herein, RISTOW shall not be entitled to contribution toward his or his family's health insurance premiums after his employment with the CITY.

#### **Section - 6 Automobile**

CITY shall provide RISTOW use of a CITY-owned or leased automobile for work related purposes. RISTOW shall also be allowed de minimis personal use of the CITY-owned or leased vehicle to include but not be limited to occasional personal errands or occasionally having passengers ride in the CITY-owned or leased vehicle. The parties acknowledge that RISTOW'S daily commuting expenses shall be treated as taxable income on RISTOW'S W-2 Form, and shall not be reimbursed to the CITY.

### **Section 7 - Dues, Memberships and Professional Development**

A. CITY agrees to budget and pay the professional dues and subscriptions of RISTOW'S continued and full-membership to the ~~International City/County Management Association (ICMA)~~, Nebraska City Management Association (NCMA), Nebraska Economic Development Association (NEDA), and other national, regional, state and local associations and organizations necessary and desirable for RISTOW'S continued professional growth and advancement, and for the good of the CITY.

B. CITY agrees to budget and to pay travel and subsistence expenses of RISTOW for professional travel, meetings, and occasions adequate to continue the professional development of RISTOW, and adequately to pursue necessary official and other functions for the CITY, and for short courses, workshops, seminars, and institutes that are necessary and desirable for RISTOW'S continued professional development ~~and his City Manager Credentialing~~, and for the good of the CITY. RISTOW, with the written approval of the Mayor may attend the NCMA Summer Conference, ~~ICMA Annual Conference~~, NEDA Fall and Summer Conferences, and League of Nebraska Municipalities Annual Conference, Midwinter Conference, Municipal Accounting & Finance Conference, and Utilities/Public Works Section Annual Conference and the costs of such conferences as well as travel and subsistence expenses shall be paid by the City.

C. CITY recognizes the desirability of representation in and before local, civic, and other organizations, and RISTOW is authorized to become a member of such civic clubs or organizations as he may deem appropriate, provided the CITY will pay membership dues for one (1) such club selected by RISTOW.

### **Section 8 - Expenses**

RISTOW may be required as a condition of employment to incur reasonable and necessary expenses in connection with his duties. RISTOW shall be reimbursed by CITY for such expenses in accordance with CITY's expense reimbursement policy.

### **Section 9 - Residency Requirement**

RISTOW will maintain his permanent domicile and residency within the corporate ~~or~~ extra-territorial zoning limits of Bellevue, Nebraska.

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It is recognized that RISTOW'S duties compensated by the salary and benefits herein established may and will require the commitment of time above and beyond normal business hours, including evening and weekend hours, and that RISTOW will be expected to devote more than a standard forty hour work week to perform those duties, and to that end, RISTOW shall be allowed to establish an appropriate work schedule. In the event that RISTOW has had to devote an unusual amount of time toward certain projects and/or city general matters, RISTOW may, with the written permission of the Mayor, take time off that is paid and not be a charge against his PTO, provided however, that such time off shall be used for the period requested or otherwise forfeited and shall not be added or accrued to PTO.

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Inasmuch as RISTOW is an active member and participant in [International City/County Management Association \(ICMA\)](#) [Nebraska City Management Association \(NCMA\)](#), the "Code of Ethics" promulgated by [ICMA-NCMA](#) are by this reference made a part thereof. That said Code of Ethics shall furnish principles to govern RISTOW'S conduct and actions as administrator of the CITY.

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CITY shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of RISTOW, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, CITY Code or any other law or CITY ordinances.

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Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) CITY: Mayor  
City of Bellevue  
1500 Wall Street  
Bellevue, Nebraska 68005
- (2) RISTOW: James L. Ristow  
4613 Crestview Drive  
Papillion, NE 68133

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil justice practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

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A. The text herein shall constitute the entire agreement between the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of RISTOW.

C. This Agreement shall become effective commencing December 10, 2018.

D. If any provisions, or any portion thereof, contained in this Agreement is held

unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be effected and shall remain in full force and effect.

**Section 20 - Waiver of Breach**

The waiver by either the CITY or RISTOW of any breach of any provision of this by the other party shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by both RISTOW and the Mayor.

**Section 21 - Assignment**

RISTOW acknowledges that the services to be rendered by him are unique and personal. Accordingly, RISTOW may not assign any of his rights or delegate any of his duties or obligations under this Agreement.

**Section 22 - Applicable Law**

This Agreement is made pursuant to and shall be governed, construed and enforced in all respects and for all purposes in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, CITY has caused this Employment Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Clerk, and RISTOW has signed and executed this Employment Agreement both in duplicate, on the date and year first above written.

**CITY OF BELLEVUE, NEBRASKA,**  
A Municipal Corporation

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

ATTEST:

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

| James L. Ristow, City Administrator

Approved as to Form:

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

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of December 2018, by and between the City of Bellevue, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY" and James Ristow, hereinafter referred to as "RISTOW", WITNESSETH:

WHEREAS, CITY desires to employ the services of RISTOW as its City Administrator, as provided by the Bellevue City Code and Nebraska State Statutes; and

WHEREAS, it is the desire of CITY to provide certain benefits, establish certain conditions of employment, and to set working conditions of RISTOW; and

WHEREAS, RISTOW desires to accept employment as City Administrator of the City of Bellevue, Nebraska.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **Section 1 - Employment and Duties**

A. CITY hereby agrees to employ RISTOW, and RISTOW, hereby accepts employment as City Administrator of the City of Bellevue to perform the functions and duties specified in the City Code of the City of Bellevue and to perform such other legal and proper duties and functions as the Mayor and City Council shall assign.

B. The parties agree that the terms of this Agreement do not supersede the provision of state statutes for the State of Nebraska. To the extent that they do conflict, state statutes shall prevail.

### **Section 2 - Term**

A. This Agreement shall expire at the end of the elected term of the current Mayor of the City of Bellevue and until RISTOW'S successor is appointed, unless sooner terminated as herein after provided. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of CITY to terminate the services of RISTOW at any time prior to the end of the term, subject only to the provisions set forth in Section 3, of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of RISTOW to resign at any time from his position with CITY, subject only to the provision set forth in Section 3, paragraph B, of this Agreement. However, the resignation of RISTOW shall allow RISTOW the right to provide CITY with a release of all claims.

C. RISTOW agrees to remain in the exclusive employment of CITY until termination or resignation as provided in Section 3 of this Agreement occurs. RISTOW shall not use any confidential information obtained through his position as City Administrator for personal gain. Both parties acknowledge that exclusive employment shall mean that RISTOW shall not accept any outside employment from any source whatsoever without first obtaining written approval from CITY. Outside employment shall not be construed to include occasional teaching, writing or consulting performed on RISTOW'S time off. It is further understood that any activity of this nature outside of the workplace cannot represent a conflict of interest.

### **Section 3 - Termination**

A(1). The Mayor with the approval of the City Council shall have the right at any time during the term of this Agreement to terminate RISTOW for just cause. "Just Cause" is defined as: (a) a conviction for a felony or any misdemeanor involving moral turpitude, (b) breach of this Agreement, or (c) commission of any dischargeable offense as defined in the Personnel Rules of the City of Bellevue.

A(2). In the event the Mayor, with approval of the City Council, during the term of this Agreement, terminates RISTOW for any or no reason other than Just Cause, the CITY agrees to pay RISTOW in a single lump-sum payment of six (6) months of RISTOW'S base salary, excluding the CITY'S obligation for retirement, and any other insurance, benefits or allowances for said six (6) month period, within thirty (30) days of termination of RISTOW'S employment in exchange for a Release of all Claims against the CITY by the City Administrator. Upon payment of such lump sum payment to RISTOW, RISTOW does hereby waive and release the CITY, and its elected and appointed officials, managers, employees, and agents, from any and all claims of any nature whatsoever which may arise by reason of such termination, including, but not limited to an alleged breach of this contract (or any other express or implied contract), or any federal law, state law, or local ordinance, or a constitutional due process claim that RISTOW'S termination by the CITY deprived RISTOW of a property interest and continued employment with the CITY and of a liberty interest in RISTOW'S good name and reputation.

A(3). The lump sum payable under Section 3 Paragraph (A)(2) is based upon the following and to avoid the expense of:

1. Conducting a pre-and post termination grievance hearing which will cost the CITY \$10,625.00 the equivalent of at least one (1) month's salary for the City Administrator.
2. Conducting a Loudermill hearing and "full blown" due process hearing which will cost the CITY \$21,250.00 the equivalent of at least two (2) month's salary for the City Administrator.
3. Defending a discrimination charge brought under the municipal code, state law, and/or federal which will cost the CITY

\$21,250.00 the equivalent of at least two (2) month's salary for the City Administrator.

4. Defending a breach of contract claim which will cost the CITY \$10,625.00 the equivalent of at least one (1) month's salary for the City Administrator.
5. RISTOW, in accepting this lump sum payment, agrees after termination of employment with the CITY that he will voluntarily participate and cooperate with the CITY in the defense of the CITY and its elected officials and employees and the prosecution of any action or proceeding about which he has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with the CITY's attorneys at mutually convenient times regarding the facts of the matter and agreeing to make himself available for a deposition and/or trial.
6. Notwithstanding the foregoing, if such termination under subsection A(2) of this Section 3 occurs within the first six (6) months of the term of this Agreement, said lump sum payment shall be reduced to three (3) months and the corresponding expense avoidance provided in subsection A(3) of this Section 3 shall be reduced proportionately as the term of employment shall be of short duration so as to reduce the expenses provided in subsection A(3) of this Section 3.

B. In the event RISTOW voluntarily resigns from his position with the CITY before expiration of the aforesaid term of employment, then RISTOW shall give the CITY two (2) months notice in advance, unless the parties agree otherwise.

C. Notwithstanding the foregoing, in the event this Agreement terminates by virtue of the term as set forth in Section 2 Paragraph A, such termination shall not be deemed a termination by the City or RISTOW but rather by the term of the Agreement and neither party shall have any further obligations to the other party except as those obligations the City has to RISTOW under Section 5. However, such termination shall allow RISTOW the right to provide CITY with releases as designated under Section 3 Paragraph (A)(2) of this Agreement which releases shall in turn trigger the obligation of the CITY to make a lump sum payment of one month's base salary for the City Administrator as agreed upon consideration of such releases.

#### **Section 4 - Salary**

Beginning January 1, 2019, CITY agrees to pay RISTOW for his services rendered pursuant hereto an annual base salary of \$127,500.00. Said annual base salary shall be payable in installments at the same time as other employees of the CITY are paid. Other than by amendment or the provisions of Section 13, said salary shall not be adjusted regardless of any step level,

longevity increases, or similar adjustments made to any other group of regular, full-time employees. Notwithstanding the foregoing, for hours worked prior to January 1, 2019, RISTOW will work part-time and be paid \$62.00 per hour.

#### **Section 5 - Benefits**

A. CITY agrees to provide RISTOW professional liability insurance for the actions of RISTOW conducted within the scope of his employment with the CITY.

B. Except as provided or specifically addressed or altered in this Employment Agreement, RISTOW shall receive similar benefits granted to other CITY directors other than police or fire, subject to any limitations or restrictions thereon applicable to such directors, including by illustration only and not limited to health, hospitalization, surgical, dental, long-term disability insurance and life insurance; retirement, pension, or deferred compensation; holiday; and other group benefit programs extended to employees for their voluntary participation.

C. In lieu of sick, vacation, personal and compensatory time leave RISTOW shall be entitled to ten (10) days paid time off (hereinafter referred to as "PTO") commencing January 1, 2019. RISTOW shall, thereafter, earn PTO of 2.5 days per month. On January 1<sup>st</sup>, termination or retirement, any unused PTO in excess of ten (10) days shall be paid to RISTOW based upon 100% of his base salary. PTO may be used immediately upon the effective date of this Agreement despite any other policies or practices of the City.

D. Upon commencement of RISTOW'S employment, the CITY agrees to match RISTOW'S contribution to CITY'S general employees pension plan in the same percentage of his monthly salary as the budgeted CITY contribution provided to CITY'S other general employees (excluding police and fire). RISTOW may participate in the self-funded 457(b) Plan.

E. CITY shall provide RISTOW with a desktop computer, laptop computer and cell phone required for RISTOW to perform the job and to maintain effective communication.

F. Notwithstanding any other policy or practice to the contrary, and except as otherwise provided herein, RISTOW shall not be entitled to contribution toward his or his family's health insurance premiums after his employment with the CITY.

#### **Section - 6 Automobile**

CITY shall provide RISTOW use of a CITY-owned or leased automobile for work related purposes. RISTOW shall also be allowed de minimis personal use of the CITY-owned or leased vehicle to include but not be limited to occasional personal errands or occasionally having passengers ride in the CITY-owned or leased vehicle. The parties acknowledge that RISTOW'S daily commuting expenses shall be treated as taxable income on RISTOW'S W-2 Form, and shall not be reimbursed to the CITY.

### **Section 7 - Dues, Memberships and Professional Development**

A. CITY agrees to budget and pay the professional dues and subscriptions of RISTOW'S continued and full-membership to the International City/County Management Association (ICMA), Nebraska City Management Association (NCMA), Nebraska Economic Development Association (NEDA), and other national, regional, state and local associations and organizations necessary and desirable for RISTOW'S continued professional growth and advancement, and for the good of the CITY.

B. CITY agrees to budget and to pay travel and subsistence expenses of RISTOW for professional travel, meetings, and occasions adequate to continue the professional development of RISTOW, and adequately to pursue necessary official and other functions for the CITY, and for short courses, workshops, seminars, and institutes that are necessary and desirable for RISTOW'S continued professional development and his City Manager Credentialing, and for the good of the CITY. RISTOW, with the written approval of the Mayor may attend the NCMA Summer Conference, ICMA Annual Conference, NEDA Fall and Summer Conferences, and League of Nebraska Municipalities Annual Conference, Midwinter Conference, Municipal Accounting & Finance Conference, and Utilities/Public Works Section Annual Conference and the costs of such conferences as well as travel and subsistence expenses shall be paid by the City.

C. CITY recognizes the desirability of representation in and before local, civic, and other organizations, and RISTOW is authorized to become a member of such civic clubs or organizations as he may deem appropriate, provided the CITY will pay membership dues for one (1) such club selected by RISTOW.

### **Section 8 - Expenses**

RISTOW may be required as a condition of employment to incur reasonable and necessary expenses in connection with his duties. RISTOW shall be reimbursed by CITY for such expenses in accordance with CITY's expense reimbursement policy.

### **Section 9 - Residency Requirement**

RISTOW will maintain his permanent domicile and residency within the corporate limits of Bellevue, Nebraska.

### **Section 10 - Disability**

If RISTOW is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive work weeks beyond any accrued PTO or for twenty (20) working days over a thirty (30) working day period, CITY shall have the option to terminate this Agreement subject to lump sum payment requirements of Section 3, paragraphs A(2) and A(3). RISTOW shall also be compensated for any accrued PTO, holidays and other accrued benefits.

### **Section 11 - Hours of Work**

It is recognized that RISTOW'S duties compensated by the salary and benefits herein established may and will require the commitment of time above and beyond normal business hours, including evening and weekend hours, and that RISTOW will be expected to devote more than a standard forty hour work week to perform those duties, and to that end, RISTOW shall be allowed to establish an appropriate work schedule. In the event that RISTOW has had to devote an unusual amount of time toward certain projects and/or city general matters, RISTOW may, with the written permission of the Mayor, take time off that is paid and not be a charge against his PTO, provided however, that such time off shall be used for the period requested or otherwise forfeited and shall not be added or accrued to PTO.

### **Section 12 - No Reduction of Benefits**

This section purposely left blank.

### **Section 13 - Job Performance Evaluation**

The Mayor shall review and evaluate the performance of RISTOW semi-annually through a performance management system. The Mayor and RISTOW shall jointly develop six (6) month performance goals upon which his job performance shall be evaluated. A performance pay adjustment may be made annually based upon the results of the evaluations in an amount to be determined by the Mayor, but in no event, shall the increase exceed 5%. The City Council shall be notified that the Mayor's written evaluation of RISTOW shall be available for review and inspection by the City Council at the Mayor's office. The contents of such evaluation are a personnel matter and shall remain confidential. The performance pay adjustment shall be added to the base salary which sets the new base salary beginning each anniversary of the effective date of this Agreement and this Agreement shall be automatically amended to reflect such adjustment.

### **Section 14 - Indemnification**

CITY shall defend, save harmless and indemnify RISTOW against any claim or demand or other legal action, whenever groundless or otherwise arising out of any act or omission incurred in the performance of RISTOW'S duties of City Administrator. (This indemnification by CITY shall not include any intentional criminal acts or torts committed by RISTOW for which the CITY would not have insurance coverage).

### **Section 15 - Incorporation of Code of Ethics**

Inasmuch as RISTOW is an active member and participant in International City/County Management Association (ICMA), the "Code of Ethics" promulgated by ICMA are by this reference made a part thereof. That said Code of Ethics shall furnish principles to govern RISTOW'S conduct and actions as administrator of the CITY.

### **Section 16 - Bonding**

CITY shall bear the full cost of any fidelity or other bonds required of RISTOW under any law or ordinance.

### **Section 17 - Other Terms and Conditions of Employment**

CITY shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of RISTOW, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, CITY Code or any other law or CITY ordinances.

### **Section 18 - Notices**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) CITY: Mayor  
City of Bellevue  
1500 Wall Street  
Bellevue, Nebraska 68005
- (2) RISTOW: James Ristow  
4613 Crestview Drive  
Papillion, NE 68133

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil justice practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### **Section 19 - General Provisions**

A. The text herein shall constitute the entire agreement between the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of RISTOW.

C. This Agreement shall become effective commencing December 10, 2018.

D. If any provisions, or any portion thereof, contained in this Agreement is held

unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be effected and shall remain in full force and effect.

#### **Section 20 - Waiver of Breach**

The waiver by either the CITY or RISTOW of any breach of any provision of this by the other party shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by both RISTOW and the Mayor.

#### **Section 21 - Assignment**

RISTOW acknowledges that the services to be rendered by him are unique and personal. Accordingly, RISTOW may not assign any of his rights or delegate any of his duties or obligations under this Agreement.

#### **Section 22 - Applicable Law**

This Agreement is made pursuant to and shall be governed, construed and enforced in all respects and for all purposes in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, CITY has caused this Employment Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Clerk, and RISTOW has signed and executed this Employment Agreement both in duplicate, on the date and year first above written.

**CITY OF BELLEVUE, NEBRASKA,**  
A Municipal Corporation

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

ATTEST:

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

\_\_\_\_\_  
James Ristow, City Administrator

Approved as to Form:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

8a  
~~11-13-18~~  
~~11-20-18~~  
7a  
12-10-18

COUNCIL MEETING DATE:	October 8, 2018	AGENDA ITEM TYPE:	
SUBMITTED BY:  Chris Shewchuk, Planning Director <i>CS</i>		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input checked="" type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request to rezone Tax Lot 1, except right-of-way, Section 7, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, from AG to BN for the purpose of a business office. Applicant: Matt Ricchini. Location: 4803 Capehart Road.

SYNOPSIS:

Matt Ricchini is requesting a change of zone from AG to BN in order to use the existing house on this site as an office for his insurance business.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended denial of this change of zone request.

BACKGROUND:

Matt Ricchini is requesting a change of zone from AG to BN Neighborhood Business for the lot located at 4803 Capehart Road. There is currently a single family residence on the lot; Mr. Ricchini wants to utilize the existing structure as an insurance office. This request is not in conformance with the Future Land Use Map of the Comprehensive Plan and there is no other commercial zoning in this area of Capehart Road; staff believes approval of this request would be an illegal "spot zone". Staff is also concerned about future access to this site in the event improvements are made to the intersection of 48th Street and Capehart Road. Such improvements could reduce or eliminate access to the site from 48th Street. There is an access easement to this lot from the west through the Falcon Pointe subdivision, but it is not desirable to have a commercial access through a residential development. Additionally, once the zoning is changed it will stay with the land (unless changed again by Council) and when Mr. Ricchini vacates the property it could be used for any number of commercial uses allowed in the BN zoning district.

ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff report
- 3 Proposed Ordinance

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Signature]*  
*n/a*  
*[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Matt Ricchini

LOCATION: 4803 Capehart Road

CASE #: Z-1808-04

CITY COUNCIL HEARING DATE: October 22, 2018

REQUEST: to rezone Tax Lot 1, except right-of-way, located in the Northeast ¼ of Section 7, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG to BN for the purpose of a business office.

On September 20, 2018, the City of Bellevue Planning Commission voted six yes, zero no, zero abstained, and two absent to recommend:

***DENIAL*** based upon lack of conformance with the Comprehensive Plan, and lack of long range compatibility with the surrounding residential developments.

### VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Perrin						Baumgartner
	Cain						Smith
	Jacobson						
	Ackley						
	Casey						

Planning Commission Hearing (s) was held on: September 20, 2018

# **CITY OF BELLEVUE PLANNING DEPARTMENT**

## **RECOMMENDATION REPORT # 2**

**CASE NUMBERS:** Z-1808-04

**FOR HEARING OF:**

**REPORT #1:** September 20, 2018

**REPROT #2:** October 22, 2018

### **I. GENERAL INFORMATION**

#### **A. APPLICANT:**

Matt Ricchini  
2211 Capehart Road  
Suite 106  
Bellevue, NE 68123

#### **B. PROPERTY OWNER:**

Kevin and Cheryl Mills  
4803 Capehart Road  
Papillion, NE 68133

#### **C. LOCATION:**

4803 Capehart Road

#### **D. LEGAL DESCRIPTION:**

Tax Lot 1, Except Right-of-Way, located in the Northeast  $\frac{1}{4}$  of Section 7, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### **E. REQUESTED ACTION:**

Rezone Tax Lot 1, Except Right-of-Way, from AG to BN.

#### **F. EXISTING ZONING AND LAND USE:**

AG, Single Family Residential

#### **G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning for a business office.

#### **H. SIZE OF SITE:**

The site is approximately .91 acres.

### **II. BACKGROUND INFORMATION**

#### **A. EXISTING CONDITION OF SITE:**

The site is presently developed with a single family residence constructed in 1991 and a 1,200 square foot pole building.

#### **B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

1. **North:** Vacant/Agricultural, AG
2. **East:** Vacant (newly platted Belle Lago subdivision), RG-28
3. **South:** Vacant (newly platted Falcon Pointe subdivision), RS-72
4. **West:** Vacant (newly platted Falcon Pointe subdivision), RS-72

#### **C. REVELANT CASE HISTORY:**

1. On September 20, 2018, the Planning Commission recommended denial of a request to rezone Tax Lot 1, except right-of-way, located in the Northeast ¼ of Section 7, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG to BN for the purpose of a business office.

#### **D. APPLICABLE REGULATIONS:**

Section 5.20, Zoning Ordinance, regarding BN uses and requirements.

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as medium density residential.

#### **B. OTHER PLANS:**

None

#### **C. TRAFFIC AND ACCESS:**

1. There is no traffic data available for this area.
2. The property has access from a private drive off of South 48<sup>th</sup> Street.

#### **D. UTILITIES:**

With the residential development happening adjacent to this property, all utilities will be available to serve the area.

#### **E. ANALYSIS:**

1. Matt Ricchini has submitted a request to rezone Tax Lot 1, except right-of-way, located in the Northeast ¼ of Section 7, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, from AG to BN for the purpose of a business office.
2. This property is presently a non-conforming Agricultural zoned lot. The property is less than one acre, while the minimum lot size for AG lots is 20 acres.
3. The applicant has indicated he would like to operate his State Farm Insurance business on the property. He intends to use the existing single family residence for this purpose if the requested change of zone is approved.
4. The intent of the BN district is to provide for limited commercial uses serving the common and frequent needs of the residents of the immediate vicinity.
5. The area immediately south of the Capehart Road and 48<sup>th</sup> Street intersection is being developed residentially. In the past year, approximately 140 acres adjacent to this property have been platted as residential properties and are in the process of being developed. There have been 280 single family residential lots platted, as well as one multi-family residential lot.
6. This property has access from S. 48<sup>th</sup> Street. Due to controlled access along Capehart Road, this property will not have access to Capehart Road in the future. It is also safe to assume at some point in the future, improvements will need to be made to 48<sup>th</sup> Street as well which will limit the full access this property currently has. An access easement was provided for on the adjacent Outlot A, Falcon Pointe, for the purpose of this property taking access through the Falcon Pointe subdivision in the future.
7. The Future Land Use Map of the Comprehensive Plan identifies this area as medium density residential. With the residential development presently occurring adjacent to this property, there will not be other commercial properties along the south side of Capehart Road at 48<sup>th</sup> Street. Subsequently, staff views the rezoning of this small parcel as spot zoning and not suitable for the area.

Short term, the proposed use could work with the surrounding residential development; however, long range planning suggests spot zoning this parcel as commercial is not appropriate. The zoning will run with the land, and remain after the applicant moves on from the property. Once the insurance office has closed,

this small lot will not likely be desirable for commercial businesses. This will be due to the residential nature of the area, as well as the likely future restricted access.

There are several large properties near 36<sup>th</sup> Street and Capehart Road which are zoned commercially and remain undeveloped. As such, staff believes this will be the future commercial center which services the area.

8. This application was sent out for review by the following departments and individuals: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, and the Springfield Platteview Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Mike Christensen, Chief Building Official, commented a change of occupancy from residential to commercial will require the entire building to be brought into code compliance with the new occupancy. This would include ADA compliance.

No other comments were received in this case.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

DENIAL based upon lack of conformance with the Comprehensive Plan, and lack of long range compatibility with the surrounding residential developments.

**V. PLANNING COMMISSION RECOMMENDATION**

DENIAL based upon lack of conformance with the Comprehensive Plan, and lack of long range compatibility with the surrounding residential developments.

**VI. ATTACHMENTS TO REPORT**


1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Justification letter received August 15, 2018

**VII. COPIES OF REPORT TO:**

1. Matt Ricchini
2. Kevin and Cheryl Mills
3. Public Upon Request



Prepared by:

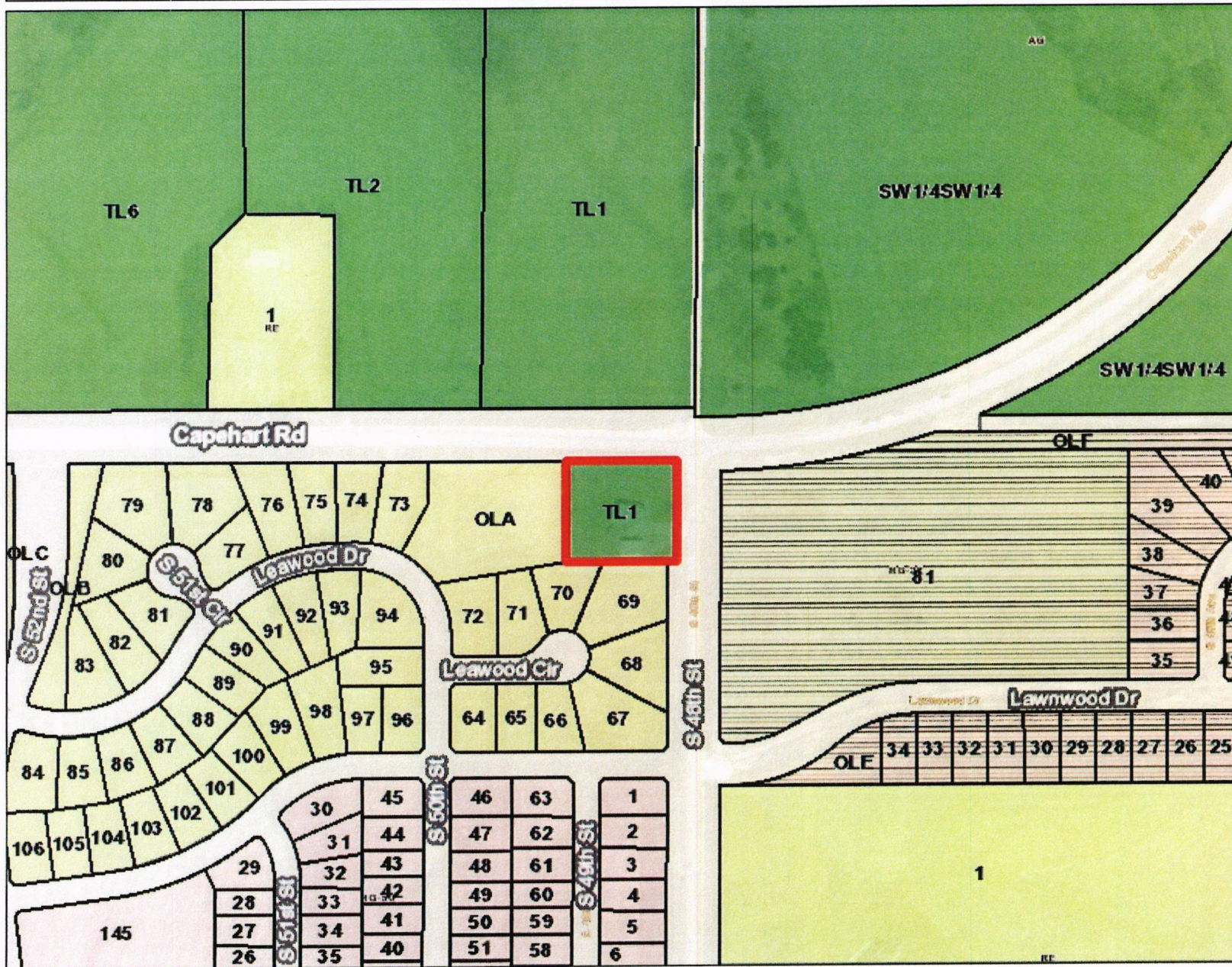


Planning Director

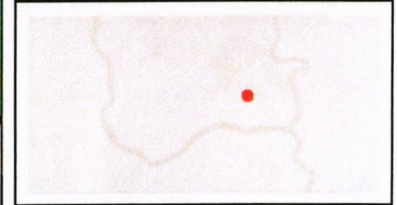
10/2/18

Date of Report

# Zoning Map 4803 Capehart Road



## Location



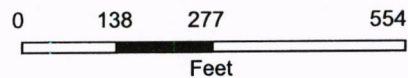
## Legend

Road Centerlines  
2018 Aerial Photo

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



1: 3,321



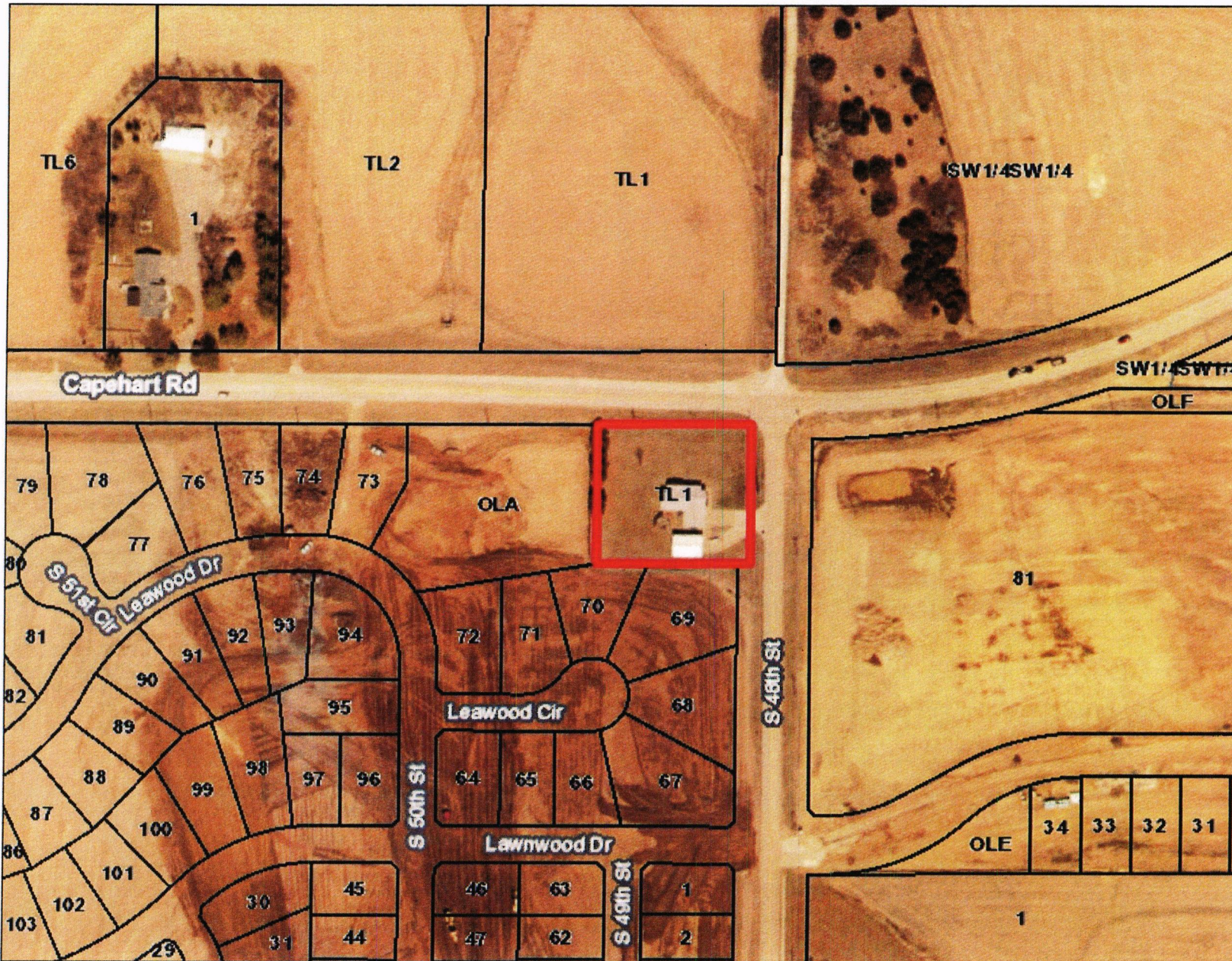
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

## Sarpy County GIS

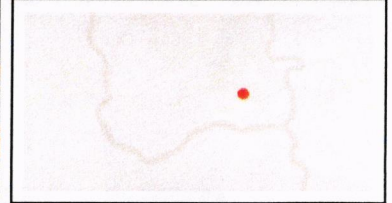


1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
maps.sarpy.com

# 4803 Capehart Road



## Location



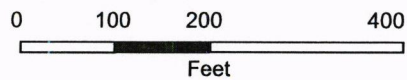
## Legend

Road Centerlines  
2018 Aerial Photo

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



1:2,400



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



**Sarpy County GIS**

1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
[maps.sarpy.com](http://maps.sarpy.com)

Matt Ricchini, Agent RICP  
2211 Capehart Rd. Suite 106  
Bellevue, NE 68123  
Bus. 402-292-1900  
Fax 402-292-1901  
matt.ricchini.qwn2@statefarm.com



August 15, 2018

To: Bellevue Planning Dept.

Re: Written justification of the zoning change

Dear members of the Bellevue Planning Department,

I am asking to have this location rezoned to business use so I can make productive use of the land in the operation of my State Farm Insurance Business. The use of a residential property for a State Farm office has been done in many other cities across the county and has even been done in the past by one of my predecessors, Bob Dragos.

This is a good change of use, as the use for State Farm business does not present a significant change of traffic, modifications to the building, or use that normally comes with an increase in trash, odors, or deliveries trucks bringing goods or inventories. As a member of this business community for the last 13 years, I intend to run my business for the next twenty years and I'd like to keep the business in Bellevue. This location allows me to address my long term goals without disrupting what will be a residential neighborhood.

I would be happy to field any questions or concerns. I can be reached on my personal cell phone at 402-660-2430.

Matt Ricchini  
State Farm Agent/Owner

RECEIVED

AUG 15 2018

PLANNING DEPT.

Item  
7a 8a

**Sabrina Ohnmacht**

---

**From:** Matt Ricchini <matt.ricchini.qwn2@statefarm.com>  
**Sent:** Thursday, October 18, 2018 10:22 AM  
**To:** Sabrina Ohnmacht  
**Cc:** Matt Ricchini  
**Subject:** Will you please add this to Monday night City Council Packet?

Below is information from the Sarpy County Roads department regarding information about access to 4803 Capehart Road. This is information I believe the City Council Members need to know.

From: "Pat Dowse" <[pdowse@sarpy.com](mailto:pdowse@sarpy.com)<<mailto:pdowse@sarpy.com>>>  
Date: Tue, Oct 2, 2018 at 7:16 PM -0500  
Subject: Re: 4803 Capehart Road rezoning: Information requested  
To: "Brian Zuger" <[bzuger@sarpy.com](mailto:bzuger@sarpy.com)<<mailto:bzuger@sarpy.com>>>

Brian,

After taking a cursory review of the property in question, it would be difficult to say at this time if and/or when the County would need or require the 48th access to change in location and/or be reduced to less than full access, as it currently unclear if 48th Street will ever be upgraded in classification from a Collector road to an Arterial road, or what the ultimate configuration of either Capehart Road or 48th Street will be in the vicinity of the of the property in question.

As it would appear the only public access to this property is currently off of 48th Street, if the access needs to be modified or moved to better accommodate traffic movements or potential stacking out onto 48th Street and/or Capehart Road, the access may need to be moved south, and/or the access may then need to be reduced to right-in/right-out via a channelized median along 48th Street. A traffic study of the proposed redevelopment should be conducted as to ensure stacking out into 48th Street and potentially Capehart Road is either mitigated or eliminated, or that potential uses of the property are limited to only low traffic generators.

Again, not knowing all the details of Bellevue's Master Plan and/or Transportation Plan, nor what specific traffic impacts would be expected due to redevelopment of the property in question, it would be fairly difficult to nail down the extents of any needed access and/or corridor modifications at this time.

Please feel free to let me know if you have any questions. Have a good evening.

Thanks,  
Patrick M. Dowse, P.E.  
Chief Deputy Engineer  
Sarpy County Public Works  
15100 South 84th Street  
Papillion, NE 68046-4627

402-537-6900 Office  
402-537-6917 Direct  
402-885-1590 Mobile  
402-537-6955 Fax  
[pdowse@sarpy.com](mailto:pdowse@sarpy.com)<<mailto:pdowse@sarpy.com>>

From: Brian Zuger  
Sent: Thursday, September 27, 2018 2:00 PM  
To: Bruce Fountain <[bfountain@sarpy.com](mailto:bfountain@sarpy.com)>; Donna Lynam <[dlynam@sarpy.com](mailto:dlynam@sarpy.com)>  
Subject: FW: 4803 Capehart Road rezoning: Information requested

Bruce & Donna

Matt reached out to me with some questions...

Can the three of us discuss this next week when you are back.

Thanks

Brian Zuger

Sent from Mail<<https://go.microsoft.com/fwlink/?LinkId=550986>> for Windows 10

From: Matt Ricchini<[matt.ricchini.qwn2@statefarm.com](mailto:matt.ricchini.qwn2@statefarm.com)>

Sent: Tuesday, September 18, 2018 3:53 PM

To: Brian Zuger<<mailto:bzuger@sarpy.com>>

Subject: 4803 Capehart Road rezoning: Information requested

Brian,

I'm currently in the application process to rezone 4803 Capehart so I can run my State Farm office from that location.

In the recommendation report, it says that the County Planning Department was sent my application but no comments were received.

Since the roads are currently county roads I would like to know how the county roads dept. would handle an improvement project at that intersection.

If they would cut off access from 48th street and require the use of an access road along out lot A, I will not continue with the purchase of this property.

I'd like to know the likelihood of this potential situation. Since the county has jurisdiction over the roads decision and I'm dealing with Bellevue's Planning Department, I'd love to have the county speak as to their plans/intentions if it came down to a road project there. Your assistance in helping me get more information is appreciated. I'd really like to own this place, but not if it's going to require access from the neighborhood behind it in 10 years or so.

**Matthew Ricchini, Agent RICP®**

**Retirement Income Certified Professional®**

*Providing Insurance and Financial Services*

2211 Capehart Road Suite 106

Bellevue, Ne 68123

Bus 402.292.1900 Fax 402.292.1901

[Matt@TeamRicchini.com](mailto:Matt@TeamRicchini.com)

NMLS MLO# 307938 | Nebraska MLO# 307938 | State Farm Bank NMLS# 139716

9a  
8a

## Sabrina Ohnmacht

---

**From:** info@carolblood.com  
**Sent:** Monday, October 22, 2018 3:13 PM  
**To:** Web Info; Sabrina Ohnmacht  
**Subject:** New contact request from bellevue.net

Name: Carol Blood  
Email: info@carolblood.com  
Phone: 4025171446

Message: To the Bellevue City Council and Mayor Sanders:

I ask that you include my email in the record for tonight's hearing/2nd reading in reference to the potential rezoning of property for Matt Ricchini. I support his request for a zoning change.

I have known Matt for well over a decade and have been very impressed with his support of the Bellevue community. Although Matt does not live in Bellevue, he chose to bring his business to our community. From the moment he opened his doors, he became active in a long list of activities, including giving financial support to a long list of area causes. Although I am not usually a fan of overriding the Planning Commission, I am a fan of trying to accommodate successful area businesses who want only to keep their name local and not move to another community that might prove to be more accommodating. Matt Ricchini is exactly the type of business man we want to keep in our community. It is my hope that you will consider approving or finding an alternative option to do that very thing. We don't need more businesses leaving Bellevue for reasons we should be able to resolve. Thank you in advance for any consideration.

Original

ORDINANCE NO. 3916

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 4803 CAPEHART ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, having received a recommendation from the city of Bellevue Planning Commission and proper notice having been given and public hearing held as provided by law:

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 3619 is hereby amended to change the zone classification of the following described parcel of land:

Tax Lot1, Exc ROW, located in the Northeast ¼ of Section 7, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From AG (Agricultural District) to BN (Neighborhood Business District)

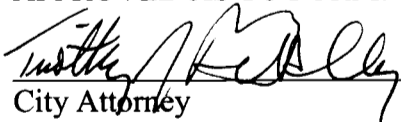
(Matt Ricchini)

Section 2. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 3. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

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

APPROVED AS TO FORM:

  
City Attorney

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: 10-8-18

Second Reading: 10-22-18

Third Reading: 11-13-18, 11-26-18

ORDINANCE RECORD

With  
New  
Section 3

ORDINANCE NO. 3916

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 4803 CAPEHART ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, having received a recommendation from the city of Bellevue Planning Commission and proper notice having been given and public hearing held as provided by law:

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 3619 is hereby amended to change the zone classification of the following described parcel of land:

Tax Lot 1, Exc ROW, located in the Northeast ¼ of Section 7, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From AG (Agricultural District) to BN (Neighborhood Business District)

(Matt Ricchini)

Section 2. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 3. This ordinance shall be void in the event the Development Agreement approved of even date with the applicant or an entity owned by the applicant and the City is not executed within thirty (30) days of this Agreement.

Section 4. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

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

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

7a.1  
12.10.18  
Red-lined

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), by and between THE CITY OF BELLEVUE, NEBRASKA, a municipal corporation (hereinafter referred to as the "City"), and MATTHEW RICCHINI or an entity formed by Matthew Ricchini, (hereinafter referred to as "Developer").

### RECITALS:

A. The Developer is or will be the lawful owner of the following described real property located in Sarpy County, Nebraska, to-wit:

Tax Lot 1, except right of way in Section 7, Township 13 North, Range 13 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska (the "Property")

B. The Developer has made application to rezone the Property from Agricultural AG to Neighborhood Business BN, and the City has approved of such rezoning by Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, 2018, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Permitted; Conditional and Special Uses. The Property may be used or developed only for general office use, a Permitted Use promulgated under Section 5.20.02 of the City of Bellevue Zoning Ordinance, and no other uses.

Section 2. Trail Construction Dedication of Right of Way. ~~Prior to the issuance of a certificate of occupancy, Developer, by this Agreement, shall install an 8' trail along the east boundary hereby dedicates the east 17' of the Property abutting 48<sup>th</sup> Street in accordance with the exact locations and specifications to be approved in writing by City's Public Works Department to the City and the public for right of way and utilities.~~

Section 3. ADA and Other Site Requirements. The Property shall not be utilized or occupied until the Property is brought into code compliance with the new occupancy which shall include, but not be limited to, American Disabilities Act ("ADA") requirements as follows:

- At least one accessible building entrance
- At least one accessible route from an accessible building entrance to primary function areas
- Signage complying with Section 1110 or the International Building Code i.e. parking spaces, loading zones, accessible entrances where not all entrances are accessible, restroom
- Accessible parking, where parking is provided
- At least one accessible passenger loading zone, when loading zones are provided
- At least one accessible route connecting accessible parking and accessible passenger loading zones to an accessible entrance
- At least one unisex restroom

Section 4. Easement. The easement shown on the Falcon Pointe subdivision plat to the Property shall not be modified by the Developer without the written consent of City. Said easement shall be recorded as noted on the plat. ~~In the event that the access on 48<sup>th</sup> Street is eliminated, any improvements necessary for the easement shall be at the Developer's expense.~~

Section 5. Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally, or by telephone facsimile (provided that such Notice is confirmed by delivering an original copy of such Notice on the same day to a nationally recognized overnight courier for delivery to the addressee(s) on the next business day), by nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below. Notices shall be effective upon receipt if delivered personally or by telephone facsimile, or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed; provided notices delivered by telephone facsimile shall also be sent by overnight courier or United States certified mail, return receipt requested. The ~~initial~~ addresses of the parties shall be:

To Developer:

~~Matt Riechini or Riechini Entity~~

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_The owner of the Property at  
\_\_\_\_\_the address listed in the property  
\_\_\_\_\_records of the Sarpy County  
\_\_\_\_\_Assessor's office

To City:

City of Bellevue Planning Department

Attn: City Planning Director

1510 Wall Street

Bellevue, Nebraska 68005

~~or wherever the Planning Department~~

~~is located from time to time~~

~~Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.~~

Section 6. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

Section 7. Amendments. This Agreement may be amended, modified or supplemented in writing by the City and the Developer.

Section 8. Successors and Assigns. This Agreement shall run with the land and shall be binding upon the parties hereto and their successors and assigns.

Section 9. Recordable Agreement. This Agreement shall be indexed and recorded in the Office of the Sarpy County Register of Deeds. Recording fees shall be paid by Developer.

Section 10. Nondiscrimination. Neither the City nor the Developer shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of face, color, sex, age, political or religious opinions or affiliations, national origin or disability.

Section 11. Default. If Developer is in default of this Agreement and remains in default for sixty (60) days after the City sends written notice of such default, in addition to any other remedies available to the City, the City may revert the zoning back to Agricultural AG and Developer shall not object, oppose or appeal the City's action to do so.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

ATTEST:

CITY OF BELLEVUE, NEBRASKA  
a municipal corporation of the first class

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for City of Bellevue

By: \_\_\_\_\_  
Matthew Ricchini

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for Developer

## **DEVELOPMENT AGREEMENT**

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### **RECITALS:**

A. The Developer is or will be the lawful owner of the following described real property located in Sarpy County, Nebraska, to-wit:

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B. The Developer has made application to rezone the Property from Agricultural AG to Neighborhood Business BN, and the City has approved of such rezoning by Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, 2018, subject to the terms and conditions of this Agreement.

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To Developer:                               The owner of the Property at  
the address listed in the property  
records of the Sarpy County  
Assessor's office

To City: City of Bellevue Planning Department  
Attn: City Planning Director  
1510 Wall Street  
Bellevue, Nebraska 68005  
or wherever the Planning Department  
is located from time to time

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**[SIGNATURE PAGE FOLLOWS]**

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ATTEST:

CITY OF BELLEVUE, NEBRASKA  
a municipal corporation of the first class

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for City of Bellevue

By: \_\_\_\_\_  
Matthew Ricchini

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for Developer

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

76  
12.10.18

COUNCIL MEETING DATE:	November 13, 2018	AGENDA ITEM TYPE:
SUBMITTED BY:  Chris Shewchuk, Planning Director <i>CWS</i>	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input checked="" type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request to rezone Lots 1 and 3, College Plaza Addition Replat I, and Lot 5, College Plaza Addition, from BN-PCO and BNH-PCO to BG-PCO for the purpose of commercial development. Applicant: Charv's Contracting. General Location: 1020 Lincoln Road.

SYNOPSIS:

Diane Bruce, for Charv's Contracting, is requesting a change of zone from BN-PCO and BNH-PCO to BG-PCO on three lots generally located at Harvell Drive and Lincoln Road. The BG zoning is required to permit the proposed uses on the property—a dog training and grooming facility and an indoor sports facility.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended approval of this change of zone request.

BACKGROUND:

Diane Bruce, for Charv's Contracting, has submitted a change of zone request for Lots 1 and 3, College Plaza Addition Replat I, and Lot 5, College Plaza Addition. The current zoning of Lots 1 and 5 is BN-PCO and on Lot 3 it is BNH-PCO; the proposed zoning for all three lots is BG-PCO (General Business, Planned Center Overlay). Ms. Bruce has indicated that a dog training/grooming business is proposed to occupy space in the existing building on Lot 3 and she is planning to construct an indoor sports facility on Lot 5. The use for Lot 1 has not been determined. The Planned Center Overlay will require any future construction on the site to receive site plan approval from the City Council after public hearings before the Planning Commission and City Council.

ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff report
- 3 Proposed Ordinance

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Signature]*  
*[Signature]*  
*Molly J. Muller*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Charv's Contracting

LOCATION: 1020 Lincoln Road

CASE #: Z-1808-06

CITY COUNCIL HEARING DATE: November 26, 2018

REQUEST: to rezone Lots 1 and 3, College Plaza Addition Replat I, and Lot 5, College Plaza Addition, from BN-PCO and BNH-PCO to BG-PCO for the purpose of commercial development.

On October 25, 2018, the City of Bellevue Planning Commission voted seven yes, zero no, zero abstained, and one absent to recommend:

**APPROVAL** based upon lack of conformance with the Zoning Ordinance, Comprehensive Plan, and lack of perceived negative impact upon the surrounding commercial and residential properties.

### VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Perrin						Casey
	Cain						
	Baumgartner						
	Jacobson						
	Ackley						
	Ritz						
	Smith						

Planning Commission Hearing (s) was held on: October 25 2018

# **CITY OF BELLEVUE PLANNING DEPARTMENT**

## **RECOMMENDATION REPORT # 2**

**CASE NUMBERS:** Z-1808-06

**FOR HEARING OF:**

**REPORT #1:** October 25, 2018

**REPORT #2:** November 26, 2018

### **I. GENERAL INFORMATION**

#### **A. APPLICANT:**

Charv's Contracting  
Attn: Diane Bruce  
1020 Lincoln Road  
Bellevue, NE 68005

#### **B. PROPERTY OWNER:**

Charv's Contracting  
Attn: Diane Bruce  
1020 Lincoln Road  
Bellevue, NE 68005

#### **C. LOCATION:**

1020 Lincoln Road

#### **D. LEGAL DESCRIPTION:**

Lots 1 and 3, College Plaza Addition Replat I, located in the Southwest ¼ of Section 25 and the Southeast ¼ of Section 26, and Lot 5, College Plaza Addition, located in the Southeast ¼ of Section 26, all located in T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### **E. REQUESTED ACTION:**

Rezone Lots 1 and 3, College Plaza Addition Replat I, and Lot 5, College Plaza Addition, from BNH-PCO and BN-PCO to BG-PCO.

**F. EXISTING ZONING AND LAND USE:**

BN-PCO and BNH-PCO, Commercial and Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning for the purpose of further commercial development on the property; including a doggy daycare and indoor sports facility.

**H. SIZE OF SITE:**

The site is approximately 4.74 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

Lot 1, College Plaza Replat I, and Lot 5, College Plaza Addition, are presently vacant and covered in vegetation.

Lot 3, College Plaza Replat I, is developed with a commercial strip retail center. A portion of the center is filled with the B & B Classic Dogs restaurant. The remaining retail space is presently vacant.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

1. **North:** BN-PCO and Harvell Drive right-of-way, Commercial and Vacant
2. **East:** BN-PCO, Commercial
3. **South:** RS-72, Commercial
4. **West:** BN-PCO and RS-72, Commercial and Single Family Residential

**C. REVELANT CASE HISTORY:**

1. On March 21, 2013, the Planning Commission recommended approval of a request to rezone Lot 3, College Plaza Replat I, from BN to BNH for the purpose of an entertainment restaurant. The City Council approved the aforementioned request on April 22, 2013.

2. On October 25, 2018 the Planning Commission recommended approval of a request to rezone Lots 1 and 3, College Plaza Addition Replat I, and Lot 5, College Plaza Addition, from BN-PCO and BNH-PCO to BG-PCO for the purpose of commercial development.

**D. APPLICABLE REGULATIONS:**

1. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
2. Section 5.25, Zoning Ordinance, regarding PCO Planned Center Overlay.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as commercial.

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. There is no traffic data available for this area.
2. The property has access from an existing drive off of Lincoln Road.

**D. UTILITIES:**

All utilities are available to this property.

**E. ANALYSIS:**

1. Diane Bruce, on behalf of Charv's Contracting, has submitted a request to rezone Lots 1 and 3, College Plaza Replat I, and Lot 5, College Plaza Addition, from BN-PCO (Neighborhood Business – Planned Center Overlay) and BNH-PCO (Heavy Neighborhood Business – Planned Center Overlay) to BG-PCO (General Business – Planned Center Overlay).
2. The purpose of this request is to obtain approval of a rezoning for the purpose of further commercial development on the property; including a doggy daycare and indoor sports facility.
3. The applicant presently operates B & B Classic Dogs in a portion of the existing strip retail building. Ms. Bruce has indicated in the attached letter to the Planning Department she has a new tenant desiring to operate a dog training/grooming facility in the empty bay next to her restaurant. Additionally, Ms. Bruce has future plans to construct an indoor sports facility on the vacant property next to her restaurant.

The proposed BG zoning allows these aforementioned uses as permitted uses.

4. The purpose of the BG zoning district is to provide for a wide range of retail and service establishments, while the BN and BNH zoning districts are designed for more limited commercial uses serving the immediate vicinity.

The –PCO (Planned Center Overlay) requires site plan approval. Any further construction on these properties will require Ms. Bruce to obtain site plan approval through the Planning Commission and City Council public hearing process.

5. Like the BNH zone, the BG zone would require a 20 foot bufferyard from the existing RS-72 zoned property to the south. The current building is located approximately 140 feet from the rear property line. In addition, there is an elevation difference of approximately 40 feet from the rear property line of the single family residences to the existing commercial building.

6. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

No comments were received on this case.

7. Based on the businesses currently located in this development, and the topographical buffer between the majority of the property and the adjacent single family residential neighborhood, staff believes this change of zone will not have a negative impact on the surrounding neighborhoods. Furthermore, site plan approval will be required for additional construction in the proposed zoning district.

8. This request is in conformance with the Comprehensive Plan.

#### **F. TECHNICAL DEFICIENCIES:**

None

#### **IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Comprehensive Plan, and lack of perceived negative impact upon the surrounding commercial and residential properties.

**V. PLANNING COMMISSION RECOMMENDATION**

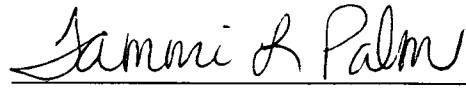
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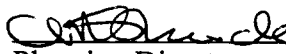
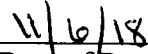
**VI. ATTACHMENTS TO REPORT**

1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Justification letter received August 29, 2018
4. Email from Joyce Gray received October 21, 2018

**VII. COPIES OF REPORT TO:**

1. Charv's Contracting (Diane Bruce)
2. Public Upon Request

  
Prepared by:

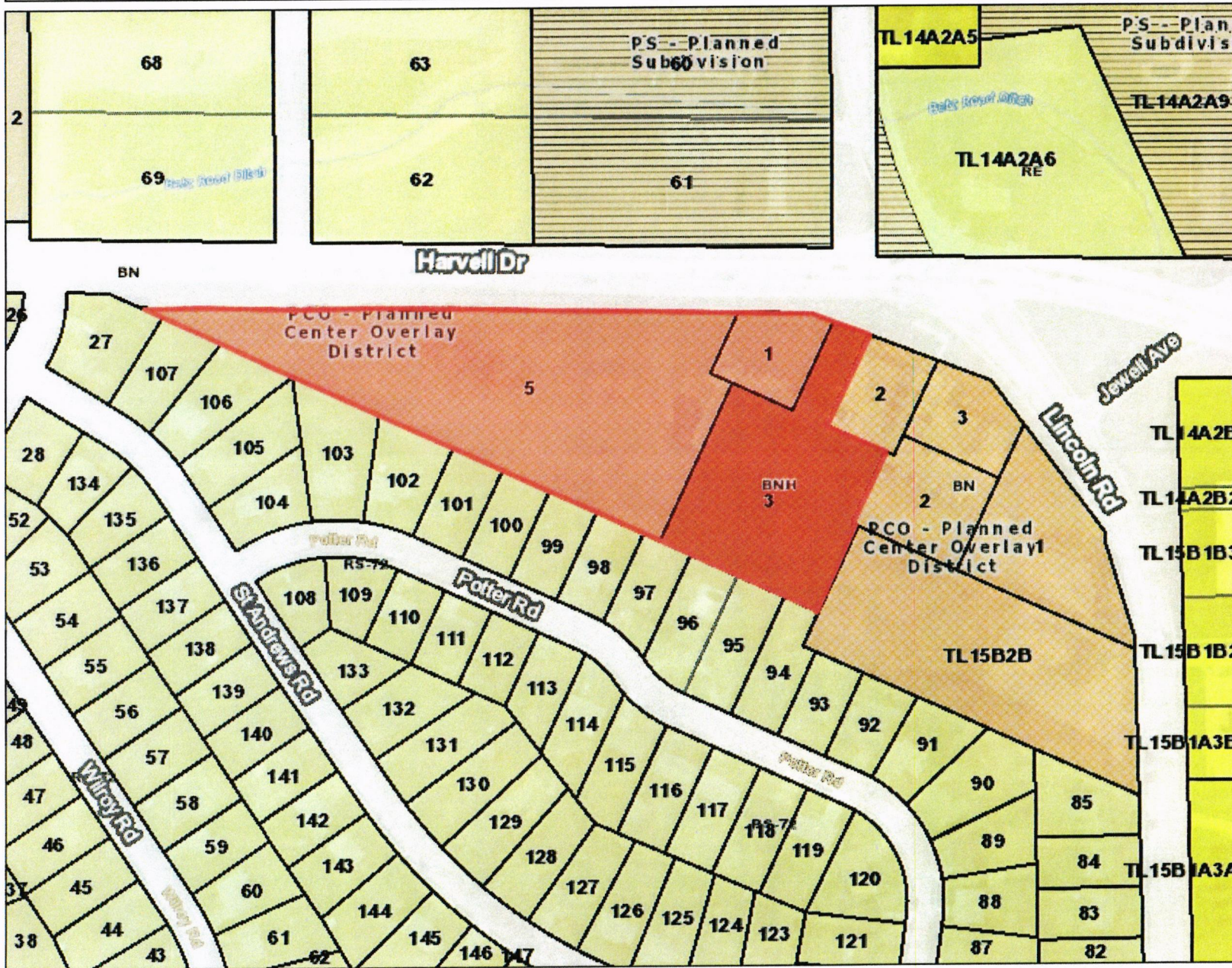
   
Planning Director Date of Report

NAMES AND ADDRESSES PERTAINING TO CASE #'s:

Z-1808-06

1. Charv's Contracting  
Attn: Diane Bruce  
1020 Lincoln Road  
Bellevue, NE 68005
2. File

# Zoning Map



## Location



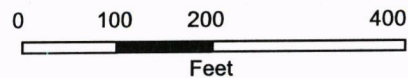
## Legend

Road Centerlines  
2018 Aerial Photo

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



1: 2,400



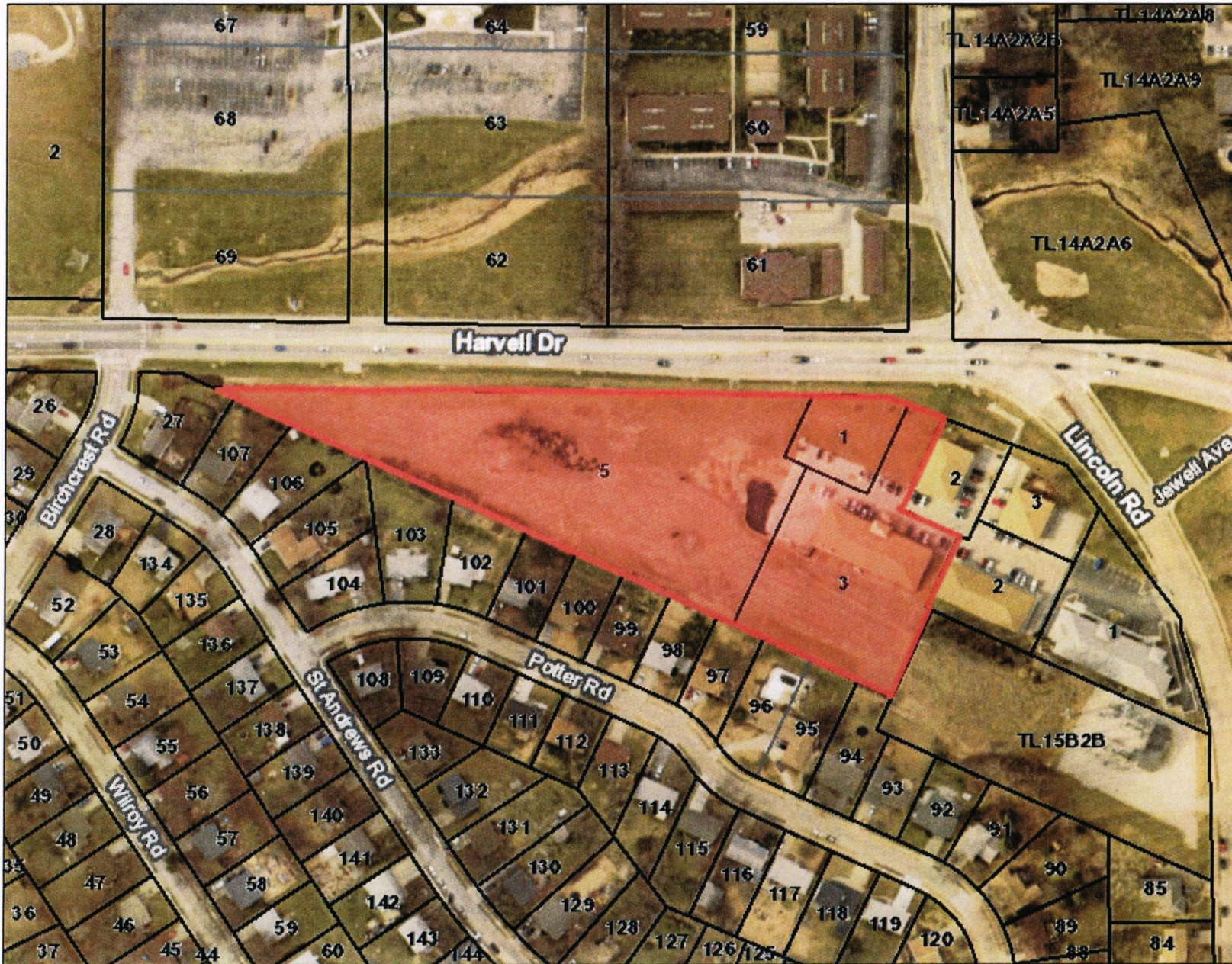
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

**Sarpy County GIS**

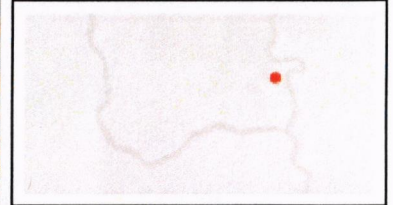


1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
maps.sarpy.com

# Area of Rezoning Request



## Location



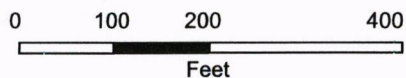
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## Sarpy County GIS



1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
maps.sarpy.com

August 28, 2018

City of Bellevue  
Planning Department  
1510 Wall Street  
Bellevue, NE 68005

To whom it may concern:

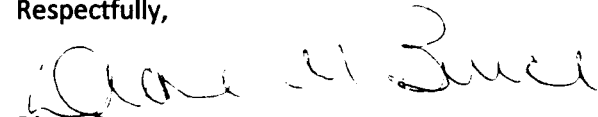
This letter is our request to rezone a few lots at 1020 Lincoln Rd. Please find attached the application for this zoning change.

We would like to rezone lots 1 & 5 College Plaza from BN and Lot 3 College Plaza from BNH to BG for all of them. We asking for this rezoning as we have a new tenant hoping to opening a dog training/grooming facility at the empty bay next to B & B Classic Dogs. We are also in the middle of plans to building an indoor sports facility on Lot 5 and need it rezoned to meet those requirements. Lot 3 hasn't been determined yet, but if it doesn't become a parking lot, we are planning to build another building to lease to a retail type operation so hoping to have it all rezoned at the same time.

The tenant will be taking over the property in November or December at the latest. The Indoor Sports facility is in the planning stages and we are anticipating starting the building right after the new year.

Please feel to contact me if you have any questions or concerns at 402-670-1025 or  
Diane@charvcontracting.com

Respectfully,



Diane Bruce  
Charv's Contracting, Inc.  
1020 Lincoln Rd  
Bellevue, Ne 68005

RECEIVED

AUG 29 2018

PLANNING DEPT.

## Tammi Palm

---

**From:** Joyce Gray <dixiesadie@gmail.com>  
**Sent:** Sunday, October 21, 2018 8:47 PM  
**To:** Tammi Palm  
**Subject:** Replat request of 20 Lincoln Rd

Dear planners

I live at 1209 Potter Rd or Lot 115 and will be unable to attend the 10-25-18 meeting regarding this issue. Therefore this letter.

I have lived at this address for 52 years so know some history. I have 2 reasons this project should not be approved. The first is the fact Harvell is a 3 lane road. It is the only road in town that has such poor drainage that has allowed 2 individuals drown. The last being about a year ago. It sits at the junction of several hills draining into one spot. It cannot take anymore roof water or asphalt drainage after a rain storm. Unless the drainage can be fixed this could be another disaster. Birchcrest road still goes curb to curb with water after most rain storms. This puts these property owners in jeopardy.

The second reason is the substantial traffic flow this 3 lane road is to carry presently. I counted 4 schools, 2 apartment complexes, a library, a large church and the present business sitting in this area requesting the replat. Replatting this area can be jeopardizing the home owners on Birchcrest Rd. with increased flooding and possibly causing another death by drowning. Along with the increased traffic flow and the need for middle school children getting back and forth to school. Please re-think what is in the best interest of Bellevue.

I can be reached at 402-680-4915 if you have any questions. Thank you!

Sincerely,  
Joyce Gray

RECEIVED

OCT 21 2018

PLANNING DEPT.

ORDINANCE NO. 3919

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 1020 LINCOLN ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, having received a recommendation from the city of Bellevue Planning Commission and proper notice having been given and public hearing held as provided by law:

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 3619 is hereby amended to change the zone classification of the following described parcel of land:

Lot 1, College Plaza Addition Replat I, and Lot 5, College Plaza Addition

From BN-PCO (Neighborhood Business District, Planned Center Overlay) to BG-PCO (General Business District, Planned Center Overlay)

Lot 3, College Plaza Addition Replat I,

From BNH-PCO (Heavy Neighborhood Business District, Planned Center Overlay) to BG-PCO (General Business District, Planned Center Overlay)

(Charv's Contracting)

Section 2. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 3. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

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

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: 11.13.18  
Second Reading: 11.26.18  
Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	November 26, 2018	AGENDA ITEM TYPE:
SUBMITTED BY:  Chris Shewchuk, Planning Director <i>CMS</i>	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input checked="" type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request to amend Article VII of Chapter 28 of the Bellevue Municipal Code regarding the City of Bellevue Complete Streets Policy.

SYNOPSIS:

As requested by the City Council, the Complete Streets Ordinance was reviewed by the Planning and Public Works Departments, the Planning Commission, and the Citizens Complete Streets Advisory Panel.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval amendments to the Complete Streets Ordinance, as attached.

BACKGROUND:

Please see the attached staff memo and red-line version of the ordinance which detail the proposed revisions to the Complete Streets Policy.

ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff memo
- 3 Proposed Ordinance red-line version

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

*[Signature]*

FINANCE APPROVAL:

*[Signature]*

LEGAL APPROVAL:

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: December 10, 2018

REQUEST: to amend Article VII, Chapter 28, of the Bellevue Municipal Code regarding the Complete Streets Policy.

On November 15, 2018, the City of Bellevue Planning Commission voted five yes, zero no, zero abstained, and four absent to recommend:

**APPROVAL** based upon the Planning Department's recommendation with additional revisions to Section 28-153 as presented by Councilman Moudry and as discussed by the Commission.

### VOTE:

Yes:	Five:	No:	Zero:	Abstain:	Zero:	Absent:	Four:
	Casey						Perrin
	Baumgartner						Cain
	Jacobson						Ackley
	Cutsforth						Ritz
	Smith						

Planning Commission Hearing (s) was held on: November 15, 2018

**To:** City Council  
**From:** Tammi Palm, Land Use Planner  
**Date:** November 8, 2018  
**Subject:** Amended Complete Streets Ordinance

The City Council previously gave direction to staff to amend the existing Complete Streets ordinance, which has been in place since January 24, 2011.

The Complete Streets amendment has been discussed with both the Citizen Complete Streets Advisory Panel and the Planning Commission. The redline copy reflects feedback received, in addition to staff's suggestions.

The proposed amendment seeks to clarify portions of the document; primarily existing Section 28-154 which describes exceptions. Additionally, the amendment proposes to delete Section 28-153. The city does not have streets classified as "Major Truck Streets." Moreover, staff does not believe it is imperative to single out the movement of freight in the ordinance.

This document reflects the language discussed and voted on at the Planning Commission public hearing on November 15, 2018.

**PLANNING DEPARTMENT RECOMMENDATION:**

APPROVAL of the proposed amendment as presented.

**PLANNING COMMISSION RECOMMENDATION:**

APPROVAL of the proposed amendment as amended with added wording to Section 28-153, Exceptions, as discussed.

ORDINANCE NO. 3921

**A**N ORDINANCE TO AMEND ARTICLE VII TO CHAPTER 28 OF THE BELLEVUE MUNICIPAL CODE ESTABLISHING BELLEVUE'S COMPLETE STREETS POLICY, STATING GUIDING PRINCIPLES AND PRACTICES SO TRANSPORTATION IMPROVEMENTS ARE PLANNED, DESIGNED AND CONSTRUCTED TO ENCOURAGE WALKING, BICYCLING, AND TRANSIT USE WHILE PROMOTING SAFE AND EFFICIENT OPERATIONS FOR ALL USERS; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

**S**ection 1. That Sections 28-151 through 28-157 of Article VII of Chapter 28 are hereby amended to read as follows.

ARTICLE VII. COMPLETE STREETS

**Section 28-151. Planning, Design and Construction.**

Complete Streets are streets designed and operated to enable a multimodal, context sensitive, framework of streets that provide safe, efficient access and use for all users. The Bellevue Planning and Public Works Departments will plan for, design, and construct, and modify all new City transportation improvements projects to provide appropriate accommodation for motor vehicles, pedestrians, bicyclists, transit riders, and persons of all abilities, while promoting safe and efficient operation for all users, as provided for hereafter.

**Section 28-152. Incorporation by Planning and Public Works Departments.**

The Bellevue Planning and Public Works Departments will develop, with citizen input, then incorporate Complete Streets principles, with City Council approval as necessary, into: Planning and Public Works plans, manuals, rules, regulations and programs as appropriate.

**~~Section 28-153. Freight.~~**

~~Because freight is important to the basic economy of the City and has unique right-of-way needs to support that role, freight will be a priority on streets classified as Major Truck Streets. Complete Street improvements that are consistent with freight mobility but also support other modes may be considered on these streets.~~

**Section 28-153. Exceptions.**

Except in unusual or extraordinary circumstances, Complete Streets principles will not apply:

- a. To ordinary maintenance activities designed to keep assets in serviceable condition (e.g., mowing, cleaning, sweeping, spot repair and surface treatment such as chip seal, or interim measures on detour or haul routes); or
- b. Where the Planning or Public Works Director issues recommends a documented an exception which concluding determines that the application of Complete Street principles is unnecessary or inappropriate because it would be contrary to public safety

or substantially detrimental to the efficient flow of current or projected motor vehicle traffic flow and the City Council approves the documented exception; or

c. Where the Planning or Public Works Director recommends an exception determining that other available means or factors indicate an absence of then-current or future need, ~~including future need~~, and the City Council approves the documented exception.

d. Where the application of complete streets on one street would have a substantial detrimental impact on traffic volume and/or safety on a neighboring street.

**Section 28-154. Achievement; Annual Progress Report.**

Complete Streets may be achieved through single projects improvements or incrementally through a series of smaller improvements or substantial maintenance activities over time. The city administrator shall make an annual report to the city council showing the progress made in implementing complete streets.

**Section 28-155. Advisory Panel – Mayor to Appoint.**

The Mayor of Bellevue, Nebraska will appoint a five (5) member Citizen Complete Streets Advisory Panel. ~~Three of~~ The members will be appointed to four (4) year terms ~~and two of the members will be appointed to two (2) year terms~~. The Panel will develop recommendations to the Planning Commission for review, and recommendations to City Council for action to meet for meeting the Performance Measurements in Section 28-156.

**Section 28-156. Performance Measurement.**

Performance measurement will be by, but not limited to, the miles of bicycle routes created; new linear feet of pedestrian accommodation; increase in use of public transportation, bicycling and walking; the miles of connection added between trails; the increased efficiency of traffic flow through the use of sophisticated traffic control devices, turn lanes, traffic circles, and the leveling or decrease of transportation-related accidents.

It is the Bellevue City Council's intent that all sources of transportation funding be drawn upon to implement Complete Streets. The City believes the maximum financial flexibility is important to implement Complete Streets principles.

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

**Sabrina Ohnmacht**

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**From:** Craig Faulk <Craig@faulk-enterprises.com>  
**Sent:** Monday, December 10, 2018 8:14 AM  
**To:** Sabrina Ohnmacht  
**Subject:** City Council meeting: 12-10-18 ordinance 3922  
**Attachments:** DOC121018-12102018075957.pdf

Good morning Sydney,

Attached are letters in support of ordinance # 3922 for tonight's meeting.

I should be able to get an additional 2-3 signed letters before tonight's meeting. I will bring all signed letters with me.

If you could distribute to the city council members it would be greatly appreciated.

Questions, let me know.

Thanks,

Craig

12-3-18

City Council

1500 Wall St


Bellevue, NE 68005

To the Bellevue City Council members,

I currently own and reside in a residence that directly abuts Milt's Mini Storage at 2715 Chandler Road. When I purchased my property, I knew I would reside next to Milt's Mini Storage and this did not deter my purchase. During my time next to Milt's I have experienced no increase in crime, no noticeable increase in traffic, no decrease in my property value and no disturbance to the residential neighborhood I am a member of. Milt's has been a quiet neighbor and their business has been low impact since I have lived next to them.

For the above mentioned reasons, I have no objections to Milt's Mini Storage proposed expansion. If you should have any questions for me, feel free to reach out.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carl & Kristi Mansfield', with a large, stylized flourish at the end.

Carl & Kristi Mansfield

2717 Chandler Road

Bellevue, NE 68147

12-3-18

City Council

1500 Wall St

Bellevue, NE 68005

To the Bellevue City Council members,

I currently own and reside in a residence that directly abuts Milt's Mini Storage at 2715 Chandler Road. When I purchased my property, I knew I would reside next to Milt's Mini Storage and this did not deter my purchase. During my time next to Milt's I have experienced no increase in crime, no noticeable increase in traffic, no decrease in my property value and no disturbance to the residential neighborhood I am a member of. Milt's has been a quiet neighbor and their business has been low impact since I have lived next to them.

For the above mentioned reasons, I have no objections to Milt's Mini Storage proposed expansion. If you should have any questions for me, feel free to reach out.

Sincerely,

Norman & Catherine Moffitt

2729 McCorkindale Ave

Bellevue, NE 68147

*Norman Moffitt*  
*12-6-18*

12-3-18

City Council  
1500 Wall St  
Bellevue, NE 68005

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For the above mentioned reasons, I have no objections to Milt's Mini Storage proposed expansion. If you should have any questions for me, feel free to reach out.

Sincerely,

A handwritten signature in black ink, appearing to read "Cindy Kment", with a stylized flourish at the end.

Cindy Kment

2714 Chandler Rd  
Bellevue, NE 68147

12-3-18

Ordinance No: 3922

City Council

1500 Wall St

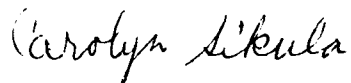
Bellevue, NE 68005

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For the above mentioned reasons, I have no objections to Milt's Mini Storage proposed expansion. If you should have any questions for me, feel free to reach out.

Sincerely,

A handwritten signature in cursive script that reads "Carolyn Sikula".

Carolyn Sikula

2632 Greene Ave

Bellevue, NE 68147

12-3-18

City Council

1500 Wall St

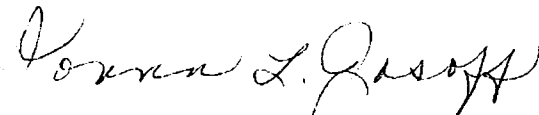
Bellevue, NE 68005

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For the above mentioned reasons, I have no objections to Milt's Mini Storage proposed expansion. If you should have any questions for me, feel free to reach out.

Sincerely,

A handwritten signature in cursive script, appearing to read "Peter & Donna Josoff".

Peter & Donna Josoff

7954 Cedar Island RD

Bellevue, NE 68147

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	November 26, 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:

Request to rezone Lots 1, Milt's Addition, from RS-72 to BGH for the purpose of a self-storage facility. Applicant: 2715 LLC. General Location: West Chandler Road and Cedar Island Road.

SYNOPSIS:

Craig Faulk, for 2715 LLC, is requesting approval of a change of zone from RS-72 to BGH to allow for the expansion of an existing self-storage facility. A small subdivision plat, combining four lots into a single lot, and a Conditional Use Permit will be on the Council agenda for public hearing along with the second reading of the ordinance.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department recommended approval of this request and the Planning Commission recommended denial of this request.

BACKGROUND:

Craig Faulk, for 275 LLC, is requesting approval of a change of zone, small subdivision plat, and Conditional Use Permit, to allow for the expansion of an existing self-storage facility. The proposed expansion area would include six additional storage buildings, as well as parking for recreational vehicles and automobiles; a portion of the parking would be covered. The Zoning Ordinance requires that any vehicles stored on the property be operable. The area of the property to be used for parking was previously used as a landfill for concrete rubble and other debris so it is not conducive to residential development. A detention pond will be constructed on-site to control runoff from the paved area onto adjacent properties.

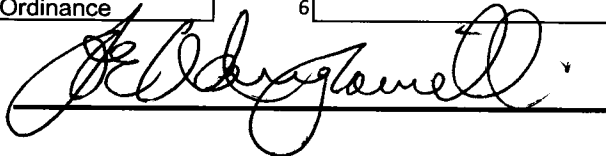
ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff report
- 3 Change of Zone Ordinance

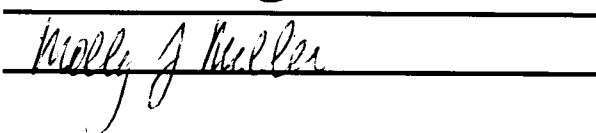
- 4 *Opposition E-mails*
- 5
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:



FINANCE APPROVAL:



LEGAL APPROVAL:

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: 2715 LLC

GENERAL LOCATION: West Chandler Road and Cedar Island Road

CASE #'s: Z-1801-08, S-1810-09, and CUP-1810-03

CITY COUNCIL HEARING DATE: December 10, 2018

REQUEST: to rezone Lot 1, Milt's Addition, being a platting of Tax Lot W, and a replat of Lots 10 and 11, West of right-of-way, and Lot 12B, Pleasant Hill or Martin's Subdivision, along with vacated McCorkindale Avenue, all located in the Southeast ¼ of Section 16, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from RS-72 to BGH for the purpose of a self-storage facility; small subdivision plat Lot 1, Milt's Addition; and conditional use permit for Lot 1, Milt's Addition for the purpose of a self-storage facility.

On November 15, 2018, the City of Bellevue Planning Commission voted four yes, one no, zero abstained, and four absent to recommend:

***DENIAL*** of request to rezone Lot 1, Milt's Addition, being a platting of Tax Lot W, and a replat of Lots 10 and 11, West of right-of-way, and Lot 12B, Pleasant Hill or Martin's Subdivision, along with vacated McCorkindale Avenue, all located in the Southeast ¼ of Section 16, T14N, R13E from RS-72 to BGH for the purpose of a self-storage facility; small subdivision plat Lot 1, Milt's Addition; and conditional use permit for Lot 1, Milt's Addition for the purpose of a self-storage facility.

### VOTE:

Yes:	Four:	No:	One:	Abstain:	Zero:	Absent:	Four:
	Casey		Jacobson				Perrin
	Baumgartner						Cain
	Cutsforth						Ackley
	Smith						Ritz

Planning Commission Hearing (s) was held on: November 15, 2018

# **CITY OF BELLEVUE PLANNING DEPARTMENT**

## **RECOMMENDATION REPORT # 2**

**CASE NUMBERS:** Z-1810-08  
S-1810-09  
CUP-1810-03

**FOR HEARING OF:**  
**REPORT #1:** November 15, 2018  
**REPORT #2:** December 10, 2018

### **I. GENERAL INFORMATION**

#### **A. APPLICANT:**

2715 LLC  
Attn: Craig Faulk  
2715 Chandler Road  
Bellevue, NE 68147

#### **B. PROPERTY OWNERS:**

Larry and Donna Josoff  
7954 Cedar Island Road  
Bellevue, NE 68147

#### **C. GENERAL LOCATION:**

West Chandler Road and Cedar Island Road

#### **D. LEGAL DESCRIPTION:**

Lot 1, Milt's Addition, being a platting of Tax Lot W, and a replat of Lots 10 and 11, West of right-of-way, and Lot 12B, Pleasant Hill or Martin's Subdivision, along with vacated McCorkindale Avenue, all located in the Southeast ¼ of Section 16, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### **E. REQUESTED ACTIONS:**

1. Rezone Lot 1, Milt's Addition, from RS-72 to BGH
2. Small Subdivision Plat Lot 1, Milt's Addition
3. Conditional Use Permit for Lot 1, Milt's Addition
4. Amendment to the Future Land Use Map

**F. EXISTING ZONING AND LAND USE:**

RS-72, Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain a rezoning, small subdivision plat, and conditional use permit to allow for a self-storage facility.

**H. SIZE OF SITE:**

The site is approximately 8.64 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The existing site is presently vacant and covered in vegetation.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

1. **North:** Single Family Residential, RS-72 (across Chandler Road)
2. **East:** Commercial and Single Family Residential, BG and RS-72 (across Cedar Island Road)
3. **South:** Single Family Residential, RS-72
4. **West:** Existing Self-Storage Facility and Single Family Residential, ML and RS-72

**C. REVELANT CASE HISTORY:**

There have been no recent requests to rezone or replat this property.

**D. APPLICABLE REGULATIONS:**

1. Section 5.24, Zoning Ordinance, regarding BGH uses and requirements.
2. Chapter 5, Subdivision Regulations, regarding small subdivisions.
3. Article 6, Zoning Ordinance, regarding Conditional Use Permits.

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as medium density residential.

#### **B. OTHER PLANS:**

None

#### **C. TRAFFIC AND ACCESS:**

1. The 2016 MAPA Traffic Flow Map estimates approximately 11,450 vehicles per day near the intersection of Chandler Road West and Cedar Island Road.
2. The property will have access through the existing drive off of Chandler Road, as well as a newly proposed access off of Cedar Island Road.

#### **D. UTILITIES:**

All utilities are available to serve this development.

#### **E. ANALYSIS:**

1. Craig Faulk, on behalf of 2715 LLC, is requesting approval of a rezoning, small subdivision plat, and conditional use permit for Lot 1, Milt's Addition, for the purpose of expanding his existing self storage facility.
2. The property is presently vacant and covered in vegetation. Mr. Faulk's existing self storage facility is developed on an adjacent lot to the north and west of this property.
3. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, and the Omaha Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Chief Building Official Mike Christensen commented a portion of the property was previously used for dumping concrete. Testing may be required prior to any building construction. The applicant is aware of this.

Public Works Engineering Manager Dean Dunn had technical comments pertaining to the plat and site plan. These comments have been addressed by the applicant's engineer.

No other comments were received on this case.

4. The site plan shows six buildings, consisting of 41,500 square feet of storage area. The applicant also intends to have outdoor storage on the site as well. Seventy covered parking stalls are shown, with the remaining 159 stalls being uncovered. Per the zoning ordinance, outdoor storage of automobiles, boats, and recreational vehicles in operable condition would be allowed.

5. The site plan shows the required 25' bufferyard abutting the adjacent single family residences. Additionally, a 15' deep landscaped area is being provided along the right-of-ways. A six foot wood privacy fence is proposed around the self storage facility. The proposed landscape plan has been reviewed by staff and meets the requirements of the zoning ordinance.

6. The proposed storage units will be required to meet the design standards guidelines for building materials as outlined in Section 8.11. This will be determined as part of the building permit process.

7. The developer intends to request a sidewalk waiver for this development. The Pubic Works' policy is such that a waiver will be granted along unimproved sections of roadway. The abutting roads (Chandler Road and Cedar Island Road) do not have curb and gutter; therefore, are considered "unimproved."

8. As part of this development, 2715 LLC is requesting a portion of McCorkindale Avenue be vacated. This application is being processed by the Public Works Department and will be heard by the City Council. Staff does not have any objection to the proposed street vacation.

9. As pointed out by the Chief Building Official, a portion of this property was historically used for dumping concrete, thus making it more difficult to develop.

10. Per Section 6.06, the Zoning Ordinance requires no conditional use permit shall be granted unless the Planning Commission or City Council has found:

6.06.01 That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.

6.06.02 That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.

6.06.03 That the establishment of the conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.

- 6.06.04 Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
- 6.06.05 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 6.06.06 The use shall not include noise which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.
- 6.06.07 The use shall not involve any pollution of the air by fly-ash, dust, vapors or other substance which is harmful to health, animals, vegetation or other property or which can cause soiling, discomfort, or irritation.
- 6.06.08 The use shall not involve any malodorous gas or matter which is discernible on any adjoining lot or property.
- 6.06.09 The use shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway.
- 6.06.10 The use shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.

The Planning Department believes this application meets the criteria for approval of the Conditional Use Permit.

11. If approved, this request should also include a motion to amend the Future Land Use Map of the Comprehensive Plan from single family residential to commercial.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based on conformance with the requirements of the zoning ordinance and lack of perceived negative impact on the surrounding neighborhood.

**V. PLANNING COMMISSION RECOMMENDATION**

DENIAL of a request to rezone Tax Lot W, Lots 10 and 11, West of right-of-way, and Lot 12B, Pleasant Hill or Martin's Subdivision, along with vacated McCorkindale Avenue, all located in the Southeast ¼ of Section 16, T14N, R13E from RS-72 to BGH for the purpose of a self-storage facility; small subdivision plat Lot 1, Milt's Addition; and conditional use permit for Lot 1, Milt's Addition for the purpose of a self-storage facility.

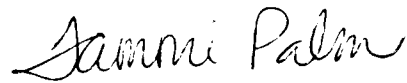
**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Small Subdivision plat received November 6, 2018

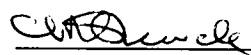
4. Site Plan received November 8, 2018
5. Landscape Plan received November 8, 2018
6. Email received from Peggy Helms November 6, 2018
7. Conditional Use Permit Agreement

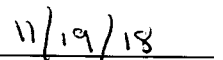
**VII. COPIES OF REPORT TO:**

1. 2715 LLC
2. RW Engineering & Surveying Inc.
3. Larry and Donna Josoff
4. Public Upon Request

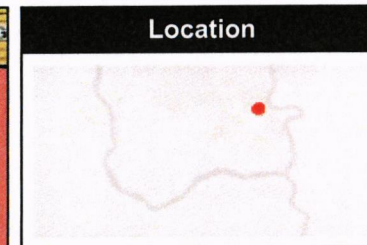
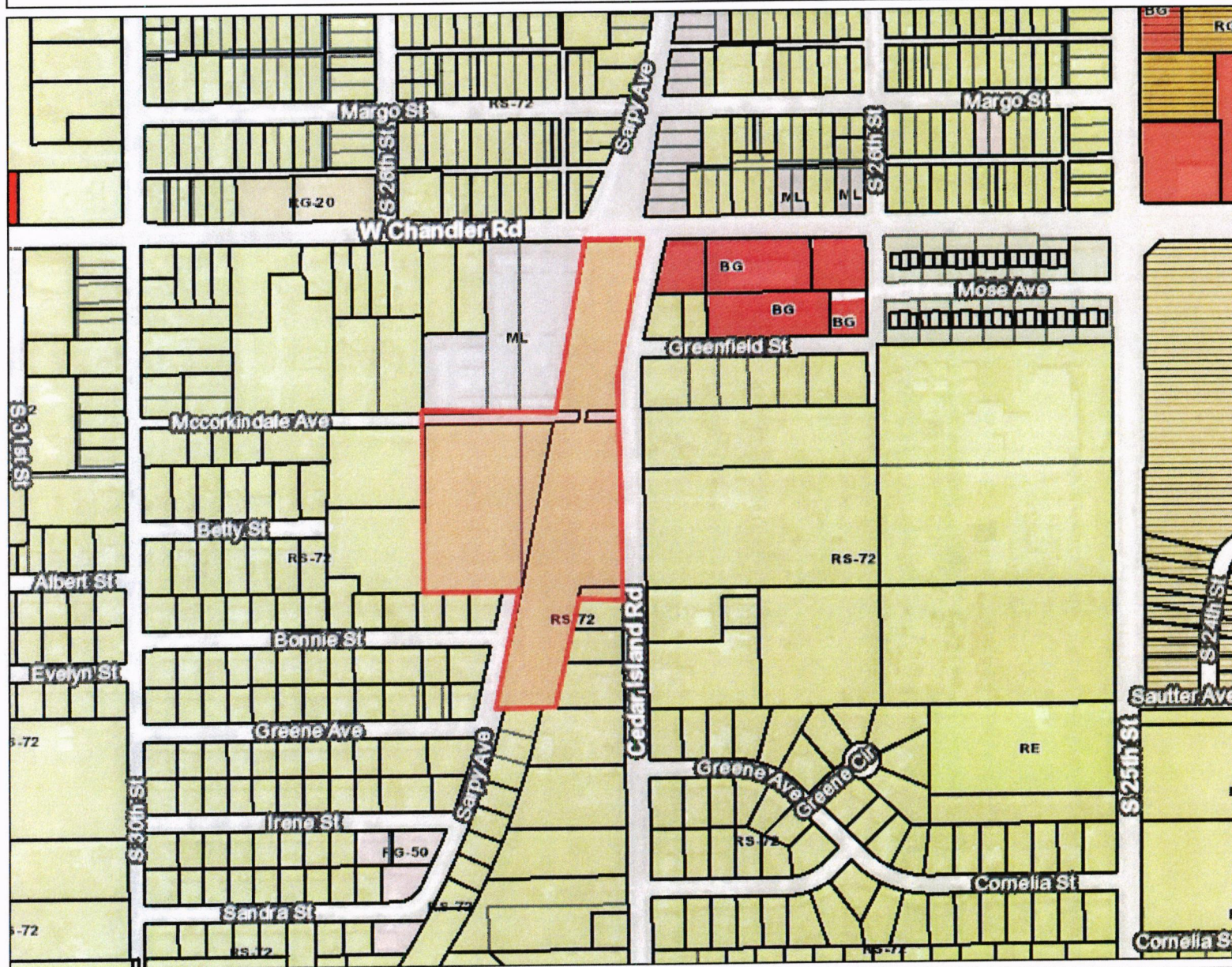


Prepared by: \_\_\_\_\_

  
Planning Director

  
Date of Report

# Zoning Map



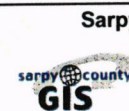
- Legend**
- Road Centerlines
  - 2018 Aerial Photo
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3



1: 4,800

0 200 400 800  
Feet

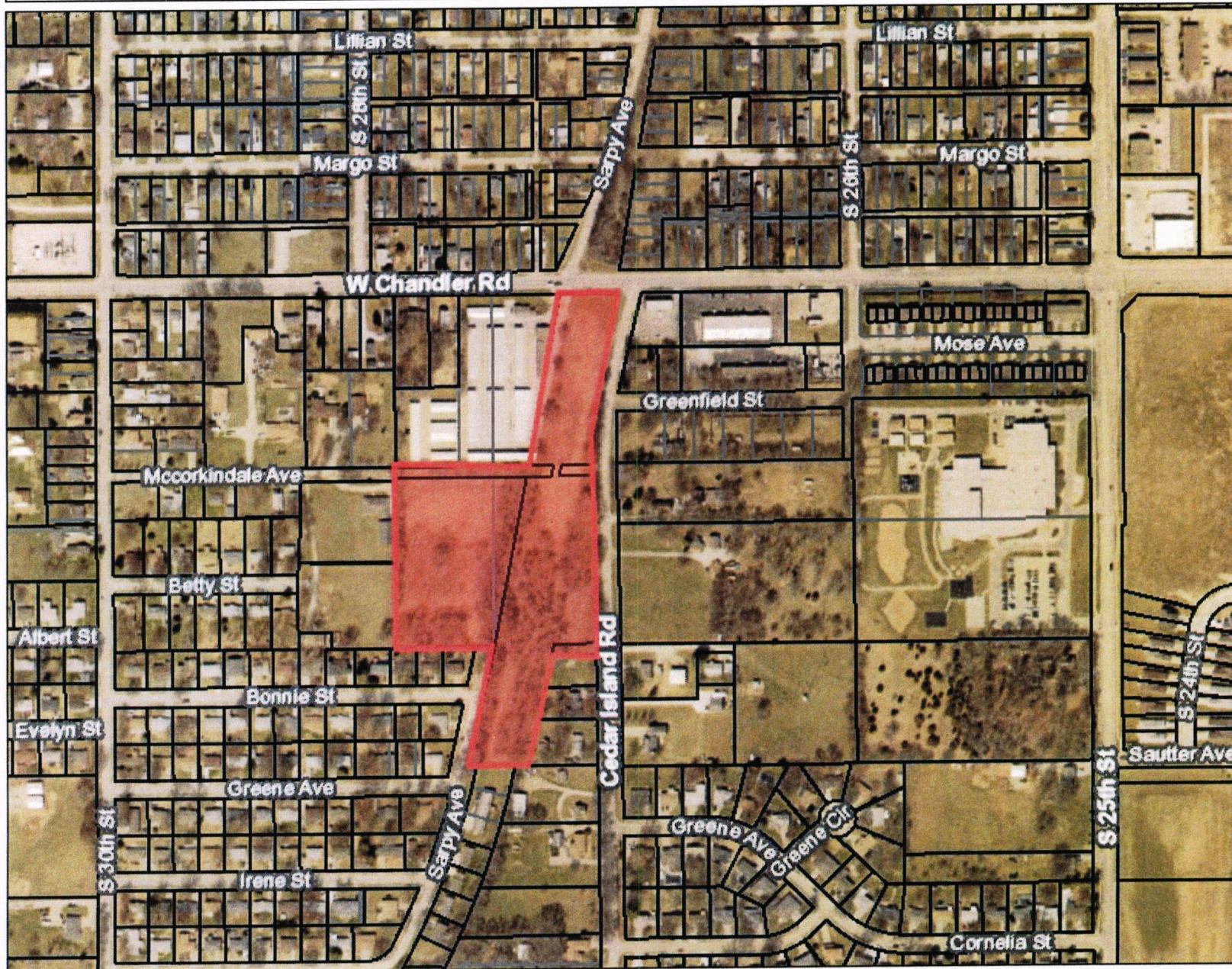
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



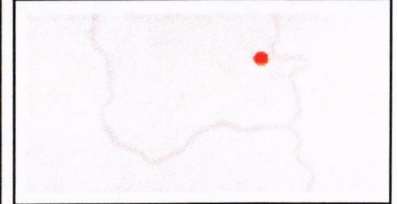
**Sarpy County GIS**

1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
maps.sarpy.com

# Area of Rezoning Request



## Location



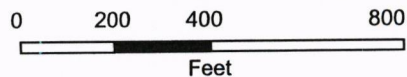
## Legend

Road Centerlines  
2018 Aerial Photo

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



1: 4,800



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

## Sarpy County GIS



1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
[maps.sarpy.com](http://maps.sarpy.com)

ORDINANCE NO. 3922

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT WEST CHANDLER ROAD AND CEDAR ISLAND ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, having received a recommendation from the city of Bellevue Planning Commission and proper notice having been given and public hearing held as provided by law:

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 3619 is hereby amended to change the zone classification of the following described parcel of land:

Lot 1, Milt's Addition, being a platting of Tax Lot W, and a replat of Lots 10 and 11, West of right-of-way, and Lot 12B, Pleasant Hill or Martin's Subdivision, along with vacated McCorkingdale Avenue, all located in the Southeast ¼ of Section 16, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From RS-72 (Single Family Residence, 7,200 Square Foot Zone) to BGH (Heavy General District)

(2715 LLC)

Section 2. This ordinance shall not take effect until such time as the final plat of Milt's Addition is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

Section 3. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 4. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: 11.26.18

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

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

**Tammi Palm**

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**From:** Peggy Helms <rhelms4@cox.net>  
**Sent:** Tuesday, November 06, 2018 12:23 PM  
**To:** Tammi Palm  
**Subject:** Case #Z-1810-08 and CUP-1810-03 of Applicant 2715 LLC

RECEIVED

NOV 06 2018

November 6, 2018

PLANNING DEPT.

To: Tammi Palm and the Planning Department  
Land Use Planner

RE: Rezone Tax Lot W, Lots 10 and 11  
Case #Z-1810-08 and CUP-1810-03  
Applicant: 2715 LLC

Dear Ms. Palm,

This email letter is in response to the letter received in our mail yesterday regarding the rezoning of the acreage located immediately to the rear (north) of our property and to the east of our property. Our address is 2722 Bonnie Street. We can say unequivocally NO to this request!! Below are our concerns, questions and comments.

- We feel certain you can provide no data or statistics that will prove this will enhance our property value and in fact most likely will make our property value decline. If you have such data or statistics that show otherwise we would like to see it.
- We are requesting a list with names and addresses of all the property owners that received this letter.
- We also would be interested in seeing any data or statistics showing crime rates increasing (or not) in an area such as this self-storage facility being located and butting right up against residential property (our yards).

- In this little residential area are the homes of hard working lower middle income families. I cannot imagine this large storage facility which will be cementing or asphaltting over this whole acreage, and cutting down all the trees and habitat, being any kind of positive enhancement to our neighborhood.
- And speaking of habitat, the acreage which has lots of trees provides shelter and passage for deer, turkey and many other critters. Just this morning I had the pleasure of viewing 7 deer in the area behind our home. We have had large flocks of wild turkeys, also utilizing this land. In my opinion this enhances our area. Paving over the whole thing really makes me sick.
- Does the world and Bellevue and this area really need another self-storage facility for our over-consumerism? I don't think so.
- Who currently owns this property and what is it zoned for now?
- Why don't you allow a storage facility to be erected in another part of Bellevue in a neighborhood where property values are well over \$200,000, \$250,000, or \$300,000? I know you would not. It's always easier to "do it" to people of lesser wealth.
- How many entrances are planned for this facility and where will they be?
- Will McCorkindale Ave still remain a no outlet street?
- What is "storm water det." shown on the site plan map on Sarpy Avenue which is right at the bottom of the hill from our home? What does that mean?
- How much of the habitat will they be destroying and paving over with concrete or asphalt?
- Why does it have to butt up directly to homeowners' property lines?
- Will the storage facility now include a large area for boats, campers, RV's etc.
- Do they plan to put up a privacy fence so we don't have to look at it?

We look forward to your response to all of our comments and questions. I hope to be able to attend the public hearing on November 15<sup>th</sup>.

Sincerely,  
Riley and Peggy Helms  
2722 Bonnie Street  
68147  
402-733-9025

## Sabrina Ohnmacht

---

**From:** Courtney Baughman <ckammerer83@gmail.com>  
**Sent:** Tuesday, December 04, 2018 3:08 PM  
**To:** Sabrina Ohnmacht  
**Subject:** Milt's request for expansion

To whom it may concern,

I reside at 2901 Bonnie Street. It has come to my attention that a request has been made from Milts, according to the documents the applicant name is 2715 LLC. I am seeing that they are wanting to expand. I am strongly opposed to this expansion. Part of the reason we purchased our home was due to the lovely area surrounding our home. To have an industrial series of structures would completely ruin the neighborhood. The structures required would be imposing and cumbersome. This would increase unwanted traffic in our quiet neighborhood. This could have an affect on our re-sale value, potentially our property taxes. I do not want this expansion. I will not be able to attend the meeting regarding this matter on December 10th, please ensure that this email is sent to the appropriate people.

I would also like to express my great disappointment in not being personally notified of this request. While I do understand that there has to be limitations regarding who gets these letters, I do feel that the entire neighborhood should be notified personally as this will greatly affect all of us.

Courtney Baughman  
2901 Bonnie Street  
402-679-6236

**Sabrina Ohnmacht**

---

**From:** Peggy Helms <rhelms4@cox.net>  
**Sent:** Wednesday, December 05, 2018 11:09 AM  
**To:** Sabrina Ohnmacht  
**Subject:** 12/10 Planning Meeting

Dear Ms. Ohnmacht,

Below is an email letter that I sent to Don Preister and Jim Moudry and I want to share with you as well. Jim Moudry informed me that his last day is 12/10 and he would forward my letter to Kathy Welch. Don Preister spoke to me on the phone about my letter. As a former administrative assistant myself, I realize that you are probably one of the key people that organizes and makes the place run which is why I am sending you my letter too.

Thank you,  
Peggy Helms

December 3, 2018

To: Don Preister, Ward 5  
Jim Moudry, Ward 4

Re: Rezone Tax Lot W, Lots 10 and 11  
Case #Z-1810-08 and CUP-1810-03  
Applicant: 2715 LLC

Dear Sirs:

This letter is being sent to you because the above mentioned rezoning application is located in neighborhoods in your wards. The Planning Committee meeting from November 15, 2018 voted 4 to 1 to NOT approve the request for rezoning, thus sending their recommendation on

to the Bellevue City Council. As I stated in my letter dated November 6, 2018, sent to Tammi Palm of the Planning Department and presumably shared with the other members of that committee, we are **unequivocally against** this rezoning, allowing the expansion of Milt's Storage into our residential neighborhood. Below I am stating our case with questions, concerns and comments.

- I received the list of names and addresses of the property owners who were mailed the original notification about this rezoning request from the Planning Committee. The list was sent to me by Shirley Harbin. My first question about that list is that no one living on McCorkindale Ave was on that list. I would have thought at least 2 property owners would have been on that list. I was wondering what the discrepancy is for their omission?
- A curious point I noticed from the minutes of that meeting is that only 5 members of the planning committee attended this meeting out of 9 members. That's rather concerning however I don't know what the norm is for these meetings but wanted you to know, I noticed.
- I can't help but wonder if this proposal was being presented to be located right next to Mr. Faulk's property (at 109<sup>th</sup> St. near Happy Hollow country club, a very nice neighborhood) would he not also object to this project for his neighborhood? I think that question answers itself. But no problem for our little lower middle class neighborhood.
- Our home's property values are for most of us our main asset and biggest investment. Our area struggles to maintain property values that have not increased with the same pace as most of the rest of the whole metropolitan area and have remained rather stagnant

and have hovered around the same values for years. If you allow this commercial storage facility to be built it will have a domino effect on lowering property values to the entire Chandler area, starting with those properties that are nearest to the facility of which our property is one of those.

- I would urge you to read the meeting minutes on this agenda item from the November 15, 2018 Planning Committee meeting. I would direct your attention to a paragraph towards the end where Christine Smith's comments are exactly correct. "The character of this neighborhood changes significantly from Chandler Road, which is very commercial, onto Cedar Island Road, which is very residential. There is quite the difference in the nature of the neighborhood."
- I have a lot more to say but I hope to read my comments at the City Council Meeting on 12/10. I would like it if you would share my letter with all of the city council members and they would all review the meeting minutes of the Planning Committee meeting held on November 15<sup>th</sup>. It may not mean a lot to you but it means a great deal to those people who live near and around this rezoning proposal.

I hope to be able to attend the city council meeting on 12/10 and hope I am not too nervous to get up and read a statement.

Sincerely,  
Peggy and Riley Helms  
2722 Bonnie St.  
Bellevue NE 68147  
402-733-9025

**Sabrina Ohnmacht**

---

**From:** JIM PEYTON <jeleen@cox.net>  
**Sent:** Wednesday, December 05, 2018 1:10 PM  
**To:** Sabrina Ohnmacht  
**Cc:** jeleen@cox.net  
**Subject:** Permit for storage units on Chandler/Cedar Island

I live at 2716 Greene Ave and am against the permit for more storage units at Chandler and Cedar Island.

Most people in the area bought their house for the quiet atmosphere which will disappear if the permit is granted. There is a lot of trees and wildlife there that will disappear with more storage units. There is already another storage area down the road on Chandler that is less than a mile away.

There is already a lot of traffic on Chandler and more storage units will bring more which will put the children that have to walk to Chandler View school at more risk.

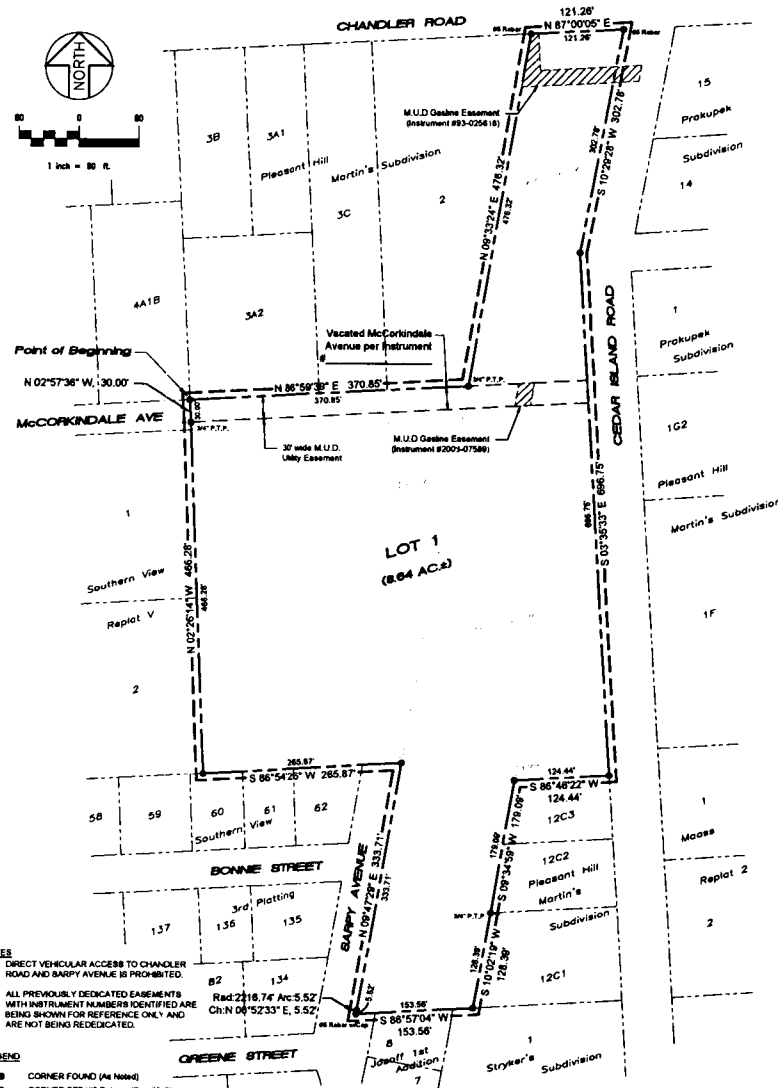
Jim Peyton

jeleen@cox.net

# MILT'S ADDITION

## LOT 1

BEING A REPLAT OF LOT 10, PART OF LOT 11 AND LOT 12B, PLEASANT HILL - MARTIN'S SUBDIVISION, VACATED MCCORKINDALE AVENUE AND TAX LOT W, ALL IN THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6th P.M. SARTY COUNTY, NEBRASKA



- NOTES**
1. DIRECT VEHICULAR ACCESS TO CHANDLER ROAD AND SARTY AVENUE IS PROHIBITED.
  2. ALL PREVIOUSLY DEDICATED EASEMENTS WITH INSTRUMENT NUMBERS IDENTIFIED ARE BEING SHOWN FOR REFERENCE ONLY AND ARE NOT BEING REDEDICATED.

**LEGEND**

- CORNER FOUND (As Noted)
- CORNER SET (#5 Rebar w/ Cap #5-19)

### LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA. I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION SHOWN HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN FOUND OR WILL BE SET AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE EXTERIOR BOUNDARY OF THE SUBDIVISION AND ANY INTERIOR LOTS. SAID SUBDIVISION TO BE KNOWN AS MILT'S ADDITION, BEING A REPLAT OF LOT 10, PART OF LOT 11 AND LOT 12B, PLEASANT HILL - MARTIN'S SUBDIVISION, VACATED MCCORKINDALE AVENUE AND TAX LOT W, ALL IN THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARTY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3A2, PLEASANT HILL-MARTIN'S SUBDIVISION, AS PLATTED AND RECORDED IN SARTY COUNTY, THENCE NORTH 84°59'33" EAST (ASSUMED BEARING) FOR 370.85 FEET ALONG THE SOUTH LINE OF SAID LOT 3 AND THAT PART OF LOT 2 LYING WEST OF ABANDONED ROCK ISLAND RAILROAD RIGHT-OF-WAY, SAID PLEASANT HILL-MARTIN'S SUBDIVISION, THENCE NORTH 89°32'24" EAST FOR 419.32 FEET ALONG THE EAST LINE OF SAID LOT 2, THENCE NORTH 87°00'00" EAST FOR 121.28 FEET ALONG THE SOUTH LINE OF CHANDLER ROAD RIGHT-OF-WAY, THENCE THE FOLLOWING TWO (2) COURSES ALONG THE WEST LINE OF CEDAR ISLAND ROAD RIGHT-OF-WAY: (1) SOUTH 10°29'27" WEST FOR 302.78 FEET (2) SOUTH 63°35'37" EAST FOR 88.75 FEET, THENCE SOUTH 86°47'22" WEST FOR 124.44 FEET ALONG THE NORTH LINE OF LOT 12C3, SAID PLEASANT HILL-MARTIN'S SUBDIVISION, THENCE THE FOLLOWING TWO (2) COURSES ALONG THE EAST LINE OF ABANDONED ROCK ISLAND RAILROAD RIGHT-OF-WAY: (1) SOUTH 09°34'59" WEST FOR 179.98 FEET (2) SOUTH 10°02'10" WEST FOR 128.38 FEET, THENCE SOUTH 86°57'04" WEST FOR 151.58 FEET ALONG THE SOUTH LINE OF LOT 12, SAID PLEASANT HILL-MARTIN'S SUBDIVISION, THENCE THE FOLLOWING TWO (2) COURSES ALONG THE WEST LINE OF ABANDONED ROCK ISLAND RAILROAD RIGHT-OF-WAY: (1) NORTHEASTERLY ALONG A 2,218.74 FOOT RADIUS CURVE TO THE LEFT FOR 5.52 FEET WITH A LONG CHORD BEARING NORTH 08°52'33" EAST FOR 5.52 FEET (2) NORTH 08°52'33" EAST FOR 333.71 FEET, THENCE SOUTH 86°57'04" WEST FOR 245.47 FEET ALONG THE SOUTH LINE OF LOT 10 AND THAT PART OF LOT 11 LYING WEST OF ABANDONED ROCK ISLAND RAILROAD RIGHT-OF-WAY, SAID PLEASANT HILL-MARTIN'S SUBDIVISION, THENCE NORTH 02°28'14" WEST FOR 488.28 FEET ALONG THE WEST LINE OF SAID LOT 10, THENCE NORTH 02°57'36" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING ABOVE DESCRIBED TRACT CONTAINS 8.84 ACRES, MORE OR LESS.

*Charles A. Faulk*  
CORY J. GROSS, P.L.S. #518



### DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT I, CHARLES A. FAULK ON BEHALF OF 2715 L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE LAND DESCRIBED WITHIN THE SURVEYORS CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID PROPERTY TO BE SUBDIVIDED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREINAFTER KNOWN AS "MILT'S ADDITION", AND I HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND DO HEREBY GRANT A PERPETUAL EASEMENT TO OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION AND THEIR SUCCESSORS AND ASSIGNS, WHICH HAVE BEEN GRANTED A FRANCHISE TO PROVIDE SERVICE IN THE AREA TO BE SUBDIVIDED, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE FOOT (5') WIDE STRIP OF LAND ABUTTING ALL FRONT AND REAR LOT LINES AND AN EIGHT FOOT (8') WIDE STRIP OF LAND ABUTTING THE REAR LOT LINES, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENTS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT, THEN OR LATER, INTERFERE WITH THE RIGHTS AND USES HEREIN GRANTED.

CHARLES A. FAULK  
2715 L.L.C.

DATE

### ACKNOWLEDGMENT OF NOTARY

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHARLES A. FAULK, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE PLAT DEDICATION AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

### NOTARY PUBLIC

### COUNTY TREASURER'S CERTIFICATION

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

### COUNTY TREASURER

DATE

### REVIEW OF SARTY COUNTY PUBLIC WORKS

THIS FINAL PLAT OF MILT'S ADDITION WAS REVIEWED BY THE SARTY COUNTY SURVEYORS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

### SARTY COUNTY SURVEYOR/ENGINEER

### ACCEPTANCE OF SARTY COUNTY REGISTER OF DEEDS

THIS FINAL PLAT OF MILT'S ADDITION WAS RECORDED AT THE SARTY COUNTY REGISTER OF DEEDS OFFICE.

### SARTY COUNTY REGISTER OF DEEDS

DATE

### APPROVAL OF THE BELLEVUE CITY COUNCIL

THIS FINAL PLAT OF MILT'S ADDITION WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

APPROVAL OF THIS PLAT WILL BE NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

MAYOR

ATTEST

CITY CLERK

### APPROVAL OF THE BELLEVUE PLANNING COMMISSION

THIS FINAL PLAT OF MILT'S ADDITION WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION.

CHAIRPERSON, PLANNING COMMISSION

DATE

RECEIVED

NOV 06 2018

PLANNING DEPT.

Consultant

Owner

**RW ENGINEERING & SURVEYING**

R.W. Engineering & Surveying, Inc.  
8225 North 88th Circle, Omaha, Nebraska 68114  
Tel. 402-573-2267 | Email: RWSurvey@comcast.net

MILT'S ADDITION

SARTY COUNTY, NEBRASKA

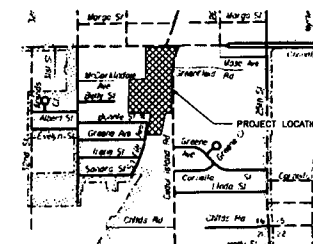
FINAL PLAT

PROJECT NO. 18-1478  
DATE: 10/31/2018  
DRAWN BY: CJO  
CHECKED BY: RWF

1 of 1

# **SITE INFORMATION**

TOTAL SITE AREA	EXISTING ±146,988 SF (±3.37 Ac)	PROPOSED ±545,988 SF (±12.53 Ac)
BUILDING COVERAGE	±50,804 SF (±3.4%)	±118,844 SF (±2.1%)
ZONING	MUR-5-72	R-20
ADJACENT ZONING	RS-72	RS-72
USE TYPE	SELF STORAGE FACILITY (CONDITIONALLY PERMITTED)	
TOTAL PAVED AREA	±71,124 SF (±4.8%)	±225,431 SF (±4.1%)
IMPERVIOUS COVERAGE	±121,785 SF (±8.2%)	±342,875 SF (±6.3%)
TOTAL NUMBER OF PARKING STALLS	N/A	229 (NOT INCLUDING EXISTING STALLS)
NUMBER OF HANDICAP STALLS	N/A	8
SETBACKS		
FRONT YARD	20' FRONT	20'
REAR YARD	N/A	NONE
INTERIOR SIDE YARD	N/A	NONE
STREET SIDE YARD	10'	10'
BUFFERYARD	N/A	25' ADJACENT RS-72 15' ALONG R.O.W.
STORMWATER		
RUNOFF	81.67 CF (100 YR)	87.32 CF (100 YR)
VOLUME	18,586 CF (100 YR)	20,186 CF (100 YR)
DETENTION REQ.	7,836 CF (100 YR)	



Consultant  
Owner  
**RW**  
R.W. Engineering & Surveying, Inc.  
6328 North 88th Circle  
Omaha, NE 68134 | 402-673-2288  
www.rw-engineering.com

VICINITY MAP  
NOT SCALE

RECEIVED  
NOV 08 2018

PLANNING DEPT.

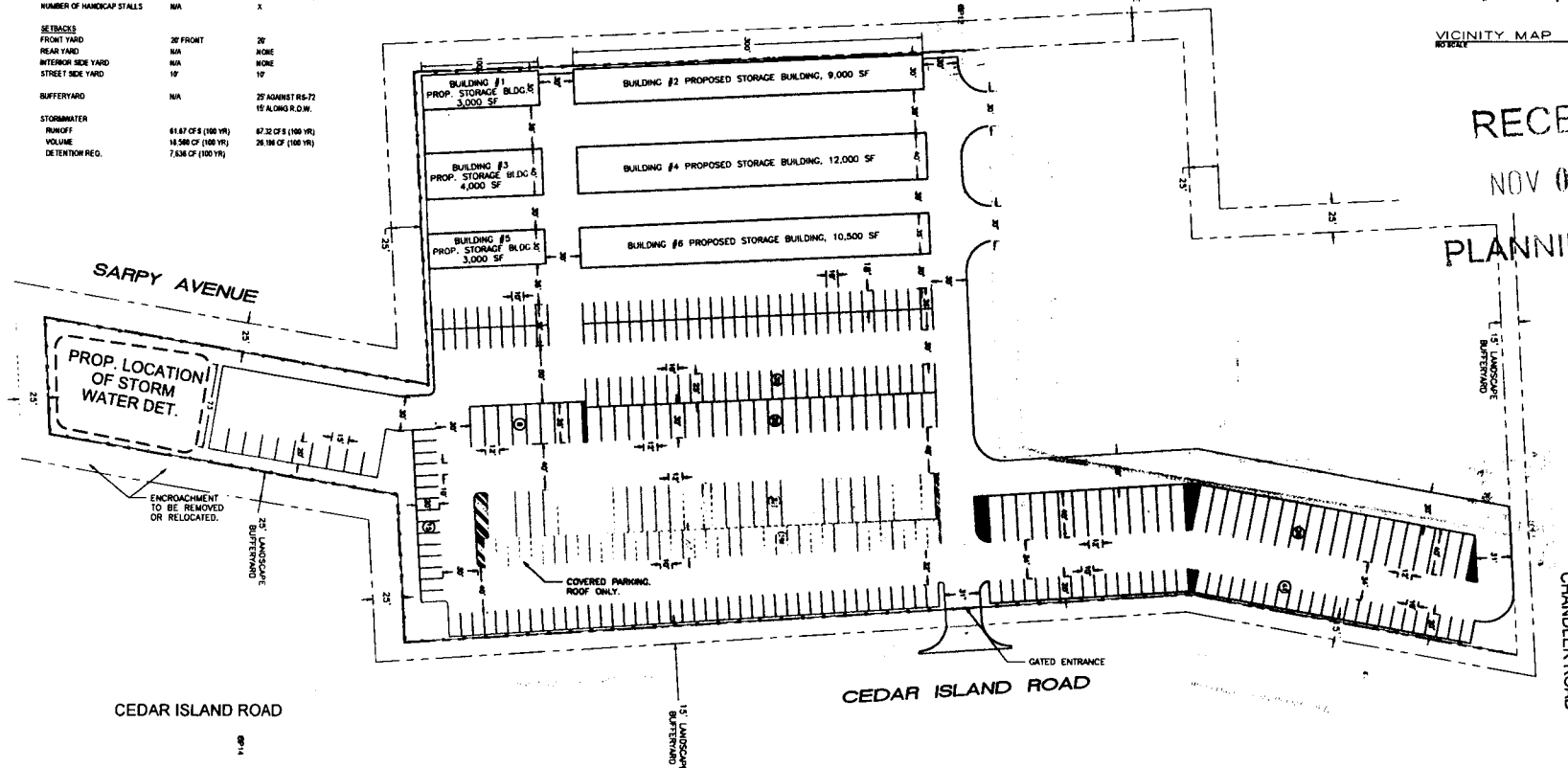
MILT'S MINI STORAGE  
EXPANSION  
2715 Chandler Rd  
Bellevue, NE

IN PROGRESS  
NOT FOR  
CONSTRUCTION

SITE  
PLAN

PROJECT INFO:  
PROJECT NO 18-1477  
DATE 11/08/2018  
DESIGNED BY SWS  
CHECKED BY  
REVISION DATE

811 Know what's below.  
Call before you dig.  
C.O.1



## **LEGEND**

- CONCRETE OR ASPHALTIC PAVEMENT
- PROPOSED FENCING

## **UTILITY WARNING**

UNDERGROUND UTILITIES AS SHOWN ARE PER DIGGERS HOTLINE LOCATORS AND AVAILABLE UTILITY COMPANY RECORDS. ADDITIONAL UNDERGROUND UTILITIES MAY BE PRESENT.  
R.W. ENGINEERING & SURVEYING GIVES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OF THIS UNDERGROUND SITE DATA. R.W. ENGINEERING & SURVEYING WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND FACILITIES WHICH OCCUR FROM THE USE OF THE INFORMATION PROVIDED.

**SITE PLAN**  
SCALE: 1"=50'



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

CITY OF BELLEVUE  
CONDITIONAL USE PERMIT  
LOT 1, MILT'S ADDITION,  
LOCATED IN THE SOUTHEAST ¼ OF SECTION 16, T14N, R13E OF THE 6<sup>TH</sup> P.M., SARP  
COUNTY, NEBRASKA

Conditional Use Permit for 2715 LLC

This Conditional Use Permit issued this \_\_\_\_\_ day of January, 2019 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska ("City") to 2715 LLC, ("Applicant"), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, 2715 LLC, is the legal owner of Lot 1, Milt's Addition, located in the Southeast ¼ of Section 16, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, consisting of approximately 8.64 acres, more or less ("Property"). Applicant desires to use the Property for the purpose of a self storage facility; and

WHEREAS, Applicant has applied for a conditional use permit for the purpose of using the Property as described above; and

WHEREAS, the Mayor and City Council of the City of Bellevue are agreeable to the issuance of a conditional use permit to the Applicant for such purpose, subject to certain conditions and agreements as hereinafter provided (the "Permit").

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Applicant to use the Property for the purpose described above, said use hereinafter being referred to interchangeably as a "Permitted Use" or "Use".

**Conditions of Permit**

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any breach of any terms hereof shall cause Permit to expire and terminate, subject to the rights of the Applicant to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Use:
  - a. A site plan showing the Property's boundaries, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit "A." A landscape plan is attached as Exhibit "B."

- b. The Property shall be developed and maintained in accordance with the site plan (Exhibit “A”) and all other exhibits, if any, of this Agreement. Any modifications to the site plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.
  - c. Applicant hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant’s Use of the Property.
3. The Applicant’s right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:
- a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.
  - b. Construction of the Use authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void.
  - c. Applicant may maintain a self storage facility on the Property.
  - d. All outdoor storage shall be in compliance with Section 5.24.03, City Zoning Ordinance.
  - e. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant’s expense within twelve (12) months of cessation of the Use of the Property.
  - f. All signage on Property related to Use shall be in conformance with the City Zoning Ordinance.
  - g. Applicant shall record this Permit with the Sarpy County Register of Deeds at Applicant’s expense.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
- a. Applicant’s abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.
  - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local rights are provided under laws, rules and regulations governing said permit.
  - c. Applicant’s breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.
5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Applicant or any third party to exercise said option) cause the same to be removed at Applicant’s cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same. Applicant hereby irrevocably grants the City, its

agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

6. If any provisions, or any portion thereof, contained in this Permit are held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7. The conditions and terms of this Permit shall be binding upon Applicant, its successors and assigns.

- a. Delay of City to terminate this Permit on account of breach of Applicant of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
- b. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Applicant shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Applicant of any breach of this Permit. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section b and diligently pursued and completed as soon as possible, and allowing additional time does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.
- c. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.
- d. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

2715 LLC  
2715 Chandler Road  
Bellevue, NE 68147

- e. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

The City of Bellevue

By: \_\_\_\_\_  
Rusty Hike, Mayor

ATTEST:

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

STATE OF NEBRASKA        )  
                                      )SS:  
COUNTY OF SARPY        )

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

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
Charlie Faulk for 2715 LLC

STATE OF NEBRASKA        )  
                                      )SS:  
COUNTY OF \_\_\_\_\_)

The undersigned, a notary public qualified in and for said county, does hereby certify that Charlie Faulk signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

EXHIBIT

A

tabbles

MILT'S MINI STORAGE EXPANSION

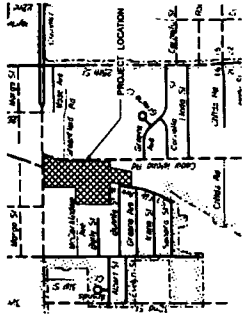
2715 Chandler Rd  
Berkshire, MA

IN PROGRESS  
NOT FOR  
CONSTRUCTION

SITE  
PLAN

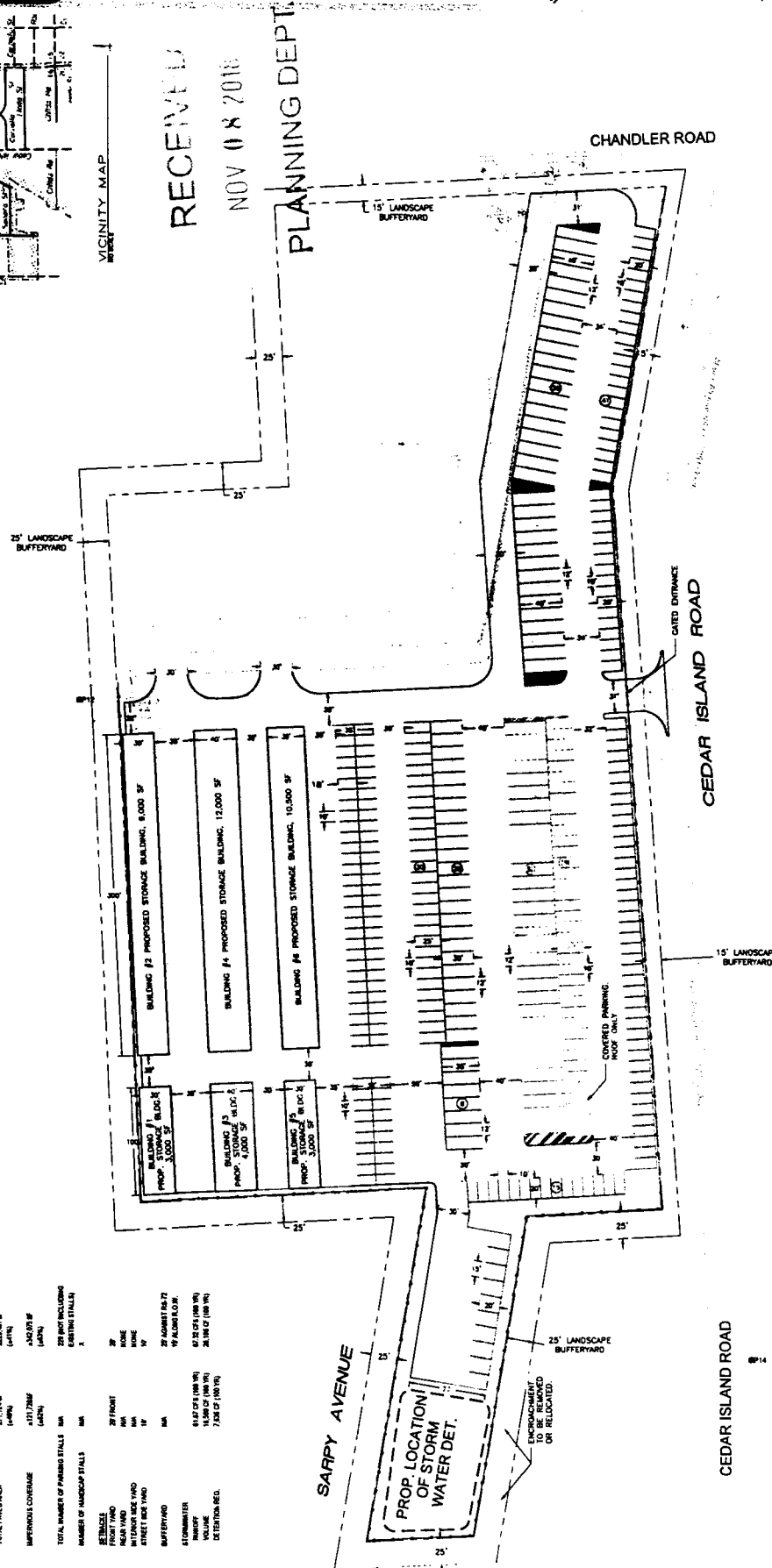
PROJECT NO. 11-0001  
DATE: 11/18/2016  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]

CO.1



VICINITY MAP

RECEIVED  
NOV 08 2016  
PLANNING DEPT.



UTILITY WARNING:  
THE INFORMATION ON THIS PLAN IS BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. IT IS THE RESPONSIBILITY OF THE USER TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES OR PERSONAL INJURY OR PROPERTY DAMAGE THAT MAY OCCUR AS A RESULT OF ANY CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE INFORMATION ON THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

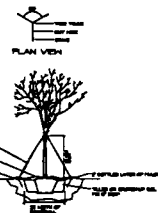
LEGEND  
CONCRETE OR ASPHALT PAVEMENT  
PROPOSED FENCING

SITE INFORMATION	
TOTAL SITE AREA	1.48 AC (102,000 SF)
EXISTING TOTAL PAVED AREA	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS AND SIDEWALKS)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, AND BIKEWAYS)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, AND TRAILS)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, AND FILL AREAS)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, AND FLOOD PLAZES)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, AND OPEN SPACE)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, AND UTILITIES)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, UTILITIES, AND LANDSCAPING)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, UTILITIES, LANDSCAPING, AND FENCING)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, UTILITIES, LANDSCAPING, FENCING, AND SIGNAGE)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, UTILITIES, LANDSCAPING, FENCING, SIGNAGE, AND LIGHTING)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, UTILITIES, LANDSCAPING, FENCING, SIGNAGE, LIGHTING, AND SECURITY)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, UTILITIES, LANDSCAPING, FENCING, SIGNAGE, LIGHTING, SECURITY, AND MAINTENANCE)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, UTILITIES, LANDSCAPING, FENCING, SIGNAGE, LIGHTING, SECURITY, MAINTENANCE, AND STORAGE)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, UTILITIES, LANDSCAPING, FENCING, SIGNAGE, LIGHTING, SECURITY, MAINTENANCE, STORAGE, AND OFFICE SPACE)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, UTILITIES, LANDSCAPING, FENCING, SIGNAGE, LIGHTING, SECURITY, MAINTENANCE, STORAGE, OFFICE SPACE, AND LOADING DOCKS)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, UTILITIES, LANDSCAPING, FENCING, SIGNAGE, LIGHTING, SECURITY, MAINTENANCE, STORAGE, OFFICE SPACE, LOADING DOCKS, AND TRUCK PARKING)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, UTILITIES, LANDSCAPING, FENCING, SIGNAGE, LIGHTING, SECURITY, MAINTENANCE, STORAGE, OFFICE SPACE, LOADING DOCKS, TRUCK PARKING, AND SERVICE AREAS)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, UTILITIES, LANDSCAPING, FENCING, SIGNAGE, LIGHTING, SECURITY, MAINTENANCE, STORAGE, OFFICE SPACE, LOADING DOCKS, TRUCK PARKING, SERVICE AREAS, AND WAREHOUSES)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, UTILITIES, LANDSCAPING, FENCING, SIGNAGE, LIGHTING, SECURITY, MAINTENANCE, STORAGE, OFFICE SPACE, LOADING DOCKS, TRUCK PARKING, SERVICE AREAS, WAREHOUSES, AND ADMINISTRATIVE BUILDINGS)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, UTILITIES, LANDSCAPING, FENCING, SIGNAGE, LIGHTING, SECURITY, MAINTENANCE, STORAGE, OFFICE SPACE, LOADING DOCKS, TRUCK PARKING, SERVICE AREAS, WAREHOUSES, ADMINISTRATIVE BUILDINGS, AND GUEST PARKING)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, UTILITIES, LANDSCAPING, FENCING, SIGNAGE, LIGHTING, SECURITY, MAINTENANCE, STORAGE, OFFICE SPACE, LOADING DOCKS, TRUCK PARKING, SERVICE AREAS, WAREHOUSES, ADMINISTRATIVE BUILDINGS, GUEST PARKING, AND VISITOR PARKING)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, UTILITIES, LANDSCAPING, FENCING, SIGNAGE, LIGHTING, SECURITY, MAINTENANCE, STORAGE, OFFICE SPACE, LOADING DOCKS, TRUCK PARKING, SERVICE AREAS, WAREHOUSES, ADMINISTRATIVE BUILDINGS, GUEST PARKING, VISITOR PARKING, AND EMPLOYEE PARKING)	1.15 AC (79,000 SF)
PROPOSED TOTAL PAVED AREA (EXCLUDING DRIVEWAYS, SIDEWALKS, BIKEWAYS, TRAILS, FILL AREAS, FLOOD PLAZES, OPEN SPACE, UTILITIES, LANDSCAPING, FENCING, SIGNAGE, LIGHTING, SECURITY, MAINTENANCE, STORAGE, OFFICE SPACE, LOADING DOCKS, TRUCK PARKING, SERVICE AREAS, WAREHOUSES, ADMINISTRATIVE BUILDINGS, GUEST PARKING, VISITOR PARKING, EMPLOYEE PARKING, AND FUTURE DEVELOPMENT)	1.15 AC (79,000 SF)

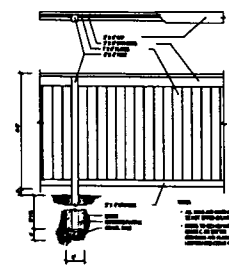
1 SITE PLAN  
CO.1 SCALE: 1"=50'

[illegible]

PLANNING DEPT.



## PLANTING DETAIL



SAMPLE WOOD FENCE

drawing #

**B**

**tablets\***

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	November 26, 2018	AGENDA ITEM TYPE:
SUBMITTED BY:  Chris Shewchuk, Planning Director <i>CMS</i>	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input checked="" type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request to amend Article 7: Sign Regulations, of the Bellevue Zoning Ordinance regarding digital signs. Applicant: City of Bellevue.

SYNOPSIS:

The Zoning Ordinance does not currently specify any standards for digital signs, other than digital billboards. The amendment proposes regulations for on- and off-premise digital signs, as well as revises the billboard regulations to make them compatible with other digital signs.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval to this Zoning Ordinance text amendment.

BACKGROUND:

The proposed amendment:  
 --requires all digital signs to be equipped with a sensor to automatically adjust brightness  
 --permits scrolling messages, but no other animation or movement, on on- and off-premise digital signs  
 --prohibits any motion or movement on digital billboards  
 --requires a hold time of at least 8 seconds between changes of images on all digital signs  
 --allows digital signs in additional zoning districts than currently permitted

ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff memo
- 3 Proposed Ordinance

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Signature: Kelly J. Miller]*  
 \_\_\_\_\_  
*[Signature: Kelly J. Miller]*  
 \_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: December 10, 2018

REQUEST: to amend Article 7, City of Bellevue Zoning Ordinance, regarding digital signs.

On November 15, 2018, the City of Bellevue Planning Commission voted four yes, one no, zero abstained, and four absent to recommend:

***APPROVAL*** of the amendment to Article 7, City of Bellevue Zoning Ordinance, regarding digital signs.

### VOTE:

Yes:	Five:	No:	One:	Abstain:	Zero:	Absent:	Four:
	Casey		Cutsforth				Perrin
	Baumgartner						Cain
	Jacobson						Ackley
	Smith						Ritz

Planning Commission Hearing (s) was held on: November 15, 2018



## City of Bellevue

Office of the Planning Department

**To:** Mayor Sanders  
City Council  
City Administrator Joe Mangiamelli

**From:** Chris Shewchuk, Planning Director *CMS*

**Date:** November 19, 2018

**Subject:** Amendment to Article 7 Zoning Ordinance, Sign Regulations

Article 7 of the Zoning Ordinance, regarding Sign Regulations, addresses digital billboards and provides specific guidelines for their use. These guidelines are not written anywhere so as to apply to digital signs that are not billboards, although those guidelines have been given to sign installers when digital signs have been permitted. The proposed amendments address how often a message can change on the sign, the permitted brightness of the sign, and animation or movement on the sign. In addition to the regulations pertaining to digital signs, we are proposing changes to the zoning districts where such signs are allowed.

The proposed amendments are shown below in Table 7F of the Zoning Ordinance:

**TABLE 7F PERMITTED SIGN CHARACTERISTICS BY ZONING DISTRICT**

	RE RS	RA AG	RG	INS(a)	M	BN BNH	BG BGH	BGM	FX	ML MH
Animated/ Digital(c)	N	N	N	<del>N</del> <u>S</u>	N	<del>N</del> <u>S</u>	S	S	S	S
Changeable Copy	N	N	N	<del>P</del> <u>S</u>	N	<del>N</del> <u>S</u>	S	S	S	S
Illumination, Internal	N	N	N	<del>P(b)</del> <u>S</u>	N	<del>S(b)</del>	S	S	S	S
Illumination, External	N	N	<del>P</del> <u>S</u>	<del>P(b)</del> <u>S</u>	PS	<del>S(b)</del>	S	S	S	S

P = Allowed without sign permit  
S = Allowed only with sign permit  
N = Not allowed

a. This column does not represent a zoning district. It applies to institutional uses permitted under the zoning ordinance in residential zoning districts. Such uses may include, but are not necessarily limited to, churches, school, funeral homes, and cemeteries.

b. For any sign, nNo direct light or significant glare from the sign shall be cast on to any adjacent zone lot this is zoned and used for residential purposes.

c. ~~Signs shall not change panels or messages within at least 15 seconds and flashing lights or brightness of signs may be regulated based on vehicular traffic safety.~~

c. The following regulations shall apply to on- and off-premise animated and digital signs:

--The image displayed on the sign shall not change more frequently than every 8 seconds.

--The image shall remain static during its display period (no movement or motion shall be permitted) other than a scrolling message.

--Signs shall be equipped with a sensor or other device to automatically adjust the day/night light intensity to a level not exceeding 0.3 foot candles over ambient lighting when measured in accordance with International Sign Association criteria.

--The City reserves the right to further regulate individual signs based on transportation safety.

In order to make the regulations regarding digital billboards and other digital signs consistent, the following amendment to Paragraph 7D of Section 7.04.03 of Article 7 is proposed:

#### **D. Digital billboards.**

Digital billboards shall comply with all requirements of this ordinance, plus the following specific requirements:

i. The image displayed on the sign shall not change more frequently than every ~~10~~8 seconds.

ii. The image shall remain static during its display period (no movement or motion shall be permitted).

iii. Digital billboard signs shall be equipped with a sensor or other device to automatically adjust the day/night light intensity to a level ~~of no greater than 5,000 nits during daylight hours and no greater than 750 nits during nighttime hours~~ not exceeding 0.3 foot candles over ambient lighting when measured in accordance with International Sign Association criteria.

#### **PLANNING DEPARTMENT RECOMMENDATION:**

APPROVAL of the proposed amendment to Article 7, City of Bellevue Zoning Ordinance.

#### **PLANNING COMMISSION RECOMMENDATION:**

APPROVAL of the proposed amendment as presented.

ORDINANCE NO. 3923

AN ORDINANCE TO AMEND ARTICLE 7: SIGN REGULATIONS, ORDINANCE NO. 3619, BELLEVUE ZONING ORDINANCE, RELATING TO DIGITAL SIGNS; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Paragraph 7D, of Section 7.04.03, of Ordinance No. 3619 is hereby amended to read as follows:

D. Digital billboards.

Digital billboards shall comply with all requirements of this ordinance, plus the following specific requirements:

- i. The image displayed on the sign shall not change more frequently than every 8 seconds.
- ii. The image shall remain static during its display period (no movement or motion shall be permitted).
- iii. Digital billboard signs shall be equipped with a sensor or other device to automatically adjust the day/night light intensity to a level not exceeding 0.3 foot candles over ambient lighting when measured in accordance with International Sign Association criteria.

Section 2. That Table 7F, of Ordinance No. 3619 is hereby amended to read as follows:

TABLE 7F PERMITTED SIGN CHARACTERISTICS BY ZONING DISTRICT

	RE RS	RA AG	RG	INS(a)	M	BN BNH	BG BGH	BGM	FX	ML MH
Animated/ Digital(c)	N	N	N	S	N	S	S	S	S	S
Changeable Copy	N	N	N	S	N	S	S	S	S	S
Illumination, Internal	N	N	N	S	N	S	S	S	S	S
Illumination, External	N	N	S	S	S	S	S	S	S	S

P = Allowed without sign permit  
S = Allowed only with sign permit  
N = Not allowed

- a. This column does not represent a zoning district. It applies to institutional uses permitted under the zoning ordinance in residential zoning districts. Such uses may include, but are not necessarily limited to, churches, school, funeral homes, and cemeteries.
- b. For any sign, no direct light or significant glare from the sign shall be cast on to any adjacent zone lot this is zoned and used for residential purposes.
- c. The following regulations shall apply to on- and off-premise animated and digital signs:
  - The image displayed on the sign shall not change more frequently than every 8 seconds.
  - The image shall remain static during its display period (no movement or motion shall be permitted) other than a scrolling message.

- Signs shall be equipped with a sensor or other device to automatically adjust the day/night light intensity to a level not exceeding 0.3 foot candles over ambient lighting when measured in accordance with International Sign Association criteria.
- The City reserves the right to further regulate individual signs based on transportation safety.

**S**ection 3. That Paragraph 7D of Section 7.04.03 and Table 7F, of Ordinance No. 3619, Bellevue Zoning Ordinance, as heretofore existing are hereby repealed:

**S**ection 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

**A**DOPTEd by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: 11.26.18  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12a  
12-10-18

COUNCIL MEETING DATE:	12/10/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Rich Seversen		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:

**Consulting Services Agreement - Employee Wellness Program**

SYNOPSIS:

The consulting services agreement between Lockton and the City of Bellevue to administer the employee wellness program is up for renewal for 2019 (attached)

FISCAL IMPACT:

Budgeted expense \$19,800 / CONTRACT YEAR

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:

Recommendation to renew the 2019 Consulting Services Agreement between Lockton and the City of Bellevue to administer the employee wellness program.

BACKGROUND:

The City utilizes Lockton companies for its third party administrator for the employee wellness program. Services outlined in Addendum A of the attached agreement.

ATTACHMENTS:

1 Consulting Services Agreement

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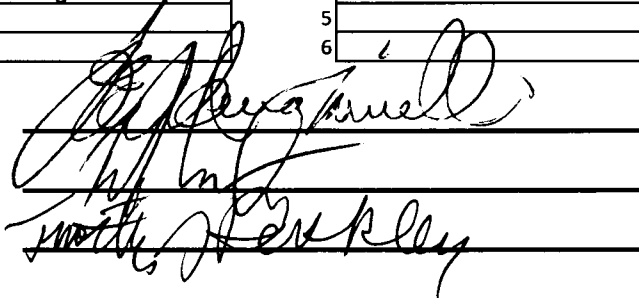
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



**CONSULTING SERVICES AGREEMENT**  
**CITY OF BELLEVUE**  
**and**  
**KANSAS CITY SERIES OF**  
**LOCKTON® COMPANIES, LLC**

This Agreement made and entered into effective as of this 1st day of September, 2018, by and between City of Bellevue, having offices at 210 West Mission Avenue, Bellevue, NE 68005 (hereinafter referred to as “Client”), and Kansas City Series of Lockton Companies, LLC, having offices at 444 W. 47<sup>th</sup> Street, Suite 900; Kansas City, Missouri 64112 (hereinafter referred to as “Lockton”).

Client wishes to procure certain services that can be performed by Lockton; and Lockton can provide and desires to render to Client such services; and

The parties agree that it would be to their mutual advantage to execute this Agreement and thereby define the terms and conditions that shall control the rendering of services provided to Client by Lockton.

Now, therefore, in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**I. Service Period**

This Agreement will be in effect from the effective date above through August 31, 2019 unless earlier terminated in accordance with the provisions of the Agreement.

**II. Service Compensation**

- A. All consulting and/or services provided by Lockton as set forth in Addendum A will be performed for a fee of \$19,800 per contract period which includes 100 nurse hours, paid quarterly billed by Lockton client; additionally, Nurse Advocate outreach hours beyond the original 100 hours included in the fee, will be invoiced

quarterly at the rate of \$85/hour upon mutual written agreement as noted in Addendum A.

- B. It is further agreed that no portion of any noncash compensation (e.g., meals, entertainment, travel, gifts, etc.) received by Lockton from any insurance company, intermediary, or other third party as a result, in whole or in part, of Lockton's services as Client's insurance broker shall be offset or credited against the compensation payable to Lockton as set forth above.

Payment of all invoices submitted under this Agreement will be made within thirty (30) days.

### **III. Services**

- A. It is hereby understood and agreed that in consideration of the compensation set forth above, Lockton will provide the consulting services outlined in Addendum A, which is attached to and made part of this Agreement.
- B. It is further agreed that other risk management services may be undertaken that are outside the foregoing scope of services by mutual consent, which consent may be verbal provided that it is subsequently acknowledged in writing by either or both of the parties. Amendments may be made to this Agreement as deemed appropriate by both parties.
- C. When in Lockton's professional judgment it is necessary or appropriate, Lockton may utilize the services of third parties or other appropriate outside vendors to assist in the servicing of Client's employee wellness programs. However, this may only be done after consultation with and prior approval by Client.

### **IV. Termination of Services**

Client or Lockton may terminate this Agreement at any time with thirty (30) days' written notice to the other party. Lockton shall be entitled to receive all fees earned up to the effective date of termination.

### **V. Additional Obligations of Client/Confidentiality**

- A. Client shall provide Lockton with reasonable cooperation and assistance necessary for Lockton to fulfill its responsibilities to Client pursuant to the terms of this

Agreement, including, without limitations, copies of all documents reasonably requested by Lockton and the cooperation of and access to certain of Client's personnel.

- B. Lockton acknowledges that the nature of its relationship with Client is one in which Client shall entrust Lockton as the custodian of certain of Client's information, some of which may be of a confidential or proprietary nature. Lockton shall undertake all reasonable efforts to maintain the integrity of all of Client's information, whether or not such information is confidential or proprietary. In addition, all patient files and medical records generated as a result of this Agreement shall be considered Protected Health Information (PHI) as defined by the Business Associate Agreement by and between Lockton and the Client, which is attached to and made part of this Agreement in Addendum B. Lockton's receipt, transmission, maintenance, creation, use and disclosure of all PHI shall be governed by the terms and conditions of the BAA.

## **VI. General Conditions**

- A. Neither party shall assign the rights nor duties herein set forth without the prior written consent of the other party.
- B. The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof. Subject to the provisions of Section III.B., this Agreement shall not be amended except by a written amendment signed by both parties, and no promises, agreement, or representations not herein set forth shall be of any force or effect between them. This Agreement shall serve to terminate and supersede all agreements and undertakings heretofore entered into between the parties on subjects covered by this Agreement.
- C. Lockton and Client shall indemnify, defend, and hold one another, their directors, officers, employees, agents, and representatives harmless from and against any and all claims, damages, losses, or expenses (including such parties' reasonable attorney, accountant, and expert witness fees and costs) incurred by one party as the result of

(i) a material breach by the other party of any of its obligations under this Agreement or (ii) any willful or negligent conduct of the other party.

D. Any communication or notice required or which may be given hereunder shall be addressed to Client and to Lockton at their addresses set forth in the preamble hereof.

E. This Agreement shall be governed for all purposes by the laws of the state of Nebraska.

In witness whereof, the parties hereto have executed the Agreement in duplicate intending each copy to serve as an original as of the day and year first written above.

KANSAS CITY SERIES OF LOCKTON COMPANIES, LLC

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

Timothy Meacham, Chief Operating Officer

THE CITY OF BELLVUE

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

Rita Sanders, Mayor

## Addendum A – Consulting Agreement Services

Standard Health Risk Solutions Services		Typical Frequency	Cost
❖	<b>Health Risk Assessment (HRA)</b> – Administer the delivery of an online survey of individual medical history and lifestyle choices behaviors.	Annually	Included in fee
❖	<b>Preventive Screening Form administration</b> – The collection / measurement of height, weight, waist circumference, blood pressure, as well as laboratory screening from physician verification forms.	Annually	Included in fee
❖	<b>Employee personal health profile</b> – An individualized comprehensive report that presents each individual's information and results, and stratifies into a risk category.	Annually	Included in fee
❖	<b>Employer Aggregate Report</b> – A comprehensive aggregate report of the Client's biometric and lifestyle results stratified by risk category, and executive review of findings.	Annually	Included in fee
❖	<b>Incentive Tracking and Reporting</b> - A report will be provided with names of participants and their incentive qualification status.	Annually	Included in fee
❖	<b>Wellness Newsletter</b>	Monthly	Electronic version included (printing expense is a pass through)
<b>Clinical Nurse Advocates</b>			
❖	InfoLock Plus data feed	Monthly	Included in fee
❖	Provide Aggregate InfoLock Reporting	Annually	Included in fee
❖	Review Medical Intelligence reporting	Quarterly/Renewal	Included in fee
❖	Monitor, coach and coordinate potential high cost claimants	Case by Case basis	\$85 per hour
❖	Prepare and present Stewardship Report	Annually	Included in fee
❖	Prepare annual Client Service Plan	Annually	Included in fee

## **ADDENDUM B**

### **BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (the “Agreement”) is made and effective this 1st day of September, 2018 (the “Effective Date”), by and between the Kansas City Series of Lockton Companies, LLC (“Lockton”), City of Bellevue (“Client”) and the group health plan(s) maintained by Client (“Plan”).

WHEREAS, Plan is an employee welfare benefit plan as defined by Section 3(1) of the Employee Retirement Income Security Act of 1974 (“ERISA”) that provides medical care to its employees and their dependents;

WHEREAS, Plan has engaged Lockton to provide certain health and welfare insurance brokerage and/or consulting services that may include, as applicable, Pharmacy Analytic Services, InfoLock® Services and/or other consulting services as mutually agreed to by the parties (collectively, “Services”), which may or will necessitate Disclosure of Protected Health Information (“PHI”) to Lockton; and

WHEREAS, the parties to this Agreement are committed to compliance with the Privacy, Security, Breach Notification, Standard Transactions and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations at 45 C.F.R. Parts 160 to 164 (“HIPAA Regulations”) and any current and future regulations promulgated under HIPAA or the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”);

WHEREAS, Client is authorized to enter into this agreement on behalf of Plan;

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to maintain the privacy and security of PHI as set forth herein:

#### **ARTICLE 1. DEFINITIONS**

“**Breach**” means the acquisition, access, use or disclosure of protected health information which compromises the privacy or security of such information as determined by the HIPAA Regulations.

“**Data Aggregation**” means the combining of Protected Health Information created or received by Lockton in its capacity as a business associate of the Plan with the Protected Health Information received by Lockton in its capacity as a business associate of another covered entity to permit data analyses that relate to the health care operations of the respective covered entities.

**“Designated Record Set”** means a group of records maintained for the Plan that is (i) the medical records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) Used, in whole or in part, by or for the Plan to make decisions about individuals. For the purposes of this definition, “record” means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, Used, or disseminated by or for the Plan.

**“Disclose”** or **“Disclosure”** means release, transfer, provision of access to, or divulging in another manner, of information outside the entity holding the information.

**“Electronic Media”** means (i) electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card, or (ii) transmission media Used to exchange information already in electronic storage media. For the purposes of this definition, “transmission media” include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dialup lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

**“Electronic PHI”** means individually identifiable health information that is transmitted by or maintained in Electronic Media.

**“Individual”** means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).

**“InfoLock® Services”** means the performance of data analytic consulting services for the Client, including but not limited to: medical and pharmacy claims, Health Risk Assessment and biometric screening information to identify possible trends in chronic disease, high-cost claims, and utilization patterns.

**“Pharmacy Analytics Services”** means the performance of consulting services for the Client, including but not limited to: data modeling, benchmarking, auditing, marketing of the program or Requests for Proposals (RFP), diagnostic analysis, reporting and related pharmacy financial and clinical information consulting services.

**“Privacy Rule”** means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E.



**“Protected Health Information”** or **“PHI”** means information that is created or received by Lockton from or on behalf of the Plan and is information about an individual, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be Used to identify the individual. PHI does not include individually identifiable health information in: (i) education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. 1232g; and (ii) records described at 20 U.S.C. 1232g(a)(4)(B)(iv). PHI also does not include individually identifiable health information maintained by an entity in its role as an employer.

**“Required By Law”** means a mandate contained in law that compels a covered entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required By Law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

**“Secretary”** means the Secretary of Health and Human Services (HHS) or any other officer or employee of HHS to whom the authority involved has been delegated.

**“Security Incident”** means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information or interference with system operations in an information system. Inconsequential incidents that occur on a daily basis, such as scans or pings on Lockton’s networks or servers containing electronic PHI, shall not be considered a Security Incident subject to reporting, unless so required by the Privacy Rule.

**“Security Rule”** means the Security Standards and Implementation Specifications at 45 C.F.R. Parts 160 and 164, Subparts A and C.

**“Standards for Electronic Transactions Rule”** means the final regulations issued by Health and Human Services concerning standard transactions and code sets under the Administrative Simplification provisions of HIPAA, 45 C.F.R. Parts 160 and 162.

**“Unsecured PHI”** means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

**“Use”** means the sharing, employment, application, utilization, examination, or analysis of information.

All terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules:-

## **ARTICLE 2. OBLIGATIONS AND ACTIVITIES OF LOCKTON**

**2.1** Lockton agrees to not Use or further Disclose PHI other than as permitted or required by this Agreement or as Required By Law.

**2.2** Lockton agrees to use appropriate safeguards to prevent the Use or Disclosure of the PHI other than as provided for by this Agreement.

**2.3** Lockton agrees to implement administrative, physical, and technical safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI.

**2.4** Lockton agrees to notify the Plan of any Security Incident or Use or Disclosure of PHI not permitted by this Agreement of which Lockton is aware, including any Breach of Unsecured PHI as required by 45 C.F.R. 164.410. Such notice shall be provided within three (3) business days and shall include, to the extent possible, information that is required to be included in notification to the individual under 45 C.F.R. 164.404.

**2.4.1** Lockton and Plan agree that unsuccessful attempts at unauthorized access or system interference occur frequently and that there is no significant benefit for data security from requiring the documentation and reporting of such unsuccessful intrusion attempts. In addition, both parties agree that the cost of documenting and reporting such unsuccessful attempts as they occur would outweigh any potential benefit gained from reporting them. Consequently, both Lockton and Plan agree that this Agreement shall constitute the documentation, notice and written report of such unsuccessful attempts at unauthorized access or system interference as required above and by 45 C.F.R. Part 164, Subpart C and that no further notice or report of such attempts will be required. By way of example (and not limitation in any way), the Parties consider the following to be illustrative (but not exhaustive) of unsuccessful Security Incidents when they do not result in unauthorized access, use, disclosure, modification, or destruction of e-PHI or interference with an information system:

1. Pings on a Party's firewall,
2. Port scans,
3. Attempts to log on to a system or enter a database with an invalid password or username,
4. Denial-of-service attacks that do not result in a server being taken off-line, and
5. Malware (e.g., worms, viruses).

Otherwise, Lockton will document as required by 45 C.F.R. Part 164, Subpart C and report to Plan (i) any successful unauthorized access, use, disclosure, modification, or destruction of Plan's Electronic Protected Health Information of which Lockton becomes aware, or (ii) any successful unauthorized interference with system operations in Lockton's Information System containing Plan's Electronic Protected Health Information of which Lockton becomes aware. Such reports will be provided within ten (10) business days of when Lockton becomes aware of the incident.

**2.5** Lockton may disclose PHI to subcontractors, vendors and/or other third parties, including affiliates of Lockton, to the extent necessary to perform the Services. To the extent any subcontractor, vendor and/or other third party creates, receives, maintains or transmits PHI of the Plan on behalf of Lockton, Lockton agrees to ensure that any such subcontractor, vendor and/or other third party agrees in writing to the same restrictions and conditions that apply to Lockton with respect to such PHI.

**2.6** To the extent any affiliate of Lockton creates, receives, maintains or transmits PHI of Plan to provide Services to Client pursuant to this Agreement, Lockton agrees to ensure that such affiliate agrees in writing to the same restrictions and conditions that apply to Lockton with respect to such PHI.

**2.7** At the request of the Plan, Lockton agrees to provide access to PHI in a Designated Record Set, as directed to an Individual in order to meet the Plan's obligations under 45 C.F.R. 164.524.

**2.8** Lockton agrees to make any amendment(s) to PHI in a Designated Record Set as directed by or agreed to by Plan and to take any other measures necessary to satisfy the Plan's obligations pursuant to 45 C.F.R. 164.526.

**2.9** Lockton agrees to make internal practices, books, and records, relating to the Use and Disclosure of PHI received from, or created or received by Lockton on behalf of, the Plan available to the Secretary, in a time and manner mutually agreed upon by Lockton and the Plan or as designated by the Secretary, for purposes of the Secretary determining the Plan's compliance with HIPAA.

**2.10** Lockton agrees to document such Disclosures of PHI and, provide such information to Plan as would be required for the Plan to respond to a request by an individual for an Accounting of Disclosures of PHI in accordance with 45 C.F.R. 164.528.



**2.11** To the extent Lockton is to carry out one or more of Plan's obligations with respect to HIPAA, Lockton will comply with the requirements of HIPAA in the performance of such obligations.

### **ARTICLE 3. PERMITTED USES AND DISCLOSURES BY LOCKTON**

Lockton will Use or Disclose PHI including, without limitation, claim, eligibility, financial and other data received from, or created or received on behalf of Plan consistent with the minimum necessary requirements applicable to Plan set forth in 45 C.F.R. 164.514(d) and only:

**3.1** As permitted or required by this Agreement or applicable law, or to perform Services on behalf of Client and Plan as described in this Agreement, but not in such a manner that would violate HIPAA.

**3.2** For the proper management and administration of Lockton or to carry out the responsibilities of Lockton, provided that Lockton will only Disclose PHI pursuant to this Paragraph 3.2 where such Disclosure is Required By Law or Lockton obtains reasonable assurances from the person to whom the PHI is Disclosed that it will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person notifies Lockton of any instances of which it is aware in which the confidentiality of the information is breached;

**3.3** To create de-identified information in compliance with 45 C.F.R. 164.514(a)-(c). Once PHI has been de-identified, it shall no longer be considered PHI and shall not be subject to the confidentiality obligations or restrictions on Disclosure set forth in this Agreement;

**3.4** To provide Data Aggregation Services on behalf of the Plan, including, without limitation, Disclosure of PHI to subcontractors, vendors and/or other third parties, as may be necessary to allow Lockton to perform the Services; to Use and store PHI in a benchmark database; and to Disclose de-identified and disassociated data for population benchmarking and normative reporting purposes.

**3.5** To Use PHI to report violations of law to appropriate Federal and State authorities consistent with the Privacy Rule;

**3.6** As Required by Law.

### **ARTICLE 4. OBLIGATIONS OF CLIENT**

**4.1** Client shall make all necessary amendments to Plan documents to permit Use and Disclosure of PHI by Lockton as described in this Agreement.



**4.2** Client shall provide Lockton with a list of person(s) ("Designee") who perform functions for the Plan or for the Client as Plan Sponsor to whom it is permissible for Lockton to Disclose PHI. To the extent Client has limited the amount of PHI that may be Disclosed to a Designee, Client shall notify Lockton of such limitation. Client shall immediately notify Lockton of any changes in a Designee or the extent of PHI that may be disclosed to a Designee.

**4.3** Client shall provide Lockton with the Plan's notice of privacy practices, as well as any changes to such notice. Client shall ensure that such notice of privacy practices permits the Use and Disclosure of PHI by Lockton as described in this Agreement.

**4.4** Client will provide necessary authorization or instruction to the administrator of the Plan to facilitate the release of PHI to Lockton.

**4.5** Client shall provide Lockton with any changes in, or revocation of, permission by an individual to Use or Disclose PHI, if such changes affect Lockton's Use or Disclosure of PHI under this Agreement.

**4.6** Client shall notify Lockton of any restriction to the Use or Disclosure of PHI that the Client has agreed to on behalf of the Plan in accordance with 45 C.F.R. 164.522.

**4.7** Client shall not request Lockton Use or Disclose PHI in any manner that would not be permissible under HIPAA if done by the Plan.

**4.8** Client will not Use or Disclose any information received from Lockton for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of Client.

## **ARTICLE 5. TERM AND TERMINATION OF THE AGREEMENT**

**5.1 Term.** This Agreement shall be effective as of the Effective Date. This Agreement shall continue until all of the PHI provided by the Plan to Lockton, or created or received by Lockton on behalf of the Plan, is destroyed or returned to the Plan, unless otherwise terminated as described in Paragraph 5.2.

**5.2 Termination for Cause.** If Lockton violates any material term of this Agreement, the Client shall provide an opportunity for Lockton to cure the breach or end the violation. If Lockton does not cure the breach or end the violation within a reasonable time period or if cure is not possible, Client may immediately terminate this Agreement.

### **5.3 Effect of Termination.**

(A) Upon termination of this Agreement, Lockton shall, if feasible, return or destroy all PHI received from the Plan, or created or received by Lockton on behalf of the Plan. This provision shall also apply to PHI that is in the possession of subcontractors, vendors and/or other third parties engaged by Lockton to assist in the provision of Services. Lockton shall retain PHI only as described in Subparagraph (B) below.



(B) Lockton shall retain only that PHI for which return or destruction is infeasible or retention is necessary for Lockton to continue its proper management and administration or to carry out its legal responsibilities. Lockton shall continue to use appropriate safeguards, comply with HIPAA, and adhere to the terms of this Agreement with respect to PHI for as long as Lockton retains the PHI.

## **ARTICLE 6. MISCELLANEOUS PROVISIONS**

**6.1 Regulatory Reference.** A reference in this Agreement to a section in HIPAA or to a section of the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.

**6.2 Amendment.** The Client and Lockton agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Plan to comply with the requirements of HIPAA, including the provisions of HITECH. This Agreement may be amended by the Client and Lockton by the express mutual written agreement of both parties. This Agreement contains the entire Business Associate Agreement between the parties and supersedes all other understandings and agreements, oral or written, between the parties regarding privacy of PHI.

**6.3 Survival.** The respective rights and obligations of Lockton under Paragraph 5.3 of this Agreement shall survive the termination of this Agreement.

**6.4 Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Plan and Lockton to comply with HIPAA. When a section of the Agreement calls for Lockton to respond to a request from the Plan in conjunction with a regulation specifically cited in the section, Lockton may rely on the Plan's request as verification by the Plan that the request is made in compliance with the regulation. Lockton is not responsible for confirming that the Plan's request is made in compliance with the specific regulation.

**6.5 Indemnification.** Each party to this Agreement will indemnify the other and hold it harmless against any loss, cost, damage, claim or expense (including reasonable attorney's fees) arising from the party's improper Use and/or Disclosure of PHI through negligence or intentional wrongdoing or from breach of this Agreement.

**6.6 Governing Law.** This Agreement shall be governed by HIPAA and, where not covered by HIPAA or other federal law, the laws of the State of Missouri.

**6.7 Terms.** Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine. Headings or titles of sections are for general information only and this Agreement shall not be construed by reference to such titles.

**6.8 Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. If any provision of this



Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provision had not been included.

**6.9 Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Lockton, or the Client and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

This Agreement is executed and effective on the Effective Date first written above.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

126  
12.10.18

COUNCIL MEETING DATE:	12/10/2018	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:

Purchase station alerting system.

SYNOPSIS:

Bellevue and Papillion will be installing a station alerting system that works with the shared Sarpy, Douglas CAD system and Omaha Fire's backbone for station alerting.

FISCAL IMPACT:

Budgeted \$248,495.30

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

We have a budget of \$260,000.00 for this project.

RECOMMENDATION:

Approve purchase.

BACKGROUND:

In 2010 when we started a paid 24 hour response service from the stations, Bellevue communications made an improvised system. The new station alerting system will allow faster dispatch times when using automatic mutual aid with both Omaha and Papillion.. US Digital Systems was selected by Omaha Fire to be able to deliver dispatch to multiple stations simultaneously so Bellevue and Papillion will join the Omaha system to improve our dispatches. The new dispatching has many features that are improvised system does not, such as the ability to open doors for mutual aid departments filling in at peak dispatch times, the ability to dispatch simultaneously and specific to each room, rather than alerting the entire station. display the address as it is being dispatched and the ability to interact with smart phones.

ATTACHMENTS:

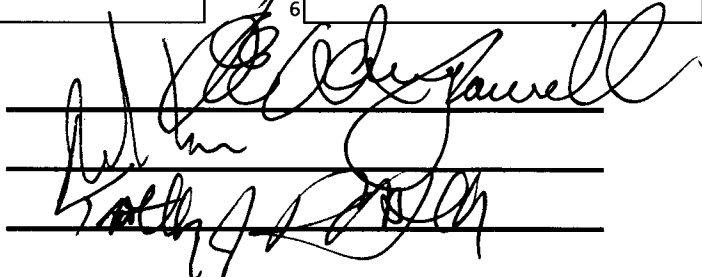
1	Bld	4	
2	Bellevue pricing	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



**OMAHA FIRE DEPARTMENT  
USDD FIRE STATION ALERTING SYSTEM  
REVISION 1  
SEPTEMBER 26, 2017**

**FOR DELIVERY TO:**  
Bellevue Fire Dept.  
211 W. 22nd Avenue  
Bellevue, NE 68005  
Asst. Chief Steve Betts  
[sbetts@bellevue.net](mailto:sbetts@bellevue.net)  
**402-293-3153**

ITEM	LOCATION	DESCRIPTION	FSA SYSTEM	EXTENDED
<b>DISPATCH LEVEL SUBTOTALS</b>				
1	PRIMARY DISPATCH CENTER	G2 FSA System, Mobile App, Services, Yr. 1 Warranty & Support	\$ 12,113.06	\$ 12,113.06
<b>STATION LEVEL SUBTOTALS</b>				
2	BELLEVUE STATION 1	System, Mobile App, Services, Yr. 1 Warranty & Support	\$ 56,083.31	\$ 56,083.31
3	BELLEVUE STATION 2	System, Mobile App, Services, Yr. 1 Warranty & Support	\$ 58,866.79	\$ 58,866.79
4	BELLEVUE STATION 3	System, Mobile App, Services, Yr. 1 Warranty & Support	\$ 59,568.63	\$ 59,568.63
6	BELLEVUE STATION 4	System, Mobile App, Services, Yr. 1 Warranty & Support	\$ 61,827.51	\$ 61,827.51
30% down with order; 30% upon shipment; 30% following install; and 10% following system acceptance				

**BELLEVUE FIRE DEPARTMENT  
USDD FIRE STATION ALERTING SYSTEM  
JUNE 07, 2018**

**FOR DELIVERY TO:**  
Bellevue Fire Department  
211 W. 22nd Ave.  
Bellevue, NE 68005  
Asst Chief Steve Betts  
[sbetts@bellevue.net](mailto:sbetts@bellevue.net)  
**402-293-3153**

ITEM	PART NUMBER	DESCRIPTION	QTY.	UNIT	EXTENDED
<b>STATION SYSTEM LICENSES</b>					
1	VA	G2 VOICEALERT - Single Station License	1	\$ 1,030.00	\$ 1,030.00
2	G2-APP-DLI	G2 Mobile FSAS App - up to 24 licenses per ATX	24	INCLUDED	INCLUDED
<b>PHOENIX G2 STATION CONTROLLER</b>					
3	ATX	G2 ATX Station Controller up to 8 peripheral remote options	1	\$ 21,750.00	\$ 21,750.00
4	UPS-STD	ATX UPS, Standard	1	\$ 923.00	\$ 923.00
5	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	1	\$ 57.00	\$ 57.00
<b>STATION SYSTEM PERIPHERAL OPTIONS</b>					
6	AMP	Audio Amplifier, External, Standard	1	\$ 987.00	\$ 987.00
7	AMP-S	Shelf, Under table or Wall Mount, for 1U 1/2 Rack	1	\$ 66.00	\$ 66.00
8	MS-G-S	G2 Message Sign, Digital LED - 24" Active Screen Width	2	\$ 1,050.00	\$ 2,100.00
9	MS-AP-D	MS-G Adapter Plate, Double, VESA	1	\$ 49.00	\$ 49.00
10	MS-MNT-ART-L	MS Mount - Articulating, Long Reach	1	\$ 287.00	\$ 287.00
11	SPK-LED-FM	G2 LED Illuminated Speaker - Flush Mount, 70v	11	\$ 325.00	\$ 3,575.00
12	SPK-STD- FM	Speaker - Standard, Flush Mount (Metal Box)	2	\$ 85.00	\$ 170.00
13	SPK-STD-SM	Speaker - Standard, Surface Mount (Metal Box), 70v	4	\$ 85.00	\$ 340.00
14	SPK-W-SM	SPEAKER - App Bay/Outdoor - Weatherized Surface Mount, 70v	8	\$ 310.00	\$ 2,480.00
15	STR	G2 Strobe Light/ Red LED	1	\$ 550.00	\$ 550.00
<b>STATION SYSTEM WARRANTY</b>					
16	RS-1YR-STD	1st year std warranty & support + 6 months = 18 months*		Included	Included
<b>STATION-LEVEL SERVICES</b>					
17	ST-INST	Station Installation	1	\$ 14,818.90	\$ 14,818.90
18	ST-SU	Station Configuration and Start-Up	1	\$ 2,405.48	\$ 2,405.48
19	ST-PM	Station Project Management	1	\$ 2,905.92	\$ 2,905.92
20	ST-ES	Station Engineering/Design Services	1	\$ 515.46	\$ 515.46
21	ST-DM	Station Documentation	1	\$ 51.55	\$ 51.55
22	SHIPPING	Shipping	1	\$ 1,022.00	\$ 1,022.00

\*Warranty includes telephone remote access support (8:00 AM - 5:00 PM MST). See  
See Warranty for complete details.

**BELLEVUE FIRE DEPARTMENT  
USDD FIRE STATION ALERTING SYSTEM  
JUNE 07, 2018**

**FOR DELIVERY TO:**  
Bellevue Fire Department  
211 W. 22nd Ave.  
Bellevue, NE 68005  
Asst Chief Steve Betts  
[sbetts@bellevue.net](mailto:sbetts@bellevue.net)  
**402-293-3153**

ITEM	PART NUMBER	DESCRIPTION	QTY.	UNIT	EXTENDED
<b>STATION SYSTEM LICENSES</b>					
1	VA	G2 VOICEALERT - Single Station License	1	\$ 1,030.00	\$ 1,030.00
2	G2-APP-DLI	G2 Mobile FSAS App - up to 24 licenses per ATX	24	INCLUDED	INCLUDED
<b>PHOENIX G2 STATION CONTROLLER</b>					
3	ATX	G2 ATX Station Controller up to 8 peripheral remote options	1	\$ 21,750.00	\$ 21,750.00
4	UPS-STD	ATX UPS, Standard	1	\$ 923.00	\$ 923.00
5	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	1	\$ 57.00	\$ 57.00
<b>STATION SYSTEM PERIPHERAL OPTIONS</b>					
6	AMP	Audio Amplifier, External, Standard	1	\$ 987.00	\$ 987.00
7	AMP-S	Shelf, Under table or Wall Mount, for 1U 1/2 Rack	1	\$ 66.00	\$ 66.00
8	MS-G-S	G2 Message Sign, Digital LED - 24" Active Screen Width	4	\$ 1,050.00	\$ 4,200.00
9	MS-AP-D	MS-G Adapter Plate, Double, VESA	2	\$ 49.00	\$ 98.00
10	MS-MNT-ART-L	MS Mount - Articulating, Long Reach	2	\$ 287.00	\$ 574.00
11	SPK-LED-FM	G2 LED Illuminated Speaker - Flush Mount, 70v	9	\$ 325.00	\$ 2,925.00
12	SPK-STD-FM	Speaker - Standard, Flush Mount	1	\$ 85.00	\$ 85.00
13	SPK-STD-SM	Speaker - Standard, Surface Mount (Metal Box), 70v	6	\$ 85.00	\$ 510.00
14	SPK-W-SM	SPEAKER - App Bay/Outdoor - Weatherized Surface Mount, 70v	10	\$ 310.00	\$ 3,100.00
15	STR	G2 Strobe Light/ Red LED	1	\$ 550.00	\$ 550.00
<b>STATION SYSTEM WARRANTY</b>					
16	RS-1YR-STD	1st year std warranty & support + 6 months = 18 months*		Included	Included
<b>STATION-LEVEL SERVICES</b>					
17	ST-INST	Station Installation	1	\$ 14,700.96	\$ 14,700.96
18	ST-SU	Station Configuration and Start-Up	1	\$ 2,579.85	\$ 2,579.85
19	ST-PM	Station Project Management	1	\$ 2,980.65	\$ 2,980.65
20	ST-ES	Station Engineering/Design Services	1	\$ 552.83	\$ 552.83
21	ST-DM	Station Documentation	1	\$ 55.28	\$ 55.28
22	SHIPPING	Shipping	1	\$ 1,142.22	\$ 1,142.22

\*Warranty includes telephone remote access support (8:00 AM - 5:00 PM MST). See  
See Warranty for complete details.

**BELLEVUE FIRE DEPARTMENT  
USDD FIRE STATION ALERTING SYSTEM  
JUNE 07, 2018**

**FOR DELIVERY TO:**  
Bellevue Fire Department  
211 W. 22nd Ave.  
Bellevue, NE 68005  
Asst Chief Steve Betts  
[sbetts@bellevue.net](mailto:sbetts@bellevue.net)  
**402-293-3153**

ITEM	PART NUMBER	DESCRIPTION	QTY.	UNIT	EXTENDED
<b>STATION SYSTEM LICENSES</b>					
1	VA	G2 VOICEALERT - Single Station License	1	\$ 1,030.00	\$ 1,030.00
2	G2-APP-DLI	G2 Mobile FSAS App - up to 24 licenses per ATX	24	INCLUDED	INCLUDED
<b>PHOENIX G2 STATION CONTROLLER</b>					
3	ATX	G2 ATX Station Controller up to 8 peripheral remote options	1	\$ 21,750.00	\$ 21,750.00
4	UPS-STD	ATX UPS, Standard	1	\$ 923.00	\$ 923.00
5	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	1	\$ 57.00	\$ 57.00
<b>STATION SYSTEM PERIPHERAL OPTIONS</b>					
6	AMP	Audio Amplifier, External, Standard	1	\$ 987.00	\$ 987.00
7	AMP-S	Shelf, Under table or Wall Mount, for 1U 1/2 Rack	1	\$ 66.00	\$ 66.00
8	MS-G-S	G2 Message Sign, Digital LED - 24" Active Screen Width	4	\$ 1,050.00	\$ 4,200.00
9	MS-AP-D	MS-G Adapter Plate, Double, VESA	2	\$ 49.00	\$ 98.00
10	MS-MNT-ART-L	MS Mount - Articulating, Long Reach	2	\$ 287.00	\$ 574.00
11	SPK-LED-FM	G2 LED Illuminated Speaker - Flush Mount, 70v	10	\$ 325.00	\$ 3,250.00
12	SPK-STD- FM	Speaker - Standard, Flush Mount	10	\$ 85.00	\$ 850.00
13	SPK-W-SM	SPEAKER - App Bay/Outdoor - Weatherized Surface Mount, 70v	10	\$ 310.00	\$ 3,100.00
14	STR	G2 Strobe Light/ Red LED	1	\$ 550.00	\$ 550.00
<b>STATION SYSTEM WARRANTY</b>					
15	RS-1YR-STD	1st year std warranty & support + 6 months = 18 months*		Included	Included
<b>STATION-LEVEL SERVICES</b>					
16	ST-INST	Station Installation	1	\$ 14,693.01	\$ 14,693.01
17	ST-SU	Station Configuration and Start-Up	1	\$ 2,620.45	\$ 2,620.45
18	ST-PM	Station Project Management	1	\$ 2,998.05	\$ 2,998.05
19	ST-ES	Station Engineering/Design Services	1	\$ 561.53	\$ 561.53
20	ST-DM	Station Documentation	1	\$ 56.15	\$ 56.15
21	SHIPPING	Shipping	1	\$ 1,204.44	\$ 1,204.44

\*Warranty includes telephone remote access support (8:00 AM - 5:00 PM MST). See  
See Warranty for complete details.

**BELLEVUE FIRE DEPARTMENT  
USDD FIRE STATION ALERTING SYSTEM  
JUNE 07, 2018**

**FOR DELIVERY TO:**  
Bellevue Fire Department  
211 W. 22nd Ave.  
Bellevue, NE 68005  
Asst Chief Steve Betts  
[sbetts@bellevue.net](mailto:sbetts@bellevue.net)  
**402-293-3153**

ITEM	PART NUMBER	DESCRIPTION	QTY.	UNIT	EXTENDED
<b>STATION SYSTEM LICENSES</b>					
1	VA	G2 VOICEALERT - Single Station License	1	\$ 1,030.00	\$ 1,030.00
2	G2-APP-DLI	G2 Mobile FSAS App - up to 24 licenses per ATX	24	INCLUDED	INCLUDED
<b>PHOENIX G2 STATION CONTROLLER</b>					
3	ATX	G2 ATX Station Controller up to 8 peripheral remote options	1	\$ 21,750.00	\$ 21,750.00
4	UPS-STD	ATX UPS, Standard	1	\$ 923.00	\$ 923.00
5	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	1	\$ 57.00	\$ 57.00
<b>STATION SYSTEM PERIPHERAL OPTIONS</b>					
6	AMP	Audio Amplifier, External, Standard	1	\$ 987.00	\$ 987.00
7	AMP-S	Shelf, Under table or Wall Mount, for 1U 1/2 Rack	1	\$ 66.00	\$ 66.00
8	MS-G-S	G2 Message Sign, Digital LED - 24" Active Screen Width	4	\$ 1,050.00	\$ 4,200.00
9	MS-AP-D	MS-G Adapter Plate, Double, VESA	2	\$ 49.00	\$ 98.00
10	MS-MNT-ART-L	MS Mount - Articulating, Long Reach	2	\$ 287.00	\$ 574.00
11	SPK-LED-FM	G2 LED Illuminated Speaker - Flush Mount, 70v	10	\$ 325.00	\$ 3,250.00
12	SPK-STD-FM	Speaker - Standard, Flush Mount	19	\$ 85.00	\$ 1,615.00
13	SPK-STD-SM	Speaker - Standard, Surface Mount (Metal Box), 70v	1	\$ 85.00	\$ 85.00
14	SPK-W-SM	SPEAKER - App Bay/Outdoor - Weatherized Surface Mount, 70v	6	\$ 310.00	\$ 1,860.00
15	STR	G2 Strobe Light/ Red LED	1	\$ 550.00	\$ 550.00
<b>STATION SYSTEM WARRANTY</b>					
16	RS-1YR-STD	1st year std warranty & support + 6 months = 18 months*		Included	Included
<b>STATION-LEVEL SERVICES</b>					
17	ST-INST	Station Installation	1	\$ 17,280.75	\$ 17,280.75
18	ST-SU	Station Configuration and Start-Up	1	\$ 2,593.15	\$ 2,593.15
19	ST-PM	Station Project Management	1	\$ 2,986.25	\$ 2,986.25
20	ST-ES	Station Engineering/Design Services	1	\$ 555.68	\$ 555.68
21	ST-DM	Station Documentation	1	\$ 55.57	\$ 55.57
22	SHIPPING	Shipping	1	\$ 1,311.11	\$ 1,311.11

\*Warranty includes telephone remote access support (8:00 AM - 5:00 PM MST). See  
See Warranty for complete details.

# PAPILLION BELLEVUE FIRE DEPARTMENTS

## USDD FIRE STATION ALERTING SYSTEM

### JUNE 07, 2018

**FOR DELIVERY TO:**

Bellevue Fire Department  
211 W. 22nd Ave.  
Bellevue, NE 68005  
[sbetts@bellevue.net](mailto:sbetts@bellevue.net)  
402-293-3153

Papillion Fire Department  
146 N. Adams Street  
Papillion, NE 68046  
[bbowes@papillion.org](mailto:bbowes@papillion.org)  
402-339-8617

ITEM	PART NUMBER	DESCRIPTION	QTY.	
<b>APP DEVICE LICENSES - INCLUDED</b>				
1	G2-APP-DLI	G2 Mobile FSAS APP - Single Device License. Per Year Cost	Each	192 \$ 20,736.00
2	G2-APP-DLA	G2 Mobile FSAS App - up to 24 licenses per ATX	Each	192 \$ (20,736.00)
3	APP-DLA	G2 Mobile FSAS App. Single Device License/Pr. Yr/Pr. Unit Cost	Each	1 \$ 108.00
4	APP-DLA	G2 Mobile FSAS App. Single Device License/Pr. Yr/Pr. Unit Cost	Each	1 \$ (108.00)
	For IOS and Android Platforms Only			\$ -
	For each year the FSA System is under standard warranty or elected recurring support coverage, USDD			\$ -
	would like to offer our G2 Mobile Station Alerting App at no additional cost (in groups of 24 licenses-per-			\$ -
	ATX-purchased.)			\$ -

**USDD G2 MOBILE FSA APP:**

USDD has developed the Phoenix G2 FSA Mobile Application (the "App") to provide a remote extension of the customer's existing G2 FSAS. Mobile App Only Available to Customers Using USDD's G2 Communications Gateways interfaced to a formal Computer Aided Dispatch (CAD) System. The App is supported by Apple and Android devices. The App will interface with the Agency's CAD to send simultaneous mobile alerts, including dispatch announcements, administrative alerts, IT support notifications and application update notifications to authorized personnel via their smartphones and tablets. The App alerts personnel as individuals or groups (e.g., stations, battalions, districts, etc.) wherever they are, making it especially ideal for volunteers and reserves. The mobile alerts plays the same tones as those in the station, shows incident location using the device's built-in mapping capabilities and enables users to save notifications for future reference and search for previous notifications. In addition, the App provides an easy-access email address and phone link to local IT support. Each ATX Station Controller will enable x24 App licenses at no additional charge while the System is under warranty or annual service and support. Additional licenses can be obtained on a sliding cost scale. It should be noted, however, that the performance of mobile alerting is subject to network reliability and coverage.

So your eventual needs will be determined when you let us know how many device licenses you would need, versus the 24 devices-licenses-per-ATX-purchased and currently under warranty or support. As long as the purchased/installed ATX Station Controller is currently under warranty or elected recurring annual support, then there is no additional annual cost for up to x24 individual device licenses for the G2 Mobile FSA App.

Please Note that if customer declines Recurring Annual Support Options, then they will have to pay separately for the App or forfeit ability to use the G2 Mobile Alerting App. Any deviation from device license numbers listed above subjects proposal to change.

**PAPILLION AND BELLEVUE FIRE DEPARTMENTS  
USDD FIRE STATION ALERTING SYSTEM  
JUNE 07, 2018**

**FOR DELIVERY TO:**

Bellevue Fire Dept.  
211 W. 22nd Avenue  
Bellevue, NE 68005  
Asst. Chief Steve Betts  
[sbetts@bellevue.net](mailto:sbetts@bellevue.net)  
402-293-3153

Papillion Fire Department  
146 N. Adams Street  
Papillion, NE 68046  
Chief Bill Bowes  
[bbowes@papillion.org](mailto:bbowes@papillion.org)  
402-339-8617

ITEM	LOCATION	DESCRIPTION	YEARS	COST	EXTENDED
<b>DISPATCH LEVEL</b>					
1	PRIMARY DISPATCH CENTER	Total System Annual Support	1	\$ 568.50	\$ 284.25
<b>STATION LEVEL</b>					
2	BELLEVUE STATION 1	Total System Annual Support	1	\$ 3,287.76	\$ 3,287.76
3	BELLEVUE STATION 2	Total System Annual Support	1	\$ 3,511.95	\$ 3,511.95
4	BELLEVUE STATION 3	Total System Annual Support	1	\$ 3,564.15	\$ 3,564.15
5	BELLEVUE STATION 4	Total System Annual Support	1	\$ 3,529.05	\$ 3,529.05

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# Table of Contents

<b>TAB 1</b>	Company Information <ul style="list-style-type: none"><li>• RACOM</li><li>• Sub-Contractor - <i>USDD</i></li><li>• Sub-Contractor - <i>Miller Electric</i></li></ul>
<b>TAB 2</b>	Detailed Project Proposal <ul style="list-style-type: none"><li>▪ System/Equipment Description</li><li>▪ Station Drawings</li></ul>
<b>TAB 3</b>	Implementation <ul style="list-style-type: none"><li>• Timeline</li><li>• Warranty</li></ul>
<b>TAB 4</b>	Maintenance <ul style="list-style-type: none"><li>• Training</li></ul>
<b>TAB 5</b>	References <ul style="list-style-type: none"><li>• Mission Critical Article</li><li>• Dubuque Article</li></ul>
<b>TAB 6</b>	Cost Proposal <ul style="list-style-type: none"><li>• Best Practices/Consideration</li><li>• FSA Pricing Summary</li><li>• Sarpy County Dispatch Center</li><li>• Bellevue Stations</li><li>• Papillion Stations</li><li>• G2Mobile App</li><li>• Extended Warranty</li></ul>
<b>TAB 7</b>	Literature



June 12, 2018

**Papillion Fire Department**

Chief Bill Bowes  
146 N. Adams Street  
Papillion, NE 68046

**Bellevue Fire Department**

Assistant Chief Steve Betts  
211 W. 22<sup>nd</sup> Avenue  
Bellevue, NE 68005

Gentlemen:

*RACOM CORPORATION* is pleased to submit our proposal to the Papillion and Bellevue Fire Departments for the US Digital Designs Fire Station Alerting system.

The RACOM engineering and design team along with our partners at USDD studied your requirements and we believe we have a clear understanding of your needs both for *today* and as your systems change and grow in the *future*.

Delivery would be 4 - 6 weeks following receipt of your order. Installation would take approximately 8 weeks.

This proposal assumes that an agreement has been reached between your departments and Omaha Fire to allow you to use their existing USDD servers and their CAD interface located at the Douglas County 911 Center. That agreement is separate from this proposal and the conditions/terms are not referenced herein.

Radio Control Stations will need to be provided for each department and can be located at the Sarpy County 911 Center. We will quote these upon request.

The first year warranty is included and pricing has been provided for the following year. The mobile APP is included at no charge for each year the FSA system is under the standard warranty. The system quoted is based upon the most recent set of drawings you've received.

Thank you for providing us this opportunity. We feel confident that the equipment and services proposed will serve you well and long; and we look forward to working with you and your staff.

A handwritten signature in cursive script, appearing to read "Cindy Sorum".

Cindy Sorum,  
Business Development Manager

## Company Information - RACOM

<b>Company Name:</b> RACOM Corporation	<b>Years in Business:</b> 46	<b>Contact Person:</b> Cindy Sorum	<b>E-mail Address:</b> <a href="mailto:cindy.sorum@racom.net">cindy.sorum@racom.net</a>
<b>Facility Address:</b> 201 W. State Street (Headquarters)	<b>City:</b> Marshalltown,	<b>State:</b> Iowa	<b>Zip:</b> 50158
<b>Business Phone:</b> 641-752-5820	<b>Number of Full Time Staff:</b> 102		<b>Certifications:</b> <b>Multiple</b> Industry Certifications: US Digital Designs, Harris, Tait, Kenwood, EF Johnson, Avtec, Moducom, Zetron, Eventide, Spectracom, NEC, Axis, Milestone, Veretos, Getac, Swissphone Paging Sound Off Signal and many more.
<b>Emergency Phone:</b> 641-752-1070 Network Control Center	<b>Number of Trained Technicians:</b> 61		
<b>Years Providing USDD Equipment/Services:</b> 5+	<b>Total Number of USDD Customers and Installations:</b> 9		

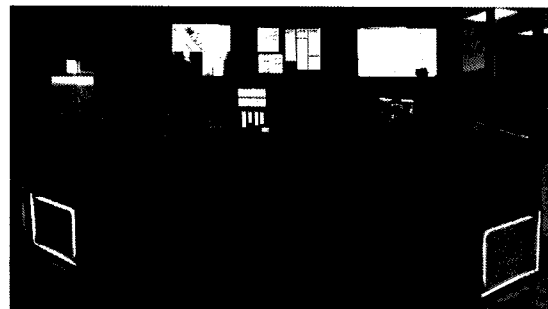
RACOM designs, sells, installs and maintains all of the technologies used in responding to a 911 emergency, from the time an emergency dispatcher answers a 911 call – to the time police, fire and ambulances arrive on scene. RACOM provides the 911 phone system, fire paging and alerting systems, radios and consoles, console furniture, logging recorders, microwave systems and in-vehicle computers, routers, cages, lights and sirens.

We've completed numerous Fire Station Alerting projects with US Digital Designs; including:

Lincoln, NE  
St. Paul/Ramsey County, MN  
Davenport, IA

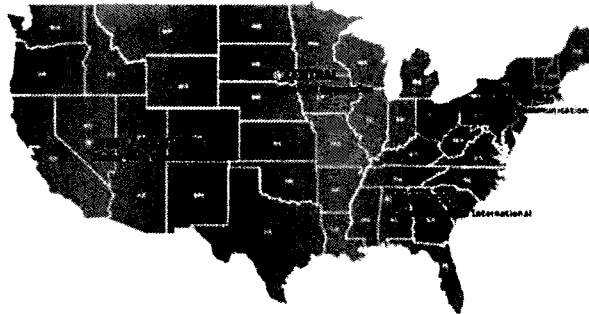
Marion, IA  
Dubuque, IA  
St. Cloud, MN

Customers are supported by our Network Operations Center (NOC), which operates 24x7x365. Here we manage, provide live system monitoring and maintain all types of public safety radio, phone, video, data and microwave networks. Whether it's after-hours, weekends or holidays, all support calls are also answered live by RACOM, so you'll get immediate response and never get sent to voicemail or a 3<sup>rd</sup>-party answering service.



*RACOM Network Control Center  
In Marshalltown, IA*

RACOM has vast experience and extreme competency in the radio communications industry. Recognizing our technical expertise, RACOM has been appointed a 'Regional Center of Excellence' (one of four in the nation) for Harris/TAIT Corporation. In this capacity, RACOM provides Engineering Support, System Integration, Product Distribution, Project Management and Field Services for all of the Harris/TAIT resellers in the Central United States. This includes: Iowa, Missouri, Illinois, Indiana, Michigan, Wisconsin, Minnesota, Nebraska, South Dakota, North Dakota, Montana and Wyoming.



## RACOM Service Center Locations:

RACOM Corporation ( <b>Headquarters</b> ) Clint Schlabaugh, Service Manager 201 W. State Street Marshalltown, IA 50158 <a href="mailto:Clint.schlabaugh@racom.net">Clint.schlabaugh@racom.net</a> 641.752.5820 Phone	RACOM Corporation Duane Vos, Service Manager 6864 N.E. 14 <sup>th</sup> Street, STE 6 Ankeny, IA 50023-9525 (Des Moines) <a href="mailto:Duane.vos@racom.net">Duane.vos@racom.net</a> 515.289.2400	RACOM Corporation Randy Johnson, Service Manager 2000 James Street – STE 117B Coralville, IA 52241 (Iowa City) <a href="mailto:Randy.johnson@racom.net">Randy.johnson@racom.net</a> 319.339.4414
RACOM Corporation Sam Fleege, Service Manager 5000 Tremont Ave. STE 402 Davenport, IA 52807 <a href="mailto:Sam.fleege@racom.net">Sam.fleege@racom.net</a> 563.323.2812	RACOM Corporation Brian Placke, Service Manager 520 Montgomery Street Decorah, IA 5210-2704 <a href="mailto:Tim.broderick@racom.net">Tim.broderick@racom.net</a> 563.382.9582	RACOM Corporation Ken Fleege 3190 Cedar Cross Court Dubuque, IA52003 <a href="mailto:Ken.fleege@racom.net">Ken.fleege@racom.net</a> 563.583.2245
RACOM Corporation Sarah Cochran, Service Manager 5600 N. Town Hall Road Eau Claire, WI 54703 <a href="mailto:Sarah.cochran@racom.net">Sarah.cochran@racom.net</a> 715.874.3202	RACOM Corporation Eric Hoover, Service Manager 1331 Stamy Road Hiawatha, IA 52233 (Cedar Rapids) <a href="mailto:Eric.hoover@racom.net">Eric.hoover@racom.net</a> 319.393.1475	RACOM Corporation Brian Youngren, Service Manager 1515 – 46 <sup>th</sup> Avenue Moline, IL 61265 <a href="mailto:Brian.youngren@racom.net">Brian.youngren@racom.net</a> 309.797.7709
RACOM Corporation Duane Vos, Service Manager 213 SE 16 <sup>th</sup> Street Pella, IA 50158 <a href="mailto:Duane.vos@racom.net">Duane.vos@racom.net</a> 641.628.1724	RACOM Corporation Brian Placke, Service Manager 271 Vinton Street Waterloo, IA 50703 <a href="mailto:Brian.placke@racom.net">Brian.placke@racom.net</a> 319.233.7747	RACOM Corporation Doug Busch, Service Manager 1521 Oxford Street Worthington, MN 56187 <a href="mailto:Doug.busch@racom.net">Doug.busch@racom.net</a> 507.376.4250

RACOM Senior Service Technician Tim Zenk will respond for after-hours service from Denison, IA. Response time will be under 4 hours.



### List of Services

- Mission Critical wireless voice communications – From conventional operations to advanced trunking protocols. Complete system design, sale, construction, maintenance and financing
- 911 Dispatch Centers – Design, sales and maintenance of 911 telephone systems, dispatch consoles, Logging Recorders and Alerting Systems
- Video Surveillance – Both analog and IP-based video surveillance. Wired and wireless solutions. Including video courtroom, jail security and exterior surveillance
- Wireless communications – both narrowband and broadband applications
- LAN and wireless LAN expertise – including IP networking and routing
- Wireless data AVL/GPS solutions
- Premier Upfitting of Police, Fire, EMS, Municipal and Specialty Vehicles
- FCC Frequency Coordination Services

### Leading supplier and integrator of wireless voice, data and video communications

RACOM is an Iowa based company nationally recognized for our innovation and history of being first to bring advanced capabilities to the communications industry. We have over 46 years experience serving Public Safety Agencies in the Upper Midwest (Iowa, Nebraska, Minnesota, Wisconsin and Illinois), with 11 Service Centers and over 95 full-time employees with over half of those being technical staff.

In 1993, RACOM developed the first privately-owned, wide-area, land mobile radio system in the United States specifically used by and shared between multiple Public Safety agencies. The RACOM Network Operations Center (NOC) operates 24x7x365 to manage and maintain our 100 site network. The network is utilized by 300 Public Safety agencies (local, state, federal and multi-jurisdictional) in the Upper Midwest. It processes 20,000,000 voice/data calls per month and has nearly 10,000 individual users.

RACOM is an authorized full service dealer for Harris/Tait Corporation, Kenwood, EF Johnson, Avtec, Zetron, Evans console furniture, Swissphone, Eventide, Spectracom, NEC, Axis, Milestone, Sound Off Signal, US Digital Designs, GETAC, Veretos and many more..

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## ***THE PARTNERSHIP – US DIGITAL DESIGNS AND RACOM***

Coupled with the superior products provided within the System proposed, is the combined experience of RACOM and US Digital Designs. RACOM has a long history of providing a total solution to our customer's communication needs, including the technical experience and knowledge to ensure a smooth implementation. We've installed 11 systems with USDD and all have been quite successful (Please call our references). RACOM has been serving the Public Safety community for the last 46 years so we have an intimate understanding of the requirements necessary from providing you the latest developments in communications to integrating with your existing systems.

USDD brings its experience in designing and manufacturing critical products for the semiconductor industry. This industry, like public safety, requires equipment and systems that operate under demanding conditions and require high reliability. The experience gained from working on those projects prepared the company for growth into the Public Safety community. USDD began manufacturing fire station alerting systems in 2004. Since then the System has been installed in over 1,600 fire station and EMS stations throughout North America and Australia.

USDD and RACOM have teamed to provide the Phoenix G2 System to several agencies in the Midwest including Lincoln (NE) Fire and Rescue, St. Cloud (MN) Fire Department, Ramsey County (MN) Emergency Communications Center, which included installation of the System in 33 fire/medical stations in the St. Paul area, Burnsville (MN) Fire Department, Marion (IA) Fire Department, Davenport (IA) Fire Department and Dubuque (IA) Fire Department.

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## COMPANY INFORMATION - USDD

### US Digital Designs

Erik Hansen  
1835 E. Sixth Street, Suite 27  
Tempe, AZ 85281  
877-552-8733



### About the Manufacturer

US Digital Designs (USDD) is a product development and consulting company based in Tempe, Arizona. US Digital Designs, Inc., is an S-Corporation incorporated under the laws of the State of Arizona in 2000. They are an engineering company specializing in the design and manufacture of state of the art hardware and software, and specializing in a high-reliability, mission critical automation system. At USDD they take raw ideas and carry them through a complete product development cycle by applying their engineering expertise towards their customers' goals.

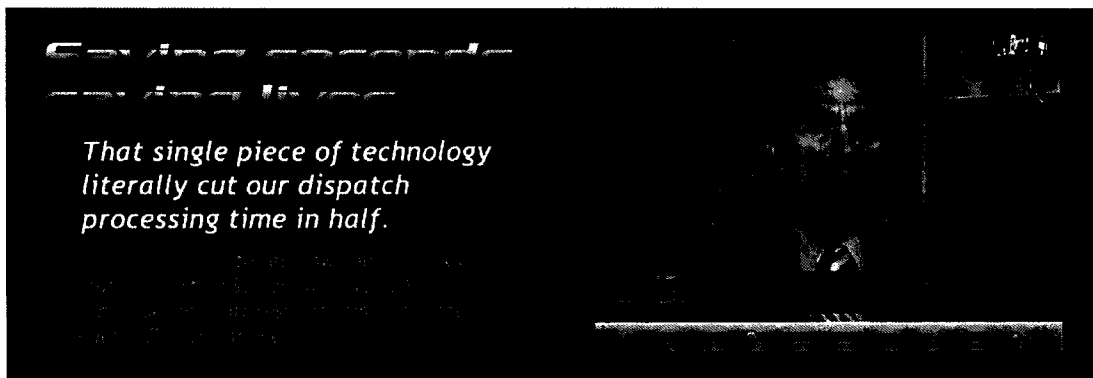
Their Phoenix G2 Station Alerting System is the premier Fire Station Alerting and Automated Dispatching System. It has been installed in over 1,600 fire and emergency medical stations throughout North America and Australia. Their system has replaced every major fire station alerting system on the market, but they have never been replaced by a competitors system. The Phoenix G2 provides dispatch centers and Fire Departments fully-automated dispatching to reduce dispatcher workload by handling low-level tasks, allowing dispatchers to focus on incident and resource management.

The Phoenix G2 Station Controller and peripheral devices alert firefighters to incidents with ramping alert tones and lighting, and provide incident information visually and audibly in a clear-consistent manner.

[REDACTED]

With web-based applications for dispatcher interaction, system monitoring and configuration users can use the system from any computer on the agency's network, simplifying system installation, user productivity and disaster recovery.

They provide unrivaled customer service with rapid problem resolution and new system features several times per year. Check with any of their customers for information on the system's performance, and their customer's satisfaction.



**User testimonials and video demos are available on the website @ [www.stationalerting.com](http://www.stationalerting.com)**

The success of any complex system depends not just on the hardware, but on the interfaces people use to *control* that hardware. Complicated software built for experts wastes public safety funds and can introduce costly, potentially dangerous user error. That's why USDD developed simple, usable interfaces for our station alerting system that allow public safety professionals to do their jobs, instead of wrestling with technology.

There's no one-size-fits-all solution when it comes to high-reliability, mission-critical systems. USDD's technology tools are flexible and easy to master, allowing administrators to get the most out of any size station alerting system. Best of all, the tools recognize industry standards so you can easily mix-and-match Phoenix G2 solutions with your existing hardware investments.

USDD will install all equipment in DC911 and the backup center as well as providing all user training to staff.

### **USDD Project Team**

USDD staff is made up of mechanical, electrical and software engineering and manufacturing professionals. These professionals have backgrounds in the Public Safety, Telecommunications and high-reliability Process Control industries. All of these industries share the need for continuous, high-availability electronic systems. US Digital Designs manufactures and services semiconductor process equipment including wafer handling systems and toxic gas control systems. The experience of their employees in their current and past businesses gives them a unique perspective on this industry. In addition, several of the principal employees have been key in the design and implementation of large scale building automation and public safety telecommunications systems, giving them the experience necessary to effectively manage Station Alerting system projects.

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The following USDD personnel will be part of the project team:

Todd G. Smith - President, Co-Founder, and Electronics Engineer

In addition to administration responsibilities, the president of US Digital Designs is the chief electronics designer. Todd Smith has 20 years of experience designing high reliability, mission critical hardware and software. Mr. Smith's primary experience involves designing digital control systems for process equipment and ultra-high purity gas and chemical delivery systems for the semiconductor market for Praxair, Flowpure and Norcimbus.

Dominic Magnoni - VP, Co-Founder and Mechanical Engineer

Mechanical engineering is one of many functions managed by Mr. Magnoni. All business related functions regarding sales and contracts are readily managed personally to insure the project success and customer satisfaction. Mr. Magnoni's experience has been concentrated in the industrial systems automation. These experiences include semiconductor robotics design, power production automation systems, and project management for large scale projects for companies such as Honeywell, Motorola, Siemens, and General Dynamics.

Andy MacFarlane - Product and Project Management

Andy serves as the Product Manager and assists in project management on all projects. He will coordinate all final engineering, configuration, interface development and system coordination for this project. Andy has worked in the Fire Service for over 25 years, initially as a volunteer firefighter and EMT for the Sedona, Arizona Fire District, and for 15 years as Communications Engineer and Communications and Infrastructure Manager for the Phoenix Fire Department. Andy has formal training in project management from the Project Management Institute and designed and managed the implementation of many multi-million dollar voice and data communications systems and has been the project manager for all major US Digital Designs system implementations.

Todd Scher – Project Management

Todd has over 13 years of experience in project management including 5 years of International Project Management. Todd has formal training in project management from the Project Management Institute and FranklinCovey. Todd also holds Project Certifications in Lean 6 Sigma and Agile Project Methodology. In addition to Fire Alerting Systems, Todd has managed various projects including Secure Satellite Communications, Electronic Product Development, Embedded System Boards, Data-at-Rest Encryption Solutions and Business Software Development.

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## COMPANY INFORMATION – Miller Electric

### Miller Electric

Brian Reiling  
2501 St. Marys Ave.  
Omaha, NE 68105  
402-827-8182



Miller Electric is an Omaha based electrical business founded in 1912. From designing, installing and proactively maintaining electrical distribution systems to providing low voltage services, Miller Electric won't sacrifice integrity even if it costs money.

With over 250 electricians and 40 low voltage technicians and 18 project managers, Miller Electric is special. Their knowledgeable staff includes Professional Engineers (PE's), a LEED Accredited Professional (AP), full time BIM/spatial coordinators, Registered Distribution Designers, UL listed lightning protection installers and Low Voltage Apprenticeship Committee members.

When Miller Electric first entered the voice/data world in 1989, the Web was in its infancy and modern network architecture was just being developed. The low voltage industry has evolved greatly since that time. Miller Electric has kept pace with that evolution through continual education and commitment to excellence.

Companies rely on Miller Electric to design, install and service their voice, data, security, fire alarm and building control needs so that outages and breakdowns don't cause costly interruptions to their daily operations.

Their low voltage services include:

- Voice and Data Cabling
- Fiber Optics
- OTDR Testing and Fusion Splicing
- Sound Masking
- Overhead Paging
- Distributed Antenna Systems

The low voltage staff includes three RCDD, six LV project managers and a security systems specialist who are qualified and experienced to handle any low voltage system project.

Miller Electric's responsibility on the Papillion/Bellevue Fire Station Alerting project will be to install all audio systems in the stations including wiring, conduit/raceways where required. All cabling will be installed according to the current EIA/TIA standard.

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## DETAILED PROJECT PROPOSAL

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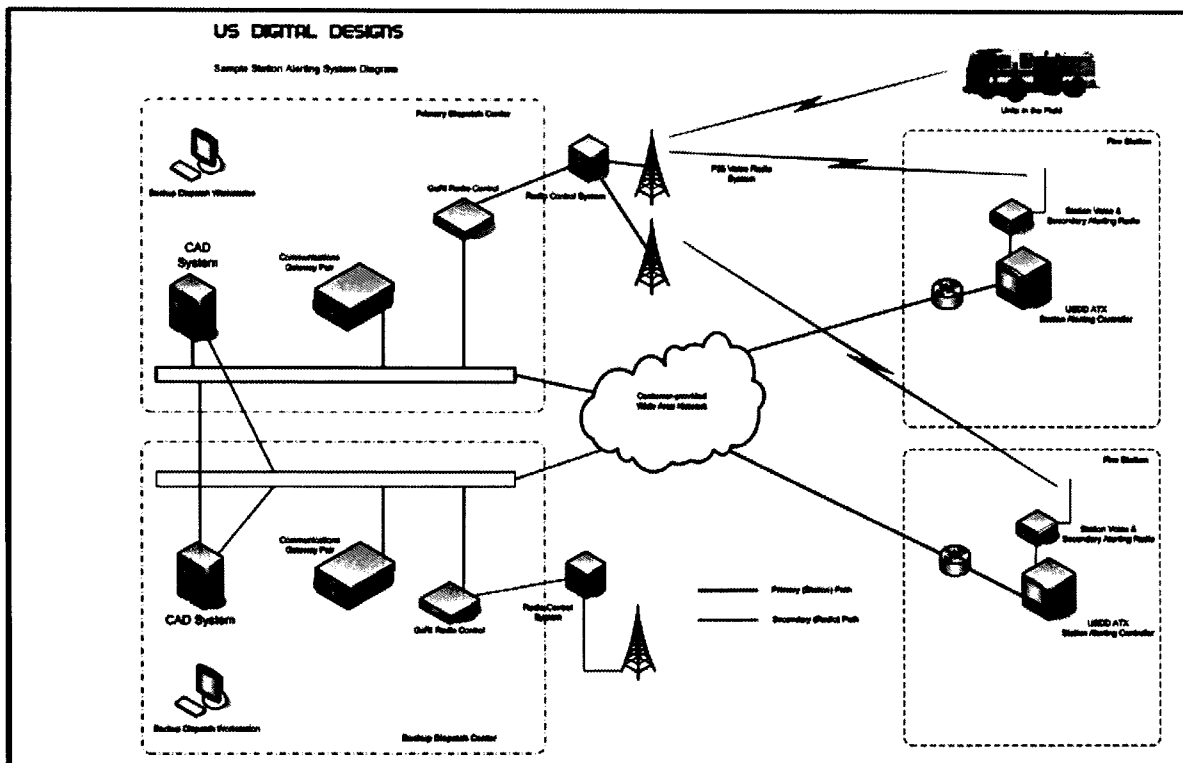
### ***System Components and Operation***

The Phoenix G2 Station IP Alerting System provides Automated Dispatching through automated VoiceAlert announcements (over radio channels and in stations, and on smart phones), zoned alerting with ramping heart-saver alert tones and vocalizations, message display signs, and message display and control units for individual dorm rooms. Automated Dispatching assists dispatchers by automatically alerting stations with voice and visual alerts, simultaneously or stacked, and provides a reduction in call processing time that allows dispatchers to focus less on the transmission details and more on the job at hand. Visual message displays provide an incredibly fast alternative to dispatch voice for fire fighters to get dispatch information (usually received in less than a second after a unit is committed at dispatch), helping to increase situational awareness and decrease response time.

The System displays the dispatch information on message signs, TVs, monitors, projectors and video walls strategically located throughout the station, and can print the dispatch on one or more rip and run printers in the station. The System plays a ramped-volume heart-saver alert tone and then a system-generated voice announcement of the dispatch over the PA or radio system, in the common areas of the station, in the dorm rooms of the assigned officers and responders, and over individual smartphones using iOS or Android platforms. The System also displays messages or audio alerts for non-emergency messages intended for fire and medical stations.

Further, the System remotely and redundantly alerts personnel with the USDD FSA Smartphone Alerting App. The USDD App is the first and only App of its kind in the fire industry. The App sends simultaneous mobile alerts, such as dispatch announcements, administrative alerts, IT support notifications and application update notifications to authorized personnel via their smartphones. The App alerts personnel as individuals or groups (e.g., stations, battalions, districts, etc.) wherever they are, making it especially ideal for volunteers and reserves. The mobile alerts broadcast the same consistent tones, alerts, voice and wording, as those seen and heard in the station and over the radio; show incident location using the smartphone's built-in mapping capabilities; and enable users to save notifications for future reference and search for previous notifications. In addition, the App provides an easy-access email address and phone link to local IT support.

The System is comprised of a central Communications Gateway server pair that is located adjacent to an existing CAD system, and one or more Station Controllers and peripherals located in the fire and medical stations. The Station Controllers are connected to the Communications Gateways using Wide Area Networks (WAN), radio data systems, or other communications methods. The peripherals are connected to the Station Alerting Controller in the fire station using standard TIA/EIA 568 Cat 5e or Cat 6 cabling, identical to that used by a standard local area network. Speakers and other devices are connected using common cabling.



G2 Communications Gateway \* 2 each; 19" 1U rack mount computers \* Power: 300 W Max each \*  
Voltage: 100-240 VAC \* Weight: 17.6 lbs. \* Dimensions: 19" X 1.7" X 19.6" (WxHxL)

### Communications Gateway

The Communications Gateway receives requests for alerts from the CAD system, reformats the messages through the Look and Feel process, and then transmits the alerts to the remote Fire Station Controllers, radios and smartphones using customer data, radio and cellular networks. If a voice announcement is required for the alert, the Gateway generates the announcement and transmits this along to the Station Controller for announcement. The Gateway coordinates the retransmission of any failed messages and returns a final alert status to the CAD system, as well as displaying the status on the Gateway Dashboard status display. All communications between and through the Communications Gateway are time stamped and logged.



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The Communications Gateway is a redundant hot-standby pair of servers running a custom Linux kernel with RAID 1 mirrored data disks, providing high availability. This proposal assumes an agreement has been reached between Omaha Fire and the Papillion and Bellevue Fire Departments to share Omaha's Gateways, Premier One CAD interface and the USDD CAD interface. That agreement is separate from this proposal and referred to herein only in reference to the system design. The terms and conditions of that agreement are not included in this document. For this Project the Communications Gateways, CAD interface and USDD CAD interface are located at Douglas County 911, located at 3603 N. 156<sup>th</sup> Street. Additional paired Gateways can be easily added to the System for further redundancy at disaster recovery sites. An application on each Communications Gateway server monitors the performance of the running processes and can restart the running process or cause a system failover from one system to the other in the event that the running system becomes unusable. The system administrator can also cause a manual failover from the running system to the monitoring system.

The Communications Gateways communicate with the Station Controllers using UDP/IP or various serial data protocols, including radio data systems and network data is secured using DTLS authentication and encryption to prevent interception and impersonation. Multiple communications paths can be configured and operate together such that if one path fails, the system automatically uses the next operational path in priority order. The Gateways continuously poll the Station Controllers at a rate such that all stations are polled to verify connectivity and operation twice each minute.

### **CAD Interface**

The Communications Gateways support multiple different simultaneous CAD interfaces including interfaces to XML-based TCP-connected bi-directional interfaces and legacy serial interfaces using basic message parsing. The CAD interface receives an alert message from the CAD system and returns a Destination Status Message back to the CAD system indicating the success or failure of the alert to the involved Station Controllers. The System may also send event information to the CAD system based on configured activity events from the Station Controllers such as pushbutton presses. The ability of the CAD system to process these messages is dependent on the particular CAD system and not all systems can process these messages.

Some CAD systems also send unit status information to the Station Alerting System and the system will display the available / unavailable status on message displays connected to the Station Controllers when an alert is not active in the station. Not all CAD systems are able to send unit status information.

USDD has provided an interface to the Motorola Premier OneCAD system utilized by both Sarpy and Douglas Counties. An interface is developed using the USDD XML alerting interface. USDD provides vendors an Implementation Guide, software development assistance, and can provide a development virtual machine instance of the Alerting System for use in testing by the CAD vendor. US Digital Designs is also willing to make necessary additions or modifications to the CAD interface necessary to accommodate site or system specific CAD system functions.

By using our USDD-standard XML Alerting API, the customer has complete control of what events on the CAD system can cause alerts, and USDD will provide assistance in configuring the XML messages so they format VoiceAlert announcements, message sign text and printer output appropriately for each use case. In addition, XML Alerting API supports both emergency and non-emergency alerts. The Alerting API doesn't make a direct distinction between these types of alerts,

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but a customer can change the alerting behavior of the alerts using different alert parameters (such as turning on / not turning on lights, selecting alert tones, etc.). There are two alert message formats that can be used with the Communications Gateway to send alerts and one of the formats primarily supports emergency alerts and the other allows free-form messaging more appropriate for non-emergency alerts.

The Phoenix G2 Alerting System supports alerting by Station, Unit or Groups of Stations, Units or other Groups. The Communications Gateway also supports Aliases that can be mapped to other actual alerting entities to allow the CAD system to send different names than the names used by the alerting system. This can be used in cases where one station or units is to be alerted for more than one CAD identifier.

### ***Web-Based Interaction***

All interaction with the System is done through the web-based Dashboard and can be accessed by authorized personnel using any web-enabled device. Because the System is web-based, the System can accommodate as many dispatch positions as can be handled by the CAD System. This also allows the County/City to use existing consoles for dispatching, provided the consoles are web-enabled with any current web browser. The Dashboard is the primary interface used for Manual Alerts, sending Administrative Messages, viewing Active incidents, managing VoiceAlert Radio Controls, and viewing System alarms.

### ***Manual Alerting Client***

In the event that the CAD system is unavailable for any reason, dispatchers can use the web-based Manual Alerting application provided with the Communications Gateway to alert stations without the CAD system. All status information normally provided to the CAD system is then provided directly to the dispatcher via the Manual Alerting application.

The Manual Alerting client also has an Administrative Announcement tab to allow authorized personnel to make non-emergency announcements (both free-form and canned/stock) to one or more stations using VoiceAlert, message displays and printers.

Because the Manual Alerting Client is web-based, no client software installation is necessary allowing any authorized user with access to a web browser to generate alerts.

Phoenix G2

Fire Rescue - Primary Dispatch Dashboard

Send Manual Alert Send Admin Message

Units/Stations/Groups  
Click to select units, or just start typing

Location  
Type in a location

Nature Code  
Select an Option

Play Tone  
Select an Option

Clear this alert and start over

ALL CHANNELS  
Stop Pause Play

FIRE 1: READY  
0 items queued  
Stop Pause Play

UHF TONES: READY  
0 items queued  
Stop Pause Play

Active Incidents  
Show All Station Controls

No active incidents to display

### Manual Alerting Client

#### Station Status & Control

The Dashboard application also organizes the status and control of each Station Controller. Using this dynamic web page, dispatchers are immediately aware of any Station Controller link failures, peripheral failures or input activations. The system can trigger alarms that are active while the trigger is active (like a Generator Run indication) or latching, requiring acknowledgement (like a station Fire Alarm). Each alarm can optionally trigger a single or repeating audible alert.

The operator can also override the operation of the station speakers and force the station to monitor the radio or turn the radio on for an extended voice announcement. Through configuration, inputs can be used to display and control bay doors, person doors, vehicle gates or other devices. The Station Status & Control page provides a dispatcher-friendly replacement for station device control.

#### VoiceAlert

The Phoenix G2 VoiceAlert product provides the audible component of the fully-automated dispatch system. VoiceAlert reads the dispatch information in the customer's format using a clear, understandable male or female voice. These voices are generated by sampling real human voices, but provide full text-to-speech capabilities. The System currently has male and female Australian English voices available for VoiceAlert dispatches. Full text-to-speech allows the Alerting System to announce any information provided to the system: dispatches, weather warnings, or administrative announcements.

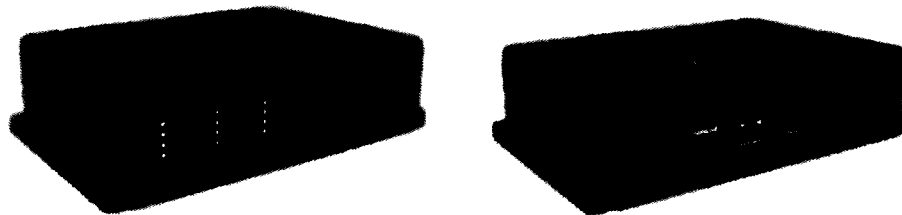
VoiceAlert is an option in the Station Controller for announcements in the response station, and an option for radio channel or talk-group announcements and/or over our GS FSA smartphone App

for iOS and Android. With VoiceAlert in the stations, multiple dispatches can be announcing different dispatches in different stations simultaneously, while VoiceAlert on the radio announces each dispatch sequentially. A radio channel announcement queuing feature can alter the dispatch announcement during periods of heavy activity to shorten the announcement length by, for example, not repeating the dispatch information.

The USDD Voice Editor application allows customers to modify the pronunciation of words that are not familiar to the VoiceAlert speech system. This is typically necessary where there are local pronunciations for street names. Other types of pronunciation adjustments can be made for unit types and street types and directions. A user-editable table is also used to convert CAD incident types into spoken forms.

### **GATEWAY AUDIO RADIO INTERFACE (GaRI)**

Each Communications Gateway pair will be configured with Gateway Audio Radio Interfaces (GaRI) to allow the System to transmit paging tones, alert tones and VoiceAlert announcements over the customer's radio channels or talk-groups without dispatcher intervention. The GaRI is a network device that receives streaming audio and control instructions from the Communications Gateway and outputs analog audio and control signals to detect radio channel busy signals, generate radio push-to-talk signals, and play the audio over the radio system. Each GaRI controls and outputs audio for two channels. Multiple GaRI's may be connected to the system providing control for multiple radio channels.



*G2 Gateway Radio Interface \* Front Image \* Back Image*

Radio channels connected to the system are independent and can announce different information across each channel, have independent VoiceAlert announcement queues with queue depth detection and announcement prioritization based on dispatch nature code or other CAD information. VoiceAlert announcements can also be modified by queue depth to reduce announcement length when multiple announcements are queued, allowing the queue to clear faster.

The integrated network switch allows the GaRI to be connected directly to two Gateway servers in a hot-standby configuration, or to other network devices as necessary. In special applications, the GaRI may be connected to a customer data network to allow it to be distantly located from the Gateway servers.

Audio outputs from the GaRI are 600 ohm impedance and DC-isolated for connection to most standard radio equipment. Each audio output channel has an analog audio output, a hardware

channel busy input and a push-to-talk output. The Audio Output Channel 1 also has an adjustable side tone output, which mimics the main output.

A System-selectable pass-through input may also be coupled to Output Channel 1 to provide switching between a customer-provided input source and the internal Channel 1 output for redundancy purposes. To ensure a failsafe operation, the pass-through input is coupled to Output Channel 1 when the TCP/IP connection to the GaRI is lost or when the GaRI is powered off.

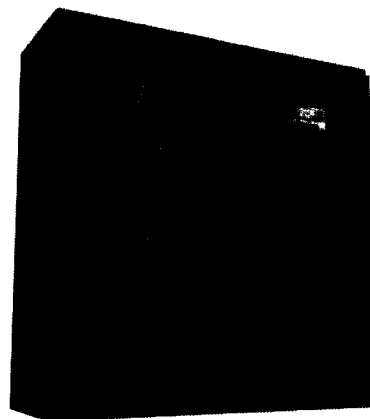
The GaRI has two normally-open auxiliary relay output and two auxiliary digital inputs that can be used internally by the system. The inputs are low-active with a provided ground reference.

The front panel has indicators showing activity on the two Audio Output Channels and the Auxiliary I/O. There is also a pass-through indicator that shows when the pass-through circuit is active.

Each of the Communications Gateways will be configured with direct radio console control of the Motorola MCC7500 consoles. Direct console interfaces allow the Gateways to select console resources such as channels or talk-groups, creating resource multi-selections and to send Call Alerts and ICALs. The console interface also provides integrated resource busy and Emergency Alarm / Call detection.

### **STATION CONTROLLER**

The Station Controller is the heart of the fire station side of the Phoenix G2 ATX alerting system. Each fire station will be equipped with one Station Controller connected to a UPS. The Station Alerting Controller receives the alerting information from the Communications Gateway, as well as the voice announcement, if provided. The alerting information informs the Station Alerting Controller which units are to be alerted for the particular dispatch. The Alerting Controller then decides, based on its configuration, which areas of the station to alert and what information to display or speak for this alert. The Controller then activates all the peripherals necessary to complete the alert. This can involve any combination of Amplifiers, Message Remotes, and/or Room Remotes or printers. Additionally, the Controller can activate output relays attached to any of these peripherals in a momentary or latched mode, such as opening bay doors or turning on lighting.



*Station Controller \* Power: 750W \* Voltage: 47-63Hz/90-132 VAC/180-264 VAC (Selectable Switch) \* Aluminum Anodized enclosure \* Dimensions: 17.25" x 17.50" x 6.06" (WxHxL)*

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### **Audio Inputs**

The Phoenix G2 ATX provides the interface and control of audio sources in the fire station. The ATX has 3 audio connections for dispatch radios, dispatch audio phone lines and telephone intercoms. These audio inputs are switched to the audio output depending on their priority and the status of any active alerts. The input level of the audio inputs can also have different input levels depending on the alerted / not alerted state of the Station Controller allowing customers to have the level of monitored radio inputs reduced in volume when an alert is active and raised to a higher level for monitoring when an alert is not active.

### **Audio Outputs**

The ATX Station Controller has x4 70 Volt audio outputs and 1 line- level audio output, each of which is independently zoneable.

### **Tones**

The ATX Station Controller has standard ramping tones incorporated into the system. These tones are triggered by the receipt of an alert and the tone to play is contained in the alert message, allowing the CAD system to control the tone through the Communications Gateway. Tones are commonly selected based on the incident nature, but can also be based on the units alerted or other CAD data. Additional tones can be added by USDD to meet individual customer requirements. Alert tones can be fixed or selected based on incident nature or other CAD data to meet operational requirements.

### **Backup Alerting**

A doorbell input can be provided optionally and will play a selectable doorbell tone throughout the station when activated. The ATX also has the ability to connect a telephone with a ring detector; if the ATX detects ringing on the line it can play a ringing tone through the system into the fire station, and display a message on any message device. The ATX is also qualified as a backup controller in the event that the Alerting Controller or primary signaling circuit (T1 WAN) is unavailable due to failure. An ATX operating in backup mode will alert the entire station by activating all peripherals (Amplifiers, Message Remotes, HDTV Remotes, Sign Remotes or Room Remotes) if ringing is detected on the telephone line. This feature provides a redundant alerting circuit as specified in NFPA 1221.

### **Other Features**

Lighting Control – Turn on high-voltage lighting systems using control relays.

Doorbells – Momentary switches can cause the Station Controller to play doorbell tones and display message sign messages on activation.

IO Sensing and Relay Control – Along with the Station Status and Control page on the Communications Gateway dispatchers can have full control and monitoring of various devices connected to the ATX Station Controller or IO Remotes. Sophisticated IO Rules can also be configured to trigger on various events.

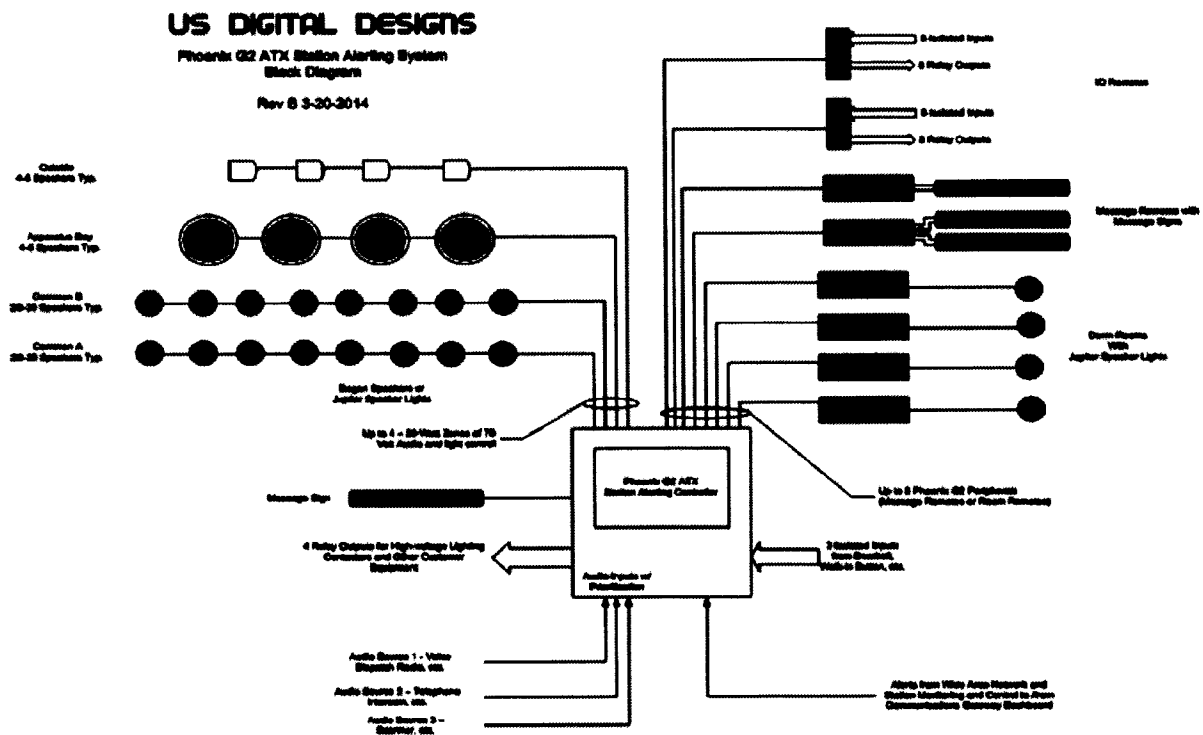
SIP VoIP Interface – The ATX Station Controller has an integrated SIP extension capability that can receive SIP messages and cause the ATX to answer a VoIP call directed to the extension. The Station Controller can also be configured to trigger actions based on the SIP call to, for example, trigger an All Station alert, or to play ringing over the station speakers.

Unit Status Display – An optional unit status display is available when the system is interfaced with some CAD systems. Currently supported CAD systems are TriTech VisiCAD and Intergraph. Message signs can be configured to display unit available / unavailable status from the CAD system. If Motorola can implement the unit status message in its Premier One CAD system, the USDD interface can enable a unit status display.

## PERIPHERALS

In addition to the ATX Station Controller, each station will have a combination of peripherals such as LED Speakers, Outdoor Speakers, LED Message Signs, and Strobe Lights to meet requirements for each station's requests as garnered during the walk-throughs. Please see the engineered station designs included for the Bill of Materials proposed to be installed in each station.

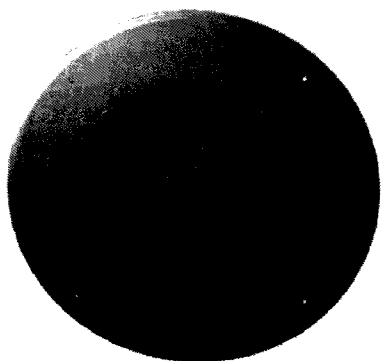
The Phoenix G2 ATX connects to the peripherals (Message Sign or Room Remotes) through standard Cat 5e or Cat 6 cables. The ATX uses the single CAT network cable to provide the peripherals Ethernet data, audio and power. The benefit of this is that only a single LAN cable is required to connect the Station Alerting Controller and any peripheral in the station. Therefore, peripherals do not require an external power source. This design also provides power for message signs attached to the Message Remotes. Each ATX can provide audio and power for 8 peripherals, and expansion units can be used to expand the capacity in groups of 12 or 24 peripherals.



The following is a description of the peripherals proposed for the station designs that are manufactured and provided by USDD:

### ***Speaker Lights, Strobes, and Message Boards***

Speaker lights provide low-voltage lighting for use when an alert is active. Each speaker is fitted with 16 high intensity red LED lights which offers exceptional luminosity without causing light blindness due to dark to bright transition. Speaker lights are typically used in dorm rooms and exit pathways from dorm rooms to the apparatus room. Speaker lights can also be used as alternative alerting devices in high-noise areas like gyms or day rooms.



#### ***G2 LED Speaker Light***

*Type: 8 ohm or 70v configuration*

*Power: 48 VDC, 20mA 90 dBspl sensitivity*

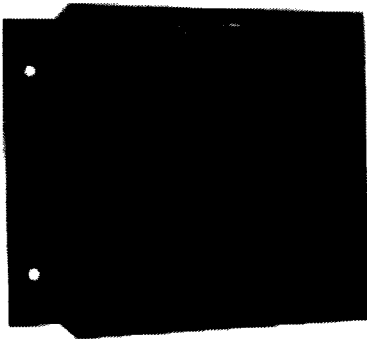
*Dimension: 9.5" Diameter*

All USDD provided speakers have been universally accepted by its customers in dispatch alerting as providing exceptional sound quality and providing clear audio. All indoor speakers, including the LED Speaker Light can be flush or wall mounted. Speaker specifications (including the LED Speaker Light): 8" cone-type loudspeaker, having a frequency response of at least 50 Hz to 12 kHz. Axial sensitivity is 95 dB, measured at 1-watt/4 feet. The loudspeaker will have a 6 oz. ceramic magnet and a 3/4" voice coil. A transformer, capable of matching an 8-ohm loudspeaker to a 25-volt or 70-volt line, and providing power taps of 4, 2, 1, 1/2, 1/4, and 1/8 watts will be included. The loudspeaker shall be assembled on a 13" steel ceiling grille, finished in off-white semi-gloss enamel. Assembly depth shall be 3-1/4".

Outdoor Speakers to be provided have been environmentally tested to ensure long-term operations in any weather. The specifications meet or exceed the Mil-Std810E Test Methods for Temperature, Humidity, Ultraviolet light and Salt Spray. A weather-tight enclosure houses all components. The mounting brackets are designed with multiple angles to facilitate installation in corners or when angulation is required. An integral safety strap mounting point shall be included. The loudspeaker shall rotate, on its axis, a minimum of 180 degrees. Outdoor speaker specifications: Power handling capacity of 100W (8-ohm) or 16W (70V), or approved equivalent; loudspeaker consists of one 6-inch nominal low frequency transducer, one 1/2-inch nominal high frequency transducer mounted coaxially, with a filter network for dividing frequencies between the transducers; the low frequency driver utilizes a metal-alloy cone with deep-anodized surface treatment for rigidity and corrosion resistance. The cone provides a heat transfer element for the voice coil under high power input. The voice coil will be centered via a high gauss, low viscosity magnetic fluid (ferrofluid), which increases the heat transfer rate from the voice coil under long-term, high-power use. The magnetic fluid prevents corrosion from occurring in the magnet gap; the high frequency driver utilizes an environmentally stable polycarbonate diaphragm; ferrofluid dampens the voice coil and assist in the heat transfer for higher power capability; dimensions of

each speaker does not exceed 9" Wide x 8" Diameter x 8-1/4" Deep (with knob & bracket). Product weight does not exceed 8 lb.

Strobe Lights are an attention-getting flashing light unit that is typically used in high noise areas to provide visual alerting without adding to high noise levels in the area. These will be provided in all workout rooms in stations.



*Strobe*

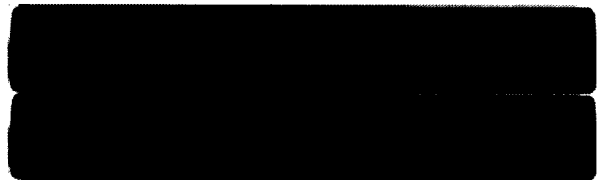
### ***Message Boards***

Each station will be outfitted with a minimum of two message boards. The message boards provided are the G2 LED Message Signs.

### ***G2 LED Message Signs***

The legacy BetaBrite and new Gamma signs provide a single line message, either scrolling or static, depending upon the length of the message. The BetaBrite message sign is 25" long and can display 110 characters of information. The BetaBrite is powered by the ATX Station Controller (as proposed for this Project) or by the G2 Message Remote or G2S Sign Remote. All Remote Peripherals are powered by the ATX Station Controller through the power of Ethernet (POE) cabling, so no local power is required at the sign location.

*G2 LED Message sign – Legacy BetaBrite shown in a common configuration in App Bays, stacked with one displaying alert, and one configured as turn out timer*



The Gamma Sign is designed to be powered directly by the ATX Station Controller; no Message Remotes or Sign Remotes are necessary. The Gamma Sign can be wired for up to three in one string. It comes in two screen sizes, a 24" active screen width, and 36" active screen width. The

36" screen Gamma can also be configured so a portion is dedicated as a turnout timer. This allows the 36" Gamma sign to provide the dual functionality of providing the dispatch information and turnout timer in a single screen.



*G2 LED Message Sign - Gamma*

This proposal provides for using two (2) 24" Gamma LED Message Signs in a stacked configuration at the Bay Doors. One LED Message Sign will provide the alert information, and one LED Message sign will provide a turnout time counting up in one-second increments upon receipt of an alert.

### **OPTIONAL PERIPHERALS**

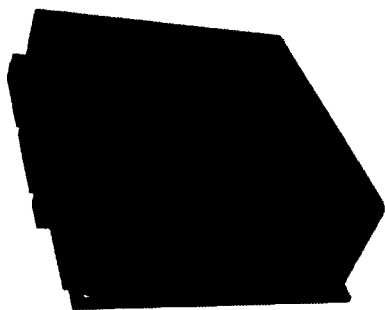
The Phoenix G2 System has been designed to be modular, allowing for the addition of Communication Gateways, Station Controllers and peripherals at any time with only configuration changes required. This allows an agency to build on the System as the Agency expands or are budgets allow.

In addition to the peripherals included in the initial station designs discussed above, USDD offers the following peripherals that the departments may consider to include at a future date or as a replacement in the initial designs:

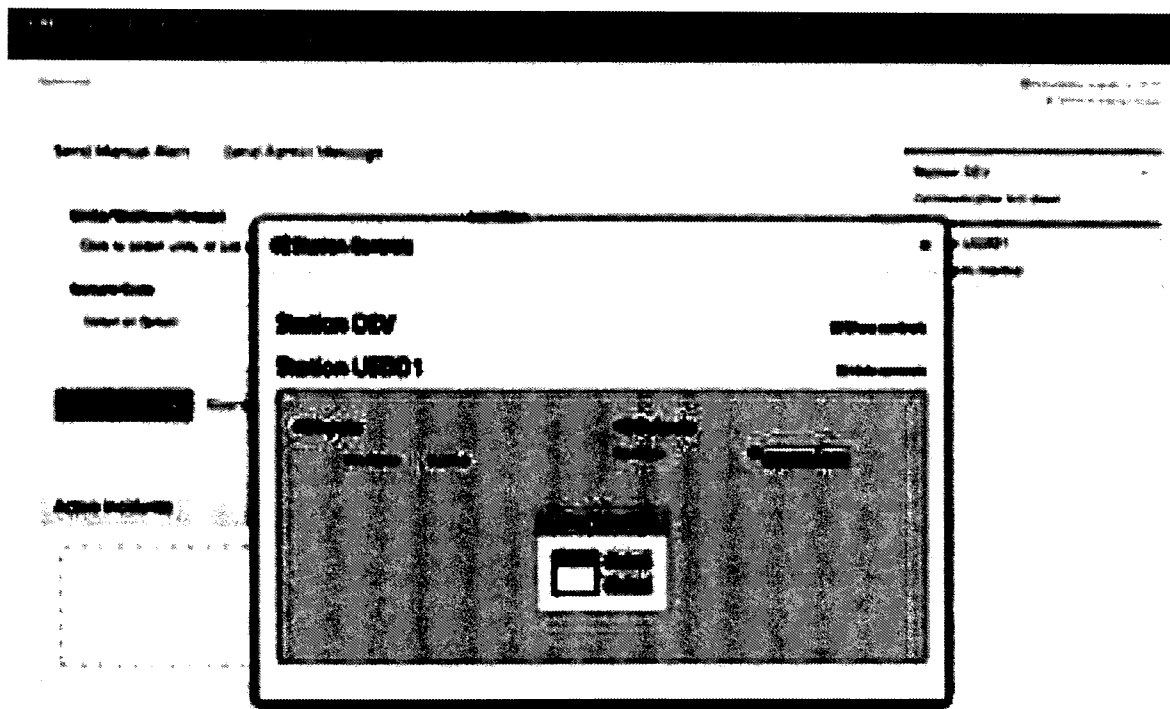
### **G2 IO Remote**

IO Remotes have 8 relay outputs and 8 relay isolated inputs that can be controlled by IO Rules in the Station Controller or by the Station Status and Control page on the Communications Gateway.

Outputs can be connected to overhead door or vehicle gate controls, access control systems and other devices. Inputs can indicate the status of doors, fire alarms, generator run status or other similar devices. The Station Status and Control page on the Communications Gateway can be configured to display alarms to dispatchers when an input is activated and play an alert tone until acknowledged by an operator.



*I/O Remote*



Screenshot of Communications Gateway Dashboard showing configuration of inputs, outputs and bay doors in station.

Distributed I/O Setup						
I/O Rules						
Front Door	Aux Input	Dorm 2 [Input 2]	Causes	Plays Tone "Doorbell: Four Chimes Down" With Text "Front Door"	Edit	Remove
Clear Alerts App Bay	Aux Input	Apparatus Bay [Input 1]	Causes	Clears Active Alerts	Edit	Remove
Back Door	Aux Input	Day Room [Input 1]	Causes	Plays Tone "Doorbell: One Chime" Looping With Text And Speech "Back Door"	Edit	Remove
Walk In	Aux Input	Dorm 2 [Input 1]	Causes	Triggers Station-Wide Alert "Walk In", Tone 22 Always	Edit	Remove
Stove	All Station Alerts		Opens Output Indefinitely	On Device: Day Room [Output: 1]	Edit	Remove
Stove ON	Aux Input	Day Room [Input 2]	Closes Output Indefinitely	On Device: Day Room [Output: 1]	Edit	Remove
Communications Link DOWN	Communications Link Down		Causes	Plays Tone "Doorbell: One Chime" With Text And Speech "Link Down"	Edit	Remove
Baby Drop Off	Aux Input	IO Remote 1 [Input 2]	Causes	Plays Tone "Proximity Warning" With Text And Speech "Safe Haven Alert" Then 10s Delay	Edit	Remove
Test rule	SIP Call Received	On Extension	Closes Output While Input Active	On Device: IO Remote 1 [Output: 4]	Edit	Remove
test rule 2	SIP Call Received	On Extension	Causes	Plays Tone "Doorbell: One Chime" With Text "Info" Then 30s Delay	Edit	Remove
Backup Alert	Aux Input	ATX Mainboard [Input 1]	Causes	Triggers Station-Wide Alert "Backup Alert", Tone 2 Always	Edit	Remove
Fire Alarm	Aux Input	IO Remote 1 [Input 3]	Causes	Plays Tone "Proximity Warning" Looping With Text "Fire Alarm"	Edit	Remove

Editing Rule: "Front Door"	
Enter Rule Name: <input type="text" value="Front Door"/>	Output Type: <input type="text" value="Play tone with text"/>
Input Type: <input type="text" value="Aux input"/>	Text: <input type="text" value="Front Door"/>
Choose a device: <input type="text" value="Dorm 2"/>	Tone: <input type="text" value="Doorbell: Four Chimes Down"/>
Input: <input type="text" value="2"/>	Speak Text (only if local speech available): <input type="checkbox"/>
Normally Closed: <input type="checkbox"/>	Loop Tone While Input Active: <input type="checkbox"/>
	Post-Tone Delay (default 5): (seconds) <input type="text" value="5"/>
<input type="button" value="Save Changes"/> <input type="button" value="Cancel"/>	

Screenshots from G2 Station Controller Interface showing advance configuration of inputs, outputs, devices and customized triggers, and editing screen.

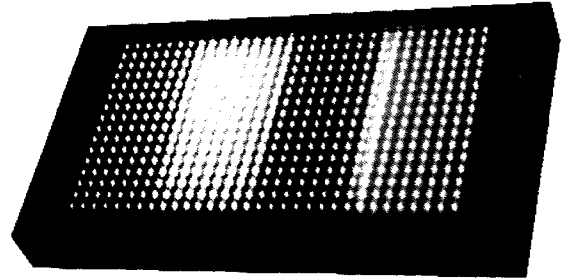
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### ***I/O Remote Speaker Zoning Module***

Bunkroom zone selector switches can be used in each bunkroom to provide zoning for selected Fire / EMS units. The module does not have the full functions of a Room Remote but are considerably less expensive than the Room Remote 2. The Module is connected to the ATX Station Controller and will enable station personnel to use the touchscreen in the Station Controller to select unit assignments per bunk room and control sound and lights in each room. The Module will not provide individual room volume selection, radio monitoring, turnout timer or dispatch information display as is provided by the Room Remote 2.

The Color Indicator Remote offers an alternative alerting method, featuring high-intensity LED lights.

The CI Remote can be configured through the Station Controller to display colors for various system events including Station and Unit alerts, Doorbell and other input activations, and system status changes.



### ***Message Remotes***

There are 4 types of message display peripherals in the Phoenix G2 system: Message Remotes, Sign Remotes, Room Remotes and HDTV Remotes.

#### ***G2 Message Remote***

Message Remotes provide two 15-watt amplifiers with independent volume controls and also connect to two LED message Signs to display dispatch units and information. Again, the signs are powered by the Message Remotes and do not require any other external power supply. The Message Remotes can be provided with a wall bracket for mounting two signs back-to-back for use in hallways or common dorm rooms. Message Remotes include power and control for LED Speaker Lights, and 2 auxiliary relay outputs and 2 auxiliary inputs.

#### ***G2 Sign Remote***

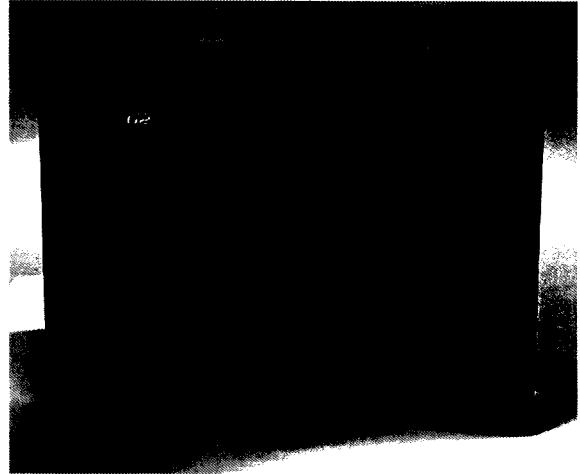
Sign Remotes power and control one LED message sign and do not provide any amplifiers, IO, or lighting control.

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### **G2 Room Remote**

Room Remotes provide similar features of a Message Remote in a smaller package with a message display integrated into the unit. The Room Remote can provide 15-watts of power to speakers and provides a contact closure on activation to turn on overhead lights. The Room Remote has a switched output to provide power for LED Speaker Lights and tone auxiliary relay output and one auxiliary input. The new generation G2 Room Remote 2 (now currently available) provides a 10.1" full color, high resolution LCD touch screen display, which allows the display to show dispatched units, incident information text and a turnout timer

*New G2 Room Remote*



### **G2 HDTV Remote**

The G2 HDTV Remote provides the functionality to turn any high definition TV, screen, monitor or projector with a HDMI connection into a digital display monitor. The HDTV Remote connects the Station Controller with an HDTV display through an integrated HDMI output and is powered from AC power local to the HDTV display. The HDTV Remote can display any dispatch information, incident location map and turnout timer simultaneously on the display. Provided the HDTV Display has Consumer Electronic Control (CEC), which is provided with most modern HDTV's, upon receipt of an alert, the HDTV Remote will automatically switch to the assigned HDMI input to display the incident information. After a configurable amount of time, the HDTV will automatically revert to the HDMI input prior to the alert, and resume the functions assigned to that HDMI port. Each station will be equipped with an HDTV display and a full motion wall bracket.





*G2 HDTV Remote and Flat Panel Screen  
(HDTV) powered by HDTV*

Turnout timer functionality can be included in the display of the HDTV Remote when used in conjunction with an ATX Station Controller. The HDTV Remote turnout timer counts up in seconds and changes color from green to yellow to red as the time approaches the NFPA 1710 standard turnout time.

### ***OTHER FEATURES / FUNCTIONS***

**Zoning Capabilities:** The System provides a zoning capability such that portions of a station can be alerted without alerting the entire station. The ATX Station Controller fully supports station zoning through its internal audio amplifiers and using station peripherals such as LED Speaker Light outputs, LED colored light indicators and Message Signs. Common areas are typically set to alert for all alerts and sleeping areas can be configured with fixed unit-associated zones, or equipped with Room Remotes to allow unit associations to be selected per room. An inexpensive alternative to the Room Remote (and which is proposed for this Project) is the IO Remote Module discussed in the Peripherals Section above. USDD will configure the System with these modules to allow the front panel touch screen of the ATX Station Controller to be used to select the units associated with a Station Area to allow firefighters to select unit associations for example when necessary to change dorm rooms.

The ATX Station Controller supports more than 200 zones in each station through the use of built-in amplifiers and the addition of Message Remotes, Room Remotes, and IO Remotes. The ATX Station Controller has x4 70 Volt audio outputs and 1 line-level audio output, each of which is independently zone-able for a total of 5 built-in zones. Additional audio zones can be added by adding Message Remotes or Room Remotes, or by switching audio outputs using IO Remotes.

Each Message Remote has 2 audio amplifiers and can add 1 or 2 zones, and a Room Remote has 1 audio amplifier and adds 1 zone.

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In the Station Controller individual Peripheral devices and audio amplifiers are associated with Station Areas (or zones). All devices in a Station Area are activated for an alert that involves that area.

Each Station Area is then associated with one or more units, and is activated whenever an associated unit is alerted. Unit to Station Area association is configured using the web configuration in the Station Controller.

Mapping Capabilities: USDD provides an optional hosted map display feature that can display an incident map in HDTV Remotes in the fire station. When an alert is received by the Communications Gateway from the CAD system, the Gateway will query the Mapping Server for a map of the incident location. The Gateway will then provide this map to any Station Controllers alerted for this dispatch and HDTV Remotes in the station will display the map. The mapping server is hosted and maintained by USDD on an Amazon EC2 virtual machine. If the customer selects this option the CAD system must support sending Latitude and Longitude for alerts and the customer's Communications Gateways must be able to contact the USDD Mapping Server on the Internet. Customers can provide mapping data to USDD in standard format for loading on the server and later display on the maps. Note, an HDTV Remote with a flat panel monitor/HDTV will be required for viewing maps in the station.

Printing Capabilities. The ATX Station Controller supports printing of incident dispatch information on standard PCL or PostScript printers. The ATX supports multiple printers, and printers can be zoned by Station Area allowing printers to be assigned to one or more units in the station. Printouts can be made as one per station or one per alerted unit to give each unit a printout. Printers are monitored for connections and can be reported as up or down.

The printer output format is configurable by USDD using any information provided by the CAD system in the XML alerting message. The printer output does not need be identical to the VoiceAlert announcement or message sign text and can include additional information if provided by the CAD system.

Remote/Redundant Alerting: USDD has developed the new Phoenix G2 FSA Mobile Application (the "App") to provide the departments the capability to alert authorized personnel using a mobile application that interfaces with the CAD system. The App is supported by Apple and Android devices. The App will interface with the Cities' CAD to send simultaneous mobile alerts, including dispatch announcements, administrative alerts, IT support notifications and application update notifications to authorized personnel via their smartphones and tablets. The App alerts personnel as individuals or groups (e.g., stations, battalions, districts, etc.) wherever they are, making it especially ideal for volunteers and reserves. The mobile alerts plays the same tones as those in the station, shows incident location using the device's built-in mapping capabilities and enables users to save notifications for future reference and search for previous notifications. In addition, the App provides an easy-access email address and phone link to local IT support. Each ATX Station Controller will enable x24 App licenses at no additional charge while the System is under warranty or annual service and support. Based upon the Cities purchasing an ATX Station Controller for each of their 8 fire stations, the City will have 192 licenses available for use of the App. Additional licenses can be obtained on a sliding cost scale. It should be noted, however, that the performance of mobile alerting is subject to network reliability and coverage.



The System also supports remote alerting capabilities by generating an alert that can send an email to server via SMTP or ESMTP. Upon receipt of an alert from the CAD, the Communications Gateway will generate an alert and can send an email to server via SMTP or ESMTP. This email can be directed to a paging or cell phone system to deliver pages or SMS messages. Messages can be sent when specific Groups, Stations or Units are alerted, or when configured key words are found in the dispatch message. Event messages are delivered when the event occurs and when the event clears. Again, it should be noted that the performance of the remote alerting is subject to network reliability and coverage

#### ***How Alerts are Processed***

The System will fully support alerting multiple stations simultaneously and playing VoiceAlert automated announcements in the alerted stations and over the dispatch radio channel or talk-group. If multiple alerts come in to the Communications Gateway for multiple dispatches, the stations are alerted immediately and VoiceAlert plays in the stations, and radio voice announcements queue for the radio channel as necessary.

When the Communications Gateway receives an alert request from the CAD system the Gateway parses the alert information received and creates two parallel alerting paths, one for the Station alerts and one for the Radio alerts. This process takes less than 500 ms after the receipt of the complete alerting message from the CAD system.

The Station path immediately sends the alert to the involved Station Controllers and begins collecting acknowledgements. It will then retry any unacknowledged alerts with the necessary Station Controllers. If an alert is still unacknowledged after exhausting all retries, the Gateway will move to the next available communications path and attempt to alert the Station Controller using that path. After all Stations have either acknowledged their messages, or all retries have been tried, the Gateway returns a Destination Status Message to the CAD system indicating the Station Controllers that acknowledged processing the message, and those that did not acknowledge. This status message is then used by the CAD system to indicate to the dispatcher the status of the alert. The generation of this Status Message does not impact the system's response time as all message transmission attempts are tried before returning a status message to CAD. The

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Communications Gateway handles all necessary retries without CAD intervention. See the section titled "System Monitoring/Back Up Alerting" following for more information.

The Station Controller immediately activates all visual alerting devices on receipt of the alert, plays the alert tone and then the VoiceAlert announcement. In the event of multiple alerts for a single station, the visual alerts activate immediately as received, and the VoiceAlert announcements queue for playback and are played in receive order after the previous announcement completes.

Simultaneously with the Station Controller alerting sequence, the Communications Gateway sends the Radio alert to the responsible application, which either starts the transmission process immediately or, if the radio channel is not immediately available, queues the alert for transmission over the radio. When the channel becomes available, the alert announcement will be played in the order it is put in the queue. The Gateway has the ability to put Radio alerts into the radio queue based on incident priority if that is provided by the CAD system, allowing more urgent alerts to be transmitted before lower priority ones. An algorithm is used to ensure that higher priority alerts do not completely starve out lower priority dispatches by increasing the priority of lower priority alerts over time.

The Phoenix G2 Station Alerting System can handle up to 16 simultaneous dispatches per station.

The System with VoiceAlert is designed to use low-latency broadband data connectivity between the Communications Gateways and the Station Controllers. This connectivity must be capable of carrying TCP and UDP / IP data streams in both directions. The alerting protocol is designed for use on low-speed data radio systems and is very light weight with an alert message approximately 500 bytes, and an acknowledgement of 10 bytes.

The Phoenix G2 Alerting System uses a TCP/IP primary communication path from Dispatch to the Station which allows for an almost instantaneous delivery (<300ms with decent OFE network) of the alert. Once the alert is at the station, it can be viewed for immediate recognition of who and what needs to go, sometimes long before any audio delivery is even finished. Further, by using any of our message signs as a Turn Out Timer, our customers have seen an increased motivation and response from the responders knowing and competing over exact reaction times.

Text message displays located in common areas of the station can provide visual information on dispatches to give dispatched companies the information they need to respond quickly and effectively. Coupled with the audible VoiceAlert dispatch announcement, the Phoenix G2 system provides improved reaction times that some customers have credited with 30-90 second reductions in response time.

The Phoenix G2 Station Alerting System begins audible alerts (and all visual and printing alerts) approximately 20 ms after receiving the alert from the Communications Gateway. If a voice announcement is included, it will take less than 200 ms to receive and begin playing a 10 second announcement using a T1 data circuit. Thus, if a 2 second alert tone precedes the voice announcement, the announcement will arrive approximately 1.8 seconds before the end of the alert tone.

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### ***System Monitoring/Backup Alerting***

The Phoenix G2 System is capable of utilizing multiple, redundant alerting paths to ensure alerts reach the station even during an outage of the primary alerting path. Options include IP-based networks, serial data radio, 2-tone paging, DTMF, contact closure, and telephone ring detection. For this Project, an IP based network will be used as the primary alerting path and radio as the secondary or backup communications path.

The Communications Gateway monitors all two-way alerting circuits for integrity using periodic handshakes and the success or failure of these handshakes is logged on the Communications Gateway. The Communications Gateway tests communications with each station every 30 seconds. The Station Controller responds to each handshake with an acknowledgement and the status of all active components, its software version, and the state of a USB-connected UPS if present. If a Station Controller fails to acknowledge 3 consecutive handshakes, the station is marked as "DOWN" by the Communications Gateway, and the Web interface displays "Communications Down" for that station and plays an alert tone. The Gateway can also send email and pager notifications for this event. This failure can also optionally notify station personnel using visual and audible notifications.

Once an alert is received from the CAD system and sent to the affected stations, the Phoenix G2 System provides an automated alert acknowledgement as part of the System. The Station Controller will return an acknowledgement message back to the Communications Gateway after the successful receipt of an alert message. The Communications Gateway will then return a message to the CAD system listing all stations that successfully received the alert and separately listing those that did not successfully receive the alert. The Communications Gateway retries any unacknowledged alerts with the necessary Station Controllers. If an alert is still unacknowledged after exhausting all retries, the Gateway will move to the next available communications path and attempt to alert the Station Controller using that path.

For this Project, when an alert is generated from the CAD system, the Communications Gateway will send the alert to the appropriate Station Controller. If the IP network to a station is down when an alert is sent, the Station Controller cannot acknowledge the alert from the IP network. The Gateway will not receive an acknowledgment from the affected Station Controller, and after unsuccessful retries, the Communications Gateway will automatically send the alert through the secondary communications path, i.e., the City's current radio system. This will cause the alert to be sent over the radio system in tones, and decoded at the Station Controller. Upon receipt, the Station Controller will cause the alert to be broadcast through the station. No dispatcher intervention would be required. We look forward to discussing the City's options for secondary and tertiary (if needed) communication paths for back up alerting.

The status of all alerts sent by the System are displayed on the Active Alerts display on the Communications Gateway Dashboard web application.

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## **ADMINISTRATION AND CONFIGURATION**

### ***Communications Gateway***

The Communications Gateway has a web-based configuration and management interface. This interface provides access to the configuration database as well as diagnostic reporting. Access to the system is password protected and role-based, allowing function restriction to the individual level when necessary.

System logging is provided on the Gateways, and all communication with the CAD system is logged. In addition, statistical information on messages received and transmitted, along with counts of message retransmissions is kept in the database. Stations that do not respond to periodic polls are flagged as having trouble, and email / pager messages can be sent to designated personnel advising of the failure.

The system also includes a manual alerting client for dispatcher use when the CAD system is unavailable. This client can also be used by technical staff to generate end-to-end alert tests for the fire station.

### ***Station Controller***

Administration and configuration of the individual Station Controllers in the stations is accomplished two ways. Basic operations, configuration, and maintenance information is provided using the touch screen display on the front of the unit. This display normally shows basic Station Controller status information such as CAD link status, current time, and last dispatch received. Other detailed diagnostic information can also be displayed when needed and basic troubleshooting can be conducted using the IP address and device name display functions. The display also provides the fire fighters control over the station radio monitor, and allows them to reprint dispatch information on previously received dispatches.

The primary configuration of the Station Controller is accomplished using the web-based interface to the Controller. Any web browser (such as Internet Explorer or Firefox) can be used to configure the system from any PC that can access the Station Controllers. This allows staff to make configuration changes either locally in the station or remotely from an office or home with VPN access to the system. The interface allows the modification of all Station Controller settings, including time-of-day volume changes, audio input level and priority behavior, message device settings, unit configuration, and unit to station area assignments.

The System displays the operational state of all components, including the remote message display peripherals. The web interface also provides access to a basic test alert function to allow technical staff to generate local test alerts. A system log is kept by the system and is accessible to staff through the web interface. This log contains all interactions with the Communications Gateways as well as all received dispatches and the actions the system took for each of these alerts.

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### **Software**

The Phoenix G2 System is a special-purpose appliance system, with the components specifically configured with hardware and software for station alerting. The Communications Gateway requires a module that USDD calls the Look and Feel module to adapt the Station Alerting System to the requirements of the Fire Department. This is a software module that is customized to meet these needs and includes the mapping of all CAD data fields to internal system data elements, the format of location information received from the CAD system, the VoiceAlert announcement formats for both in-station and on-radio announcements, and Message Display formatting.

Although the system is capable of per-channel control of VoiceAlert announcements, some customization is expected to the user interface to allow dispatchers to control the VoiceAlert radio functions of the system on a per dispatcher basis.

Software updates are provided and applied to the components of the system in different ways depending on the section of the system involved. The Communications Gateway is updated by US Digital Design personnel using remote access. The Communications Gateway disk drives have two separate partition groups and each can have a complete operating system and application installed. This allows USDD to update the software on the Gateways and switch reboot the system into either of the installed systems, as well as ensuring that database updates can be migrated directly from a running system to a new system.

The Station Controller firmware is updated as a single file upload to the Station Controller using the web interface. The Station Controllers can have two different copies of operating firmware installed, and a restart of the system will boot into the primary image. When a new image is loaded, the previous version is moved to the secondary image and is used automatically if the system fails to boot with the primary image. US Digital Designs will provide customers under support the current version firmware and they can decide to update Station Controllers or not update.

### **Modularity**

The System is very modular and scalable, to enable agencies to easily phase in peripheral components at any later phase as needed or as budgets allow. Additional Communications Gateways, Station Controllers, and Station Peripherals can be added to the System at any time with only configuration changes necessary on existing systems. The System has been designed to allow stations to phase in or upgrade equipment using an easy "plug and play" installation of peripherals. Through hardware and software updates, the System will be able to migrate to new features over time without a wholesale change-out of the System. All new USDD components are fully backward compatible with our original systems and older components will work with the newest systems (possibly with reduced features).

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Project	BELLEVUE FIRE DEPARTMENT, NE
Building	FIRE STATION 1
Filename	USDD_NE_BELL_FS01_FSA.DWG
Date	01-May-2018
design by	JA

SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
G2	POWER/EXHAUST/STATION CONTROLLER
EXP	G2 EXPANSION MODULE
IO	G2 I/O REMOTE
MR	G2 MESSAGE REMOTE
MS	G2 MESSAGE SIGN
RR	G2 ROOM REMOTE
HD	G2 HDV REMOTE
IR	G2 INFLATOR REMOTE
SR	G2 SIREN REMOTE
UPS	G2 UPS REMOTE
IO	G2 I/O REMOTE
PE	G2 PUSH BUTTON
SL	G2 SIREN LIGHT
AMP	G2 AMP
TR	G2 TRANSFORMER
FS	G2 FLUSH MOUNT
WB	G2 WEATHER-PROOF BOX
MT	G2 MOUNT
AD	G2 ADAPTER
DS	G2 DETECTION SENSOR
VC	G2 VOLUME CONTROL
OH	G2 OFF-HOOK
FP	G2 FLAT PANEL DISPLAY
MX1	G2 MIXER V1
MX2	G2 MIXER V2
ARM	G2 ARTICULATING ARM MOUNT FOR G2
AP	G2 ADAPTER PLATE FOR MOUNTING

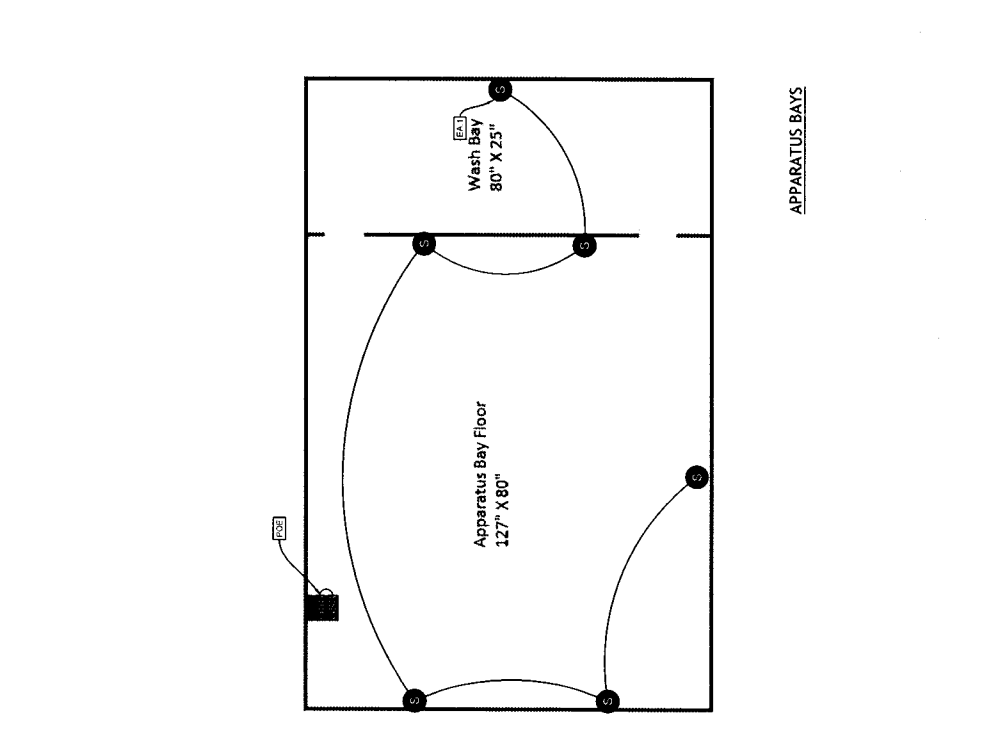
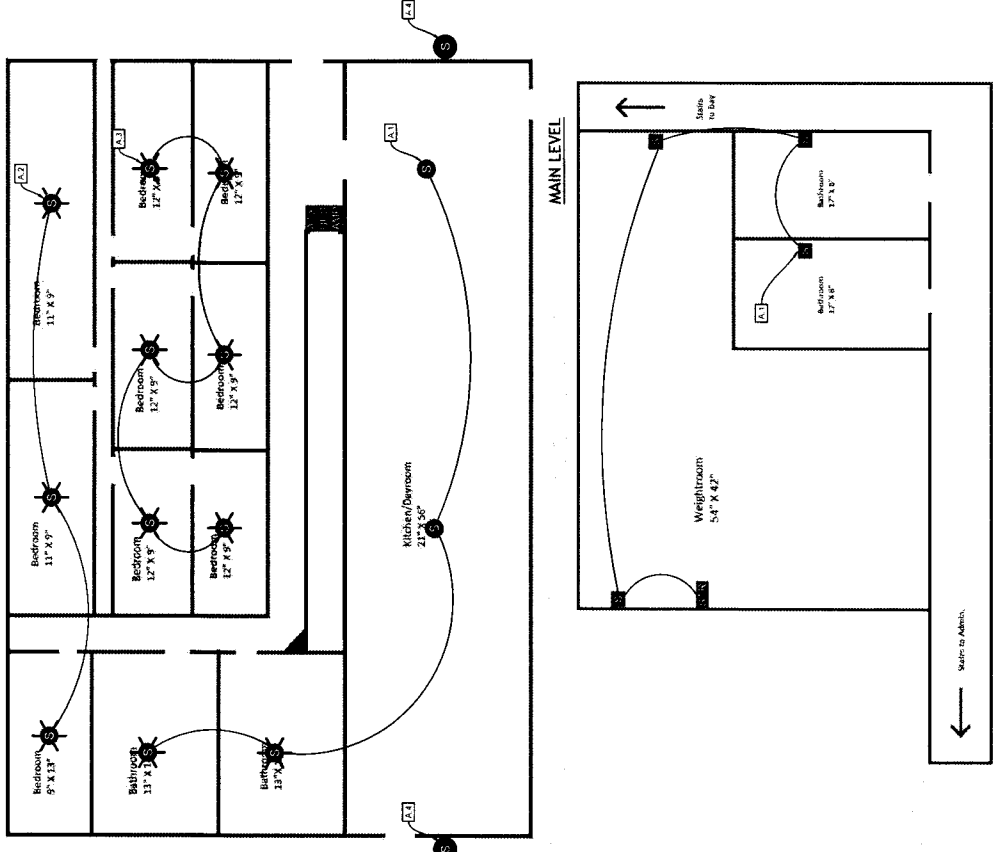
Court	Name
1	EXTERNAL AMPLIFIER (60-100W)
11	G2 ATX STATION CONTROLLER
11	G2 LED SPEAKER (G2-LV-HC-70)
2	G2 MESSAGE SIGN STANDARD (MS-G2-S)
1	G2 AS ADAPTOR PLATE DOUBLE (AP-D)
1	G2 STROBE LIGHT
1	AS-WMT-ART-1
2	SPEAKER FLUSH MOUNT
8	SPEAKER WEATHER-PROOF
4	SPEAKER-METAL BOX

NOTES:

- SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
- US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
- US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
- THE G2 SYSTEM IS ABLE TO SIGNAL OWNER-FURNISHED SYSTEMS (EXHAUST, LIGHT, GAS SHUT OFF, ETC.) BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.

INSTALLER NOTES

- INSTALLER TO INCLUDE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP), (IF APPLICABLE).
- INSTALLER TO PROVIDE CONNECTION FROM ATX STATION CONTROLLER TO CUSTOMER'S EXISTING STATION RADIO AND NETWORK SYSTEM FOR BACKUP.
- INSTALLER TO PROVIDE CONNECTION FROM ATX STATION CONTROLLER TO EXISTING HOUSE AUDIO SYSTEM FOR RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE. (IF APPLICABLE).
- INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.
- VOLUME CONTROL PROVIDED BY OWNER.



APPARATUS BAYS

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NOTES

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2. INSTALLER TO PROVIDE 1 CAT5/A CABLE FROM ATX CONTROLLER TO CUSTOMER EXISTING STATION RADIO AND NETWORK SYSTEM FOR BACKUP.
3. US DIGITAL DESIGNS IS ABLE TO SIGNAL OWNER-FURNISHED STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR (IO REMOTE. (IF APPLICABLE))
4. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.

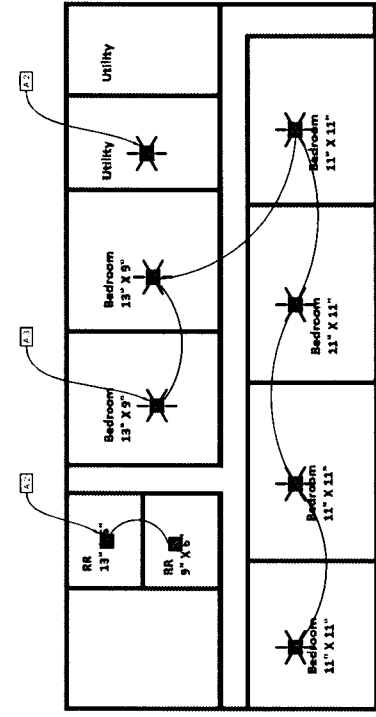
US DIGITAL DESIGNS

Count	Name
1	EXTERNAL AMPLIFIER (60-100W)
1	G2 ATX STATION CONTROLLER
9	G2 LED SPEAKER-BOX
4	G2 MESSAGE SIGH STANDARD (MS-G2-S)
2	G2 MS ADAPTOR PLATE DOUBLE (AP-D)
1	G2 STROBE LIGHT
1	G2 UPS (G2-UPS)
2	MS-WMT-ART-1-L
1	SPEAKER FLUSH MOUNT
10	SPEAKER WEATHER-PROOF
6	SPEAKER-METAL BOX

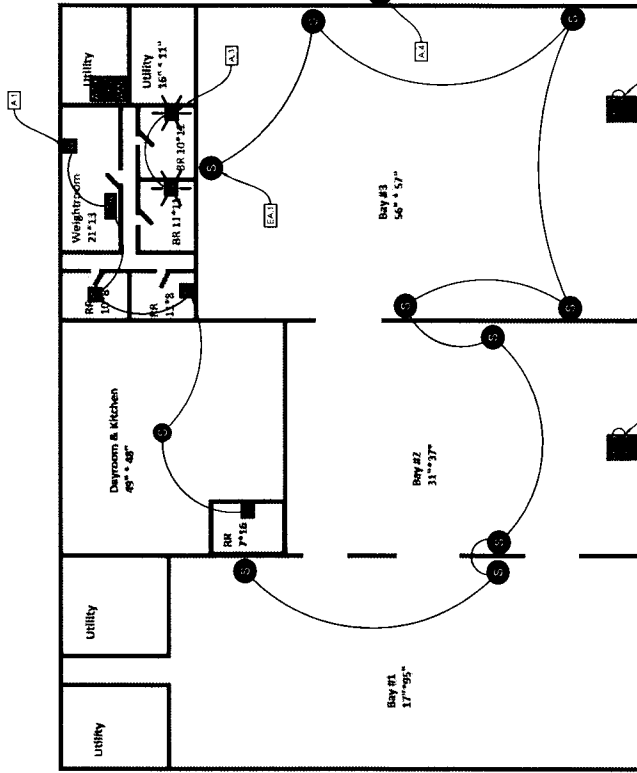
SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
MS	G2 MESSAGE SIGH STANDARD (MS-G2-S)
EXP	G2 EXPANSION MODULE
IO	G2 IO REMOTE
MSR	G2 MESSAGE REMOTE
MSA	G2 MESSAGE SIGH
RR	G2 ROOM REMOTE
RR2	G2 ROOM REMOTE 2
HN	G2 HORN REMOTE
CR	G2 COLOR INDICATOR REMOTE
SR	G2 SIREN REMOTE
UPS	G2 UNINTERRUPTIBLE POWER SUPPLY
IO	G2 IO REMOTE
DB	G2 DB PUSH BUTTON
STR	G2 STRIKE LIGHT
AMP	G2 AMP
TF	G2 TRANSFORMER
SS	G2 LED SPEAKER FLUSH MOUNT
SS	G2 LED SPEAKER METAL BOX
SS	SPEAKER WEATHER-PROOF
SS	SPEAKER FLUSH MOUNT
SS	SPEAKER METAL BOX
SS	G2 ATX PANEL MONITOR ATX WITH MOUNT
AD	APPARATUS DETECTION SENSOR
SS	G2 MESSAGE SIGH
VC	VOLUME CONTROLLER (CUSTOMER SUPPLIED)
OH	OFF-HOOK
PPD	G2 ATX PANEL DOWEL
MX1	24 PORT MIXER V1
MX2	24 PORT MIXER V2
MSM	24 PORT MIXER MOUNT FOR G2S
ADP	ADAPTOR PLATE FOR APPARATUS

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UPPER LEVEL



MAIN LEVEL



www.stationalerting.com

design by JA

date 01-May-2018

filename USDD\_NE\_BELL\_F502\_F5A.DWG

building FIRE STATION 2

project BELLEVUE FIRE DEPARTMENT, NE



www.stationalerting.com

project	BELLEVUE FIRE DEPARTMENT, NE
building	FIRE STATION 3
filename	USDD_NE_BELL_F503_FSA.DWG
date	01-May-2018
design by	JA

SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
G2	PHENIX G2 STATION CONTROLLER
EXP	G2 EXPANSION MODULE
IO	G2 I/O REMOTE
MSG	G2 MESSAGE REMOTE
MSG	G2 MESSAGE SIGN
RR	G2 ROOM REMOTE
RR2	G2 ROOM REMOTE 2
HD	G2 HOT VIBRATE
CD	G2 COLOR INDICATOR REMOTE
SR	G2 SIREN REMOTE
UPS	G2 INTERRUPTIBLE POWER SUPPLY
IO	G2 I/O REMOTE
PS	G2 PUSH BUTTON
STR	G2 STROBE LIGHT
AMP	G2 AMPLIFIER
T	G2 TRANSFORMER
LED	G2 LED SPEAKER FLUSH MOUNT
LED	G2 LED SPEAKER METAL BOX
SPR	G2 SPEAKER W/ANTENNA PROOF
SPR	G2 SPEAKER FLUSH MOUNT
SPR	G2 SPEAKER METAL BOX
ATX	G2 ATX STATION CONTROLLER
MSG	G2 MESSAGE SIGN
MSG	G2 MESSAGE SIGN (CUSTOMER SUPPLIED)
VC	G2 VOLUME CONTROL (CUSTOMER SUPPLIED)
OH	G2 OFF-HOOK
EPD	G2 EPD ATX PANEL
MX1	G2 24 PORT MIXER 1
MX2	G2 24 PORT MIXER 2
MSM	G2 MESSAGE MOUNT FOR G2S
ADP	G2 ADAPTER PLATE FOR ROOM G2S

COUNT	DESCRIPTION
1	EXTERNAL AMPLIFIER (40-TOW)
1	G2 ATX STATION CONTROLLER
10	G2 LED SPEAKER (G2 LV-HC-70)
10	G2 MESSAGE SIGN STANDARD (MS-G2-S)
2	G2 MS ADAPTOR PLATE DOUBLE (AP-D)
1	G2 STROBE LIGHT
2	G2 UPS (G2-UPS)
2	MS-AMT-ART-L
10	SPEAKER FLUSH MOUNT
10	SPEAKER WEATHER PROOF

NOTES:

- SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
- US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
- US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
- PHENIX G2 SYSTEM IS ABLE TO SIGNAL OWNER-FURNISHED SYSTEMS (EXHAUST, LIGHT, GAS SHUT OFF, ETC.) BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.

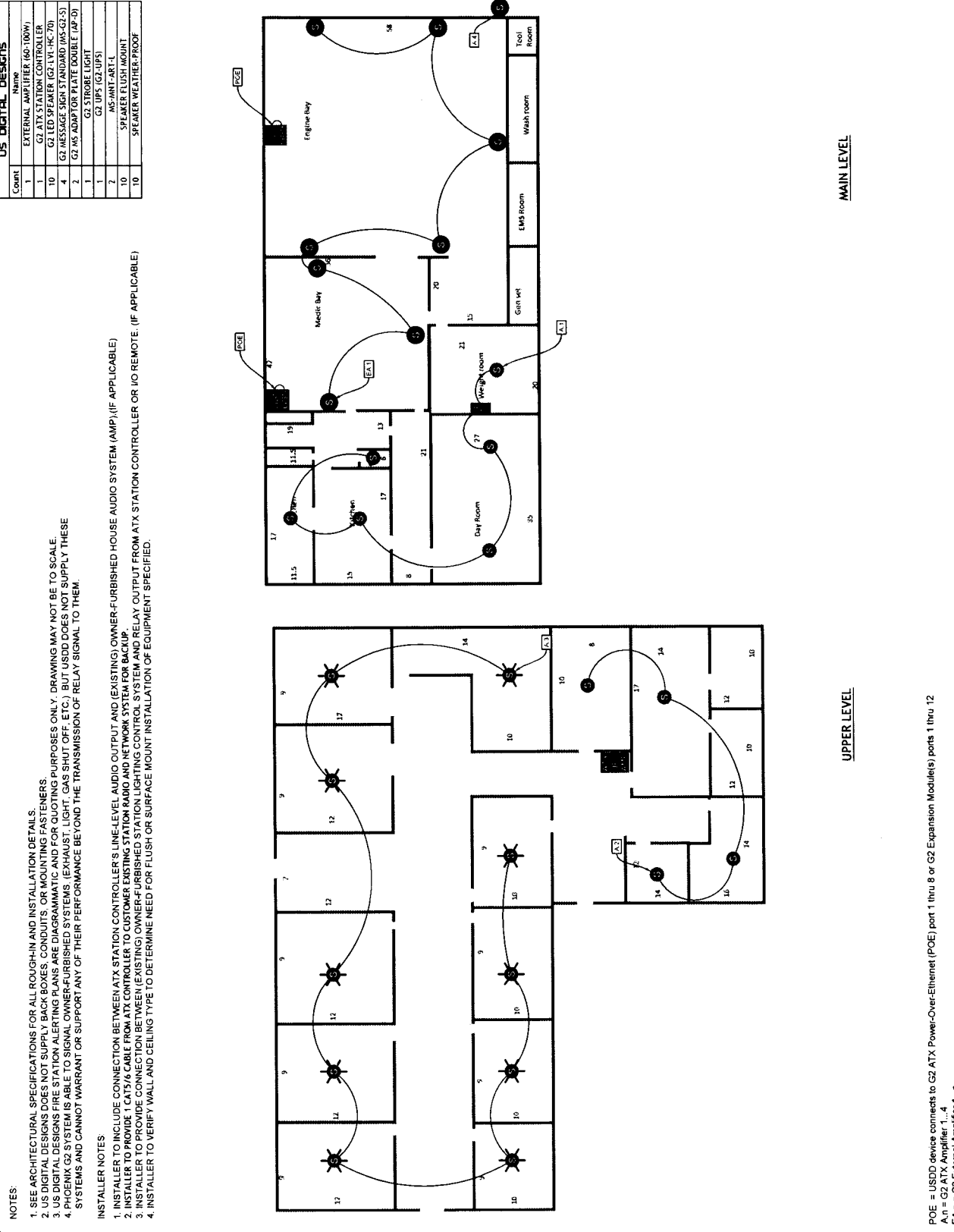
INSTALLER NOTES:

- INSTALLER TO INCLUDE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP), (IF APPLICABLE).
- INSTALLER TO PROVIDE 1 CAT5/E CABLE FROM ATX CONTROLLER TO CUSTOMER EXISTING STATION RADIO AND NETWORK SYSTEMS. (IF APPLICABLE).
- INSTALLER TO PROVIDE CONNECTION BETWEEN (EXISTING) OWNER-FURNISHED STATION G2S AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE. (IF APPLICABLE).
- INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.

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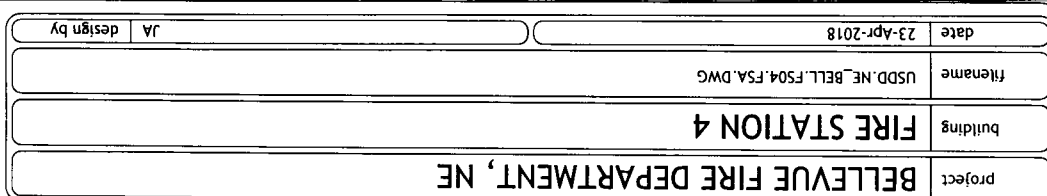
A B C D



MAIN LEVEL

UPPER LEVEL

POE = USDD device connects to G2 ATX Power-Over-Ethernet (POE) port 1 thru 8 or G2 Expansion Module(s) ports 1 thru 12  
A.n = G2 ATX Amplifier 1...4  
E.A.n = G2 External Amplifier 1...n



33	REC-AM REMOTE	RR
34	ROOM REMOTE 2	RR2
35	ROOM REMOTE	RR
36	TV REMOTE	TRV
37	TV REMOTE	TR
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SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.

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USE DIGITAL DESIGNS FIRE STRIKE ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.

PHOENIX G2 SYSTEM IS ABLE TO SIGNAL OWNER-FURNISHED SYSTEMS, EXHAUST, LIGHT, GAS SHUT OFF, ETC., BUT USED DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.

INSTALLER NOTES

INSTALLER TO INCLUDE CONNECTION BETWEEN TTX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURNISHED HOUSE A LINE-LEVEL INPUT.

INSTALLER TO VERIFY CONNECTION BETWEEN EXISTING OWNER-FURNISHED STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION.

INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.

INSTALLER TO PROVIDE CONNECTION BETWEEN (EXISTING) OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP) (IF APPLICABLE) AND EXISTING CONNECTION TO CUSTOMER EXISTING STATION RADIO AND NETWORK SYSTEM FOR BACKUP.

INSTALLER TO PROVIDE CONNECTION BETWEEN (EXISTING) OWNER-FURNISHED STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE.

INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE REQUIRED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.

POE = USDD device connects to G2 ATX Power-Over-Ethernet (POE) port 1 thru 8 or G2 Expansion Module(s) ports 1 thru 12  
A.n = G2 ATX Amplifier 1...4  
EAn = G2 External Amplifier 1...n

SYMBOL	DESCRIPTION
<b>ATX</b>	STATION CONTROLLER
<b>CS2</b>	PHASE-LOCKED LOOP CONTROLLER
<b>EXP</b>	EXPANSION MODULE
<b>LV0</b>	0 V P.M.S.T.
<b>MR1</b>	0.25 MΩ RESISTOR
<b>MS1</b>	0.25 MΩ RESISTOR
<b>RR1</b>	0.25 Ω RESISTOR
<b>RR2</b>	0.25 Ω RESISTOR
<b>RD1</b>	0.25 Ω RESISTOR
<b>CR</b>	0.25 Ω RESISTOR
<b>SR</b>	0.25 Ω RESISTOR
<b>UPS</b>	0.25 Ω RESISTOR
<b>LV0</b>	0 V P.M.S.T.
<b>LV1</b>	0 V P.M.S.T.
<b>STR</b>	0.25 Ω RESISTOR
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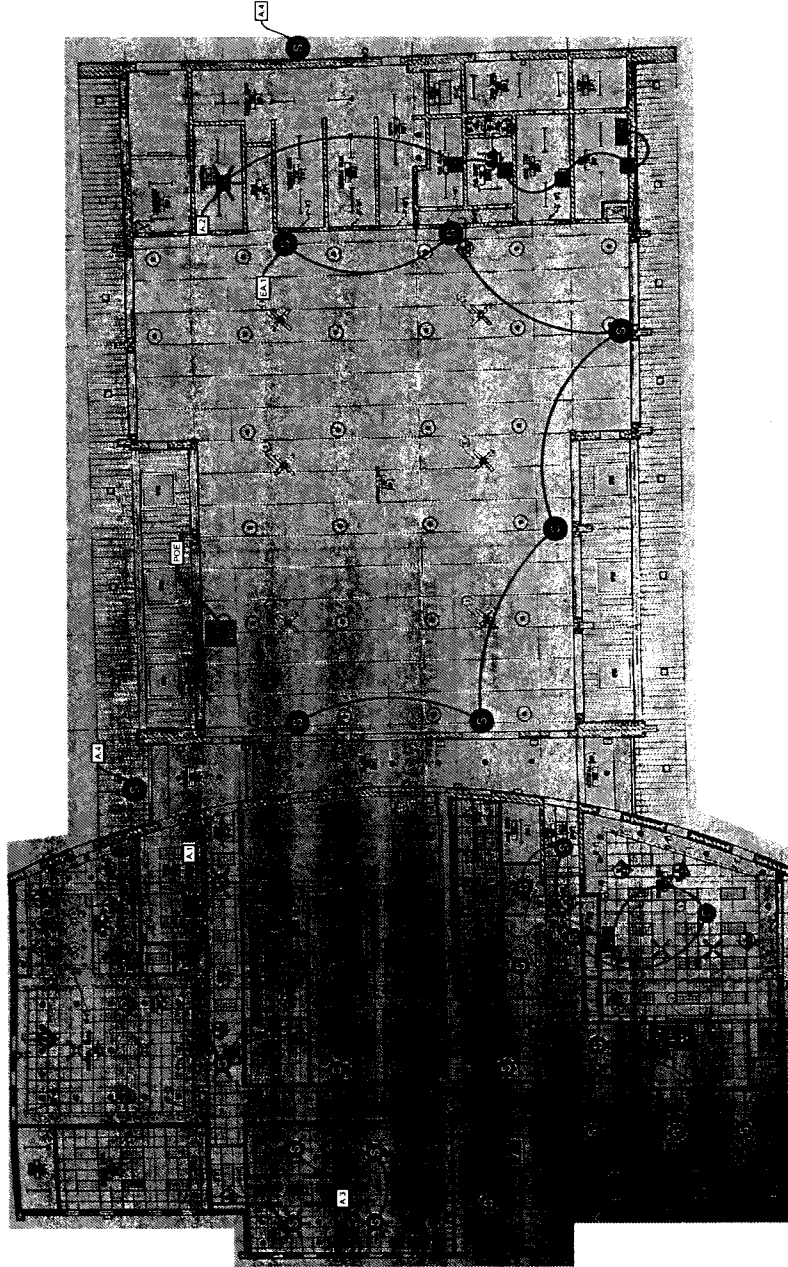
US DIGITAL DESIGNS		Name
Count	1	EXTERNAL AMPLIFIER (40-100W)
	2	G2 ATX STATION CONTROLLER
	7	G2 LEO SPEAKER (2x12-1HC-70)
	1	G2 LEO SPEAKER-BOX
	2	G2 MESSAGE SIGN STANDARD (MS-G2-5)
	1	G2 MS ADAPTOR PLATE DOUBLE (AP-D)
	1	G2 STROBE LIGHT
	2	G2 UPS (G2-UPS)
	1	MS-MNT-ART-1
	11	SPEAKER FLUSH MOUNT
	8	SPEAKER WEATHER-PROOF
	4	SPEAKER-METAL BOX
	5	VOLUME CONTROL (CUSTOMER SUPPLIED)

## NOTES:

1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
3. US DIGITAL DESIGNS FIRE STATION ALERT PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
4. PHOENIX GZ SYSTEM IS ABLE TO SIGNAL OWNER-FURNISHED SYSTEMS. (EXHAUST, LIGHT, GAS SHUT OFF, ETC.). BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.

**INSTALLER NOTES:**

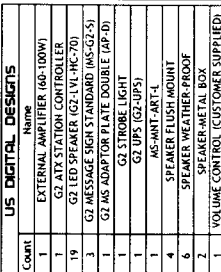
1. INSTALLER TO INCLUDE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP) (IF APPLICABLE).
2. INSTALLER TO PROVIDE 1/4" CAT5E CABLE FROM ATX CONTROLLER TO CUSTOMER EXISTING STATION RADIO AND NETWORK SYSTEM FOR BACKUP.
3. INSTALLER TO PROVIDE CONNECTION BETWEEN (EXISTING) OWNER-FURNISHED STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR (IF REMOTE, (IF APPLICABLE) TO THE EXISTING STATION LIGHTING CONTROL SYSTEM).
4. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.
5. VOLUME CONTROL PROVIDED BY OWNER.

































POE = USDD device connects to G2 ATX Power-Over-Ethernet (POE) port 1 thru 8 or G2 Expansion Module(s) ports 1 thru 12

A.n = G2 ATX Amplifier 1...4

**EA.n = G2 External Amplifier 1...n**



SYMBOL	DESCRIPTION
 <b>AX2</b>	AX2-A1 STATION CONTROLLER
 <b>C2</b>	PHASE C STATION CONTROLLER
 <b>EXP</b>	EXP-1 EXPANSION MODULE
 <b>UC2</b>	C1-A REMOTE
 <b>MR</b>	C1-A SPACE SHUTTLE
 <b>MS</b>	C1-A SPACE SHUTTLE
 <b>RS</b>	C1-A REMOTE
 <b>RS2</b>	C1-A REMOTE 2
 <b>RM</b>	C1-A REMOTE
 <b>CR</b>	C1-A REMOTE
 <b>TS</b>	C1-A REMOTE
 <b>UPS</b>	COUNTERMUTABLE UNIVERSAL POWER SUPPLY
 <b>UC2</b>	C1-A REMOTE
 <b>UP</b>	C1-A REMOTE
 <b>STR</b>	C1-A REMOTE
 <b>AMP</b>	C1-A REMOTE
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3. US DIGITAL DESIGNS FIRE STATION ALERTING PILES ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY.
4. PHOENIX G3 SYSTEM IS ABLE TO SIGNAL OWNER-FURNISHED SYSTEMS (EXHAUST, LIGHT, GAS DETECTORS, ETC.) AND DOES NOT REQUIRE A SIGNALING DEVICE.
5. PHOENIX G3 SYSTEM CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE SYSTEMS AND COMPONENTS PROVIDED BY THEM.

1.1. INSTALLER TO INCLUDE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP), (IF APPLICABLE).  
INSTALLER TO PROVIDE 1 CAT5/6 CABLE FROM ATX CONTROLLER TO CUSTOMER EXISTING STATION RADIO AND NETWORK SYSTEM FOR BACKUP.

3. INSTALLER TO PROVIDE CONNECTION BETWEEN (EXISTING) OWNER-FURNISHED STATION LIGHTING CONTROL SYSTEM AND RE

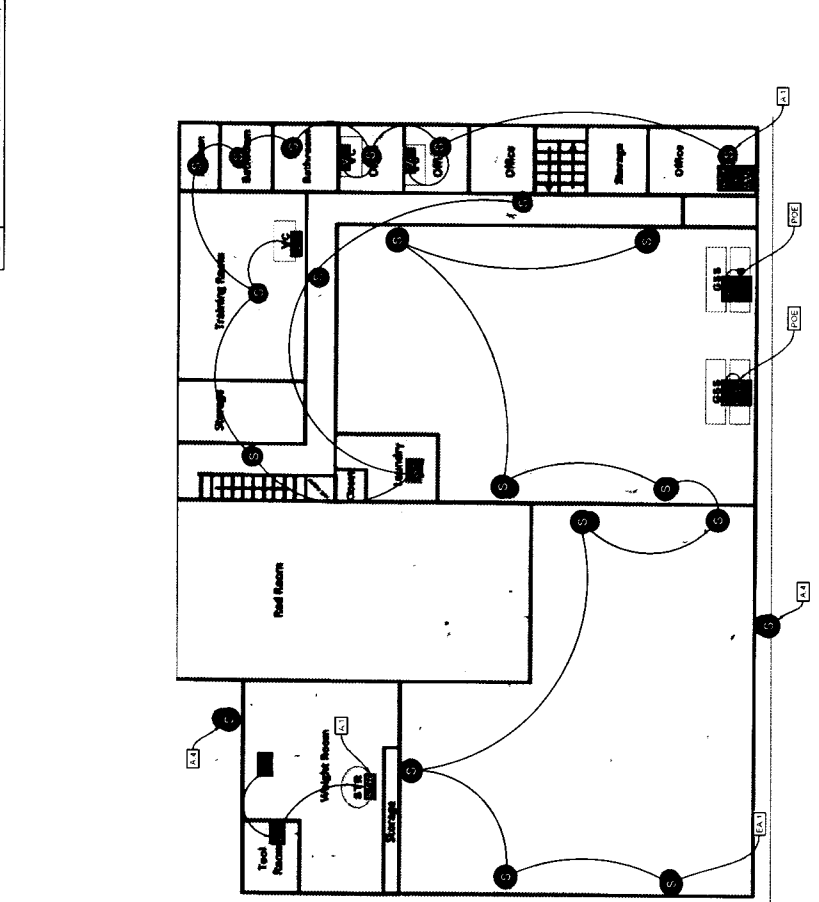
4. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT

POE = USDD device connects to G2 ATX Power-Over-Ethernet (POE) port 1 thru 8 or G2 Expansion Module(s) ports 1 thru 12  
 A.n = G2 ATX Amplifier 1...4  
 EA.n = G2 External Amplifier 1...n

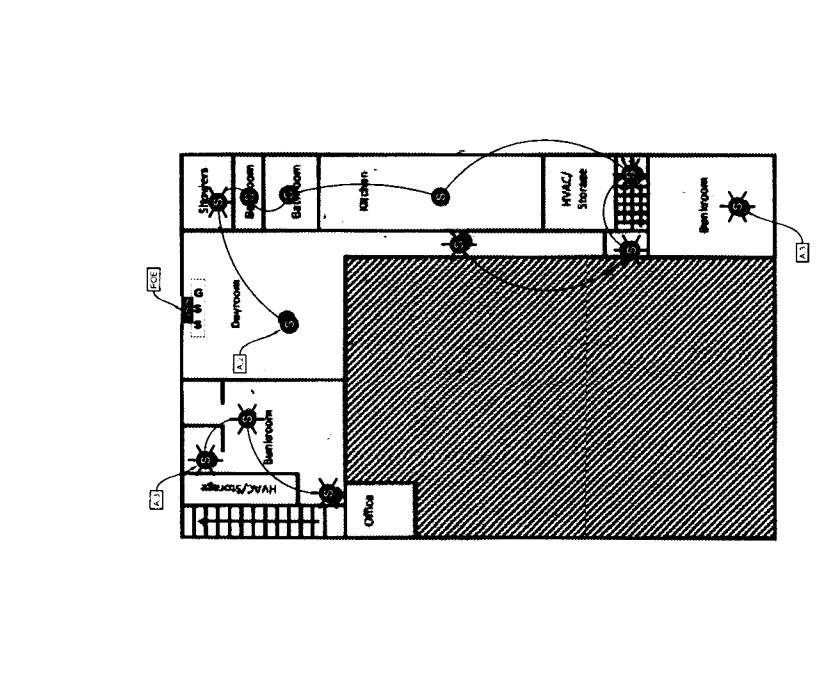
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**FIRST FLOOR**



## SECOND FLOOR

- NOTES:
1. SEE AREA
  2. US DIG
  3. US DIG
  4. PHOENIX SYSTEM
- INSTALLER
1. INSTALL
  2. INSTALL
  3. INSTALL
  4. INSTALL
  5. VOLUME

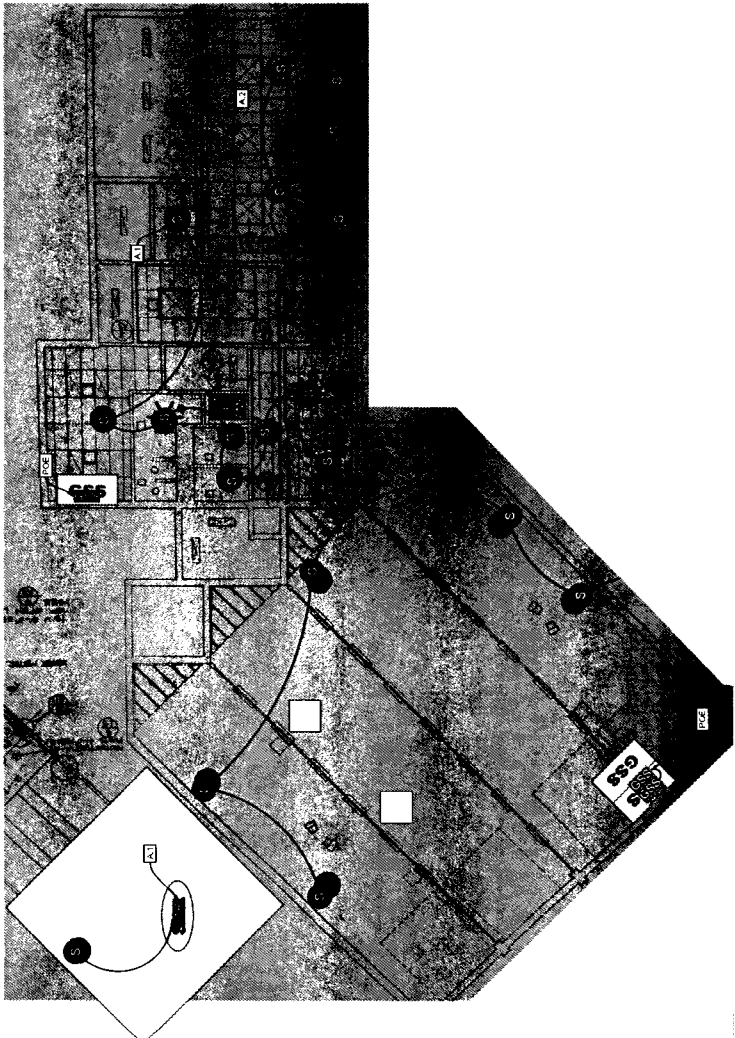
POE = USDD device connects to G2 ATX Power-Over-Ethernet (POE) port 1 thru 8 or G2 Expansion Module(s) ports 1 thru 12  
 A.n = G2 ATX Amplifier 1...4  
 EA.n = G2 External Amplifier 1...n

NOTES:

1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
3. US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
4. PHOENIX G2 SYSTEM IS ABLE TO SIGNAL OWNER-FURNISHED SYSTEMS (EXHAUST, LIGHT, GAS SHUT OFF, ETC.) BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.

INSTALLER NOTES:

1. INSTALLER TO INCLUDE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP) (IF APPLICABLE).
2. INSTALLER TO PROVIDE 1 CAT5/A CABLE FROM ATX CONTROLLER TO CUSTOMER EXISTING STATION RADIO AND NETWORK SYSTEM FOR BACKUP.
3. INSTALLER TO PROVIDE CONNECTION BETWEEN (EXISTING) OWNER-FURNISHED STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE. (IF APPLICABLE).
4. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.



US DIGITAL DESIGNS		
COUNT	NAME	DESCRIPTION
1	EXTERNAL AMPLIFIER (60-100W)	ATX
1	G2 ATX STATION CONTROLLER	ATX
8	G2 LED SPEAKER (G2-1V1-4C-70)	G2
3	G2 MESSAGE SIGN STANDARD (MS-G2-S)	EXP
1	G2 MS ADAPT FOR PLATE DOUBLE (AP-D)	EXP
1	G2 STROBE LIGHT	EXP
1	G2 UPS (G2-UPS)	EXP
1	MS-MOUNT ART-1	EXP
5	SPEAKER FLUSH MOUNT	EXP
6	SPEAKER WEATHER-PROOF	EXP



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project	PAPILLION FIRE DEPARTMENT, NE
building	FIRE STATION 4
filename	USDD_NE_PAPILLION_FSD4_FSA.DWG
date	17-Apr-2018
design by	JA

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4/17/2018 8:27:09 AM

POE = USDD device connects to G2 ATX Power-Over-Ethernet (POE) port 1 thru 8 or G2 Expansion Module(s) ports 1 thru 12  
A.n = G2 ATX Amplifier 1...n  
EA.n = G2 External Amplifier 1...n

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## INSTALLATION

The US Digital Designs Phoenix G2 Station Alerting System will be installed by RACOM's USDD certified technicians; USDD Engineering Staff; and Miller Electric. RACOM has installed several USDD systems most notably for the City of Lincoln, the City of Omaha, the City of St. Paul and Ramsey County, MN; the City of St. Cloud, MN.; and Dubuque, IA, to name a few. Our team includes a Project Manager to oversee all station installs. For this project Miller Electric will do all station wiring and speaker installations. The FSA equipment in the Douglas County Dispatch Center will be programmed and installed by USDD engineering staff. All fire station alerting equipment in the stations will be installed by RACOM.

### ***Project Management***

RACOM and USDD are committed to the highest level of support and services for the cities of Bellevue and Papillion, facilitating the adoption of new products and technologies, and ensuring a smooth migration and support during the implementation and post-implementation phases of your project.

We have within our operational structure a Project Management and Systems Integration group formed by highly qualified professionals with worldwide experience in the public safety industry, especially in implementing effective and durable solutions.

Once a contract is awarded Project Managers from both RACOM and USDD are appointed who are completely responsible for and have total authority over all aspects of the project.

Responsibilities are delegated from the Project Managers to all major areas. All workgroup leaders report to the on-site Project Manager on a regular basis, thus providing him with immediate knowledge of issues and project component progress. RACOM and USDD will each assign Project Managers to act as a liaisons in coordinating all project deliverables.

The main tasks of the Project Managers are as follows:

- Constitute the main link between USDD/RACOM and Papillion and Bellevue
- General project planning and control
- Definition of Work Breakdown Structure
- Preparation and management of project implementation scheduling
- Project budget management (contract)
- Definition of scope and scope management
- Status Reporting
- Performance of project reviews
- Executive Project Status Reporting
- Managing Project Control Processes
- Generation of project communications
- Quality assurance management
- Risk Management
- Subcontractors management
- Procurement Management
- Development of internal documentation and Master Project file.

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## ***Project Services***

The following is list of services that will be provided by RACOM, USDD and Miller Electric in connection with this Project and included in its pricing proposal.

- Programming of Communications Gateways at the Douglas County 911 Center
- Installation of radio interface and integration with the CAD system used at the Primary Dispatch Center
- Development of customized "look and feel" of delivered VoiceAlert announcements and message sign / display panel text.
- Configuration and testing of Communications Gateways.
- Integration of Communications Gateways with the data network.
- Installation of Station Controllers, Peripherals (determined upon approval of individual station designs) and associated hardware at the 8 existing stations.
- Installation of all cabling, speaker wiring, cable raceways and associated hardware.
- Configuration and testing of the Station Controllers.
- Integration of Communications Gateways and Station Controllers with the County/City's data network.
- Comprehensive system testing.
- Administrative, dispatcher and technical training.
- Problem resolution.
- Change management.
- Equipment Grounding
- Clean up and removal of all packing and installation materials and remove debris from customer locations.

## ***Project Approach***

Our customer service philosophy is to make our service match our products: reliable, effective and hard working. We are committed to assisting our customers to succeed in their use of our products. Our customer service philosophy is communicated to our employees by our actions and through discussions.

Your project will be conducted using common project management processes and tools. RACOM/USDD are very aggressive in project startup and initial implementation. We prefer to start the project and immediately get a test and configuration evaluation system installed and operating in the first week of the project.

This gives the client an operating system to test and evaluate for configuration and customization discussions and proves that the system will meet initial performance requirements. We propose conducting the project in phases to ensure that the project does not progress to the next phase without the requisite work being complete. To improve productivity and success, some project phases may overlap in time.

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Anticipated phases after notice to proceed are:

**Phase 1 – Kick-off and Detailed Design**

We will first conduct a kick-off meeting to involve all project stakeholders in the project and to familiarize all involved parties with the broad goals of the project. The kick-off meeting will also begin the project detailed design process. This process will collect the system-specific information including exact equipment quantities at each fire station, network configurations and any specific CAD configurations required. This phase will also further identify any areas of the system that will require software or hardware engineering time to complete.

During the detailed design process, we will also develop the Acceptance Test Procedures (ATP). The detailed design process will be concluded with the delivery and acceptance of the Detailed Design document and the ATP.

After the Detailed Design document is accepted, we will begin the planning process to identify the time frames for network configuration, equipment delivery and installation, system configuration, testing, training and acceptance. The planning process will be completed with the delivery and acceptance of the Implementation Schedule.

**Phase 2 - Test System Core Implementation and Integration**

This phase involves the implementation of a test system with all hardware and software configurations developed in the previous phase. Each functional feature identified during the previous phase that does not require the development of custom software or hardware. This phase may identify additional areas for custom development that will be moved into the following phase.

Progress to the next phase occurs after successful testing of the functional requirements identified in Phase 1.

**Phase 3 - Follow-on Feature Implementation and Testing**

This phase involves the development of the software and hardware that will be developed specifically for this project. This includes the development of the custom interfaces to the owner-furnished (existing) audio system if appropriate. Progress to the next phase will be measured by the successful testing of the newly developed hardware and software.

**Phase 4 - Iterative Fire Station Equipment Installation**

During this phase, the team will develop as-built documentation for each station illustrating the interconnections of all installed equipment. User training will also progress during this phase. Fire stations will not be moved to the next phase until all training has been conducted for all necessary personnel.

The measurement to progress to the next phase is the success of a pre-cut full-up system test with the installed stations to ensure all stations are ready for migration.

**Phase 5 - Migration of Fire Stations to New System**

This phase of the project involves migrating each fire station from the existing alerting system to the new system. Tasks in this phase include identifying and relocating existing systems and circuits that are to be connected to the new system; connecting existing speaker systems to the new system, and functional testing of the installed and migrated station.

Progress to the next phase is based on successful migration of all stations.

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#### **Phase 6 - System Acceptance Testing**

System acceptance testing will be completed after the migration of all stations to the new system. Progress to the burn-in period is contingent on the successful completion of the Acceptance Testing and correction of faults.

#### **Phase 7 - Burn-in Period**

The Burn-in Period phase is defined time for the system to operate without major faults for 30 days. Completion of this phase will move the project into final acceptance and closeout.

#### **Phase 8 - Final Acceptance and Closeout**

This phase includes the handover of all final system documentation, review with project team members and resolution of any remaining minor project issues. A project wrap-up meeting will review the project including any lessons learned and any items that require further follow up. At this point the system moves from the project team to the warranty and maintenance team.

#### **Monitoring and Control**

During the execution phase of the project, RACOM/US Digital Designs will monitor and control the project work for which it is responsible. If any changes need to be made to the schedule, equipment, or configurations the change order process will be used.

#### **Problem Identification and Resolution**

RACOM/US Digital Designs will use an open communications process in identifying and communicating issues and problems, and will work cooperatively with Cities and Department project staff, as well as other Project participants to identify and implement solutions to these problems. The team is also committed to implementation of a test system early in the project so that as many potential issues can be identified and corrected early in the project schedule, reducing the risk of later schedule slips. For any issues or problems that are identified that affect the project, the USDD team will own the problem until the disposition is resolved.

### ***Anticipated Project Timeline***

RACOM/USDD anticipate completing all design work at the beginning of the project, then completing individual worksite installations with per-site acceptance testing and a final system acceptance test and training at the end of the project. Please see the estimated timeline for this project below. The timeline is based upon the following estimated tasks and durations of each:

- Detailed Design – 30 days
- Communications Gateway Programming and Interface Checkout – 4 days
- CAD provider interface installation – Complete
- Communications Gateway system software customization – 10 days
- Station Controller Installation and Checkout – 7 days per station
- Station Peripheral Installation including all speakers/wiring – included in the 7 days above
- System Startup and Configuration – 10 days
- System Acceptance – 5 days

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Note that all the tasks, dates and durations are estimates based on the proposal as described in this Response and assumes resources are available at time of contract signing. Changes to the provided equipment, additional requirements or other adjustments to the deliverables may extend the schedule. USDD does not pre-commit resources to projects prior to contract execution. This schedule also assumes that the Cities have personnel available to adequately participate in worksite walkthroughs during the project kickoff, detailed design, pre-construction, acceptance, and cut-over activities in the project. A final schedule will be developed during the detailed design process and activity and progress will be tracked during project operations.

The following details the scope of work that will be performed:

Worksite walkthrough and system design review – during this activity RACOM will walk through the worksite with Department personnel and mark up the design drawings to adjust equipment counts and locations for worksite-specific issues and needs. This includes obstructions to equipment mounting and equipment quantity adjustments based on drawing vs reality of the worksite construction and design. City and Fire Department personnel must also note any electrical or other physical installation issues which are out of scope of RACOM/USDD work.

The City will note any City or private property that conflicts with equipment installation and that must be relocated or removed before installation can start. The City or Fire Department is responsible for this relocation or removal. The City and Fire Department are also responsible for coordinating any design issues with worksite personnel to resolve installation location conflicts.

Construction Drawing Production – USDD will develop design drawings for each worksite based on marked-up drawings provided for each worksite from the previous task. These will be provided back to the installation crews to follow for installation.

Installation, Configuration and Testing – RACOM will install all hardware, cabling and equipment for the system; will configure the equipment for proper operation with the System and will conduct a functional test of all equipment. Any deficiencies will be corrected at this time.

Worksite Installation Acceptance – RACOM will conduct an installation acceptance visit with the Department representative responsible for accepting each worksite. Any deficiencies will be noted and routed to the work crews for resolution and reevaluation.

Worksite Cut-over – RACOM/USDD and City and Department Communications personnel will work to cut-over each worksite by connecting the station to any City- provided equipment at the worksite. RACOM proposes doing this task in batches of or a certain number of stations at a time, which will be determined during the design phase. Actual time necessary for each cutover will depend on personnel availability on the parts of RACOM/USDD and the City, and the complexity of each cutover.

At the end of this task group, all worksites in the cut over batch will be working on the new system and the installation / cut-over process will repeat until all worksites are complete.

### **Customer Obligations**

For a successful installation of the System, the following tasks related to the installation and integration of the System will need to be performed by the County and/or City. The following tasks

will need to be performed prior to installation to enable RACOM and USDD to proceed without delay, and to avoid change orders or travel charges resulting from insufficient information:

## **Communications Gateway**

### **Equipment Physical Installation**

The Communications Gateway server pairs are installed in a data communications room adjacent to the primary dispatch center. The Communications Gateways were shipped pre-configured with IP addresses and a basic system configuration for Douglas County to allow system integration and testing. VPN remote access is required for final system configuration and for warranty and support after installation. Remote access is configured. The Gateways will need to be programmed to include station information for the Bellevue and Papillion stations.

1. Provide 1 15A 120VAC outlet for each GARI Radio Interface.

### **Data Network Services**

2. Provided three 100/1000baseT LAN ports for the Communications Gateways and IP KVM (1 for each Communications Gateway – 2 total, and 1 for IP KVM). These LAN ports have connectivity to the CAD system interface server for the Station Alerting interfaces, and connectivity to the fire station networks for station alerting.
3. Provided three CAT6 patch cables from LAN ports to Communications Gateway installation location.
4. Assigned four IP addresses on the network where the Gateways reside. Provided addresses, subnet mask, and default gateway address prior to the shipment of the Communications Gateways. IP addresses are for physical Communications Gateways (2), active Communications Gateway (1) and Spider IP KVM (1).  
The 3 Communications Gateway IP Addresses communicate with the Station Controller IP addresses (see below) as described in the Network Protocol Diagram provided as a separate document. The Gateways communicate with the CAD system. Details of the CAD interface and connection establishment depend on the CAD system and interface used.
5. Provide 1 IP address at each station location for the Station Controller. This IP address must be able to communicate with the Communications Gateways as described in the Network Protocol Diagram (which is provided after award of contract).
6. Provided IP address and access to internal DNS server or access to DNS outside the agency network.
7. Provided IP address for internal NTP server for Communications Gateway time synchronization or allow outbound access to time.nist.gov or pool.ntp.org on NTP (UDP 123).
8. Provide VPN access to the IP addresses assigned to the Gateways and Station Controllers (see below). Remote access is required to all equipment on TCP Ports for SSH (22), HTTP (80), and HTTPS (443).
9. OPTIONAL - Provide IP address and credentials for outbound SMTP access to send email alerts for system and station alarms.
10. OPTIONAL - If the agency anticipates using the G2 Mobile smartphone application, allow all Communications Gateway IP addresses to access the URL <https://fsa-mobile.com> (note the use of https indicating use of TLS on TCP port 443). This is used to push incident alert information to the smartphone application.

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### **CAD System Integration**

11. Provide a CAD interface to Phoenix G2 Station Alerting System on the new CAD System.
12. Provide lists of: all units with their assigned home quarters, nature codes with spoken and displayable forms, street type codes with spoken form and other dispatch operations information as needed to configure automated dispatching.
13. If customer wants to review street pronunciations, provide list of all unique street names.

### **Voice Communications System**

1. Procure and install Control Station(s) or Radio Console(s), if necessary, and
2. Integrate with existing radio system. Radio or console must have PTT input, audio input, and COR output for full system functionality. Provide any 3rd party console software licenses as necessary.
3. Provide network access from Communications Gateways to Radio Consoles if radio console control is part of the project.
4. **Provide Control Radios, Radio Consoles, or other radio system access hardware necessary to interface the Gateway Audio Interface to the Cities' voice radio system.** NOTE: The City is responsible for working with USDD on connection of the Gateway Audio Interface to the City's radio system.

## **STATION EQUIPMENT INSTALLATION**

Detailed station requirements will be determined during detailed design review.  
Minimum customer requirements at each station for ATX Station Controller installation are:

### **Equipment Physical Installation**

1. Provide mounting location for ATX Station Controller.
2. Provide one 15A 120 VAC outlet within 4' of the ATX Station Controller location preferably on a Generator circuit.
3. Provide installation location for ATX Station Controller UPS, if necessary.

### **Data Network Services**

4. Provide one 10/100BASE-T LAN connection within 6' of the Station Controller from station LAN with 2-way TCP/IP and UDP/IP connectivity to Communications Gateway network (dispatch center or computer equipment location).
5. Provide one IP address, subnet mask, and default gateway for each station location.
6. Provide external VPN access to the IP addresses assigned to the Station Controllers.  
Access will be required for SSH (22) and HTTPS (443).

### **Voice Communications System**

7. Provide connection to existing 70 volt speaker system if existing amplifier and/or speaker system is to be used.
8. Provide dispatch radio for audio source for dispatch alerting, if necessary. Provide documentation on the Make and Model of radio to be used, as well as any connector pinouts if USDD is responsible for connections per the purchase contract. NOTE: The City will be responsible for connection to customer radios unless otherwise specified in the purchase contract.

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9. Provide connections from telephone intercom, secondary dispatch radio, or other existing audio sources to the ATX Station Controller, if necessary. Provide technical documentation on any interfaces that USDD is responsible for per the purchase contract. NOTE: The City will be responsible for connection to customer equipment unless otherwise specified in the purchase contract.
  10. Provide technical documentation on all existing equipment to which the Station Controller or Peripherals are to be interfaced. NOTE: The City will be responsible for connection to customer equipment unless otherwise specified in purchase contract.

	<b>Sarpy CO Fire Alerting Project</b>	<b>RACOM</b>	<b>11/1/18</b>	<b>3/6/19</b>	<b>90</b>		
1	Detailed Design	USDD/RACOM	11/1/18	12/12/18	30		
2	Gateway Programming and Interface Check	USDD	12/13/18	12/18/18	4		
3	CAD Provider Interface Modification	MOTOROLA	11/27/18	1/7/19	30		
4	Communications Gateway SW Customization	USDD	12/8/18	12/21/18	10		
5	Install Papillion 1	RACOM	12/10/18	12/14/18	5		
6	Install Papillion 2	RACOM	12/17/18	12/21/18	5		
7	Install Papillion 3	RACOM	12/27/18	1/2/19	5		
8	Install Papillion 4	RACOM	1/3/19	1/9/19	5		
9	Install Bellevue 1	RACOM	1/10/19	1/16/19	5		
10	Install Bellevue 2	RACOM	1/17/19	1/23/19	5		
11	Install Bellevue 3	RACOM	1/24/19	1/30/19	5		
12	Install Bellevue 4	RACOM	1/31/19	2/6/19	5		
13	System Start up and Station Config.	USDD/RACOM	2/7/19	2/20/19	10		
14	System Acceptance	SARPY CO. Fire Depts	2/21/19	3/6/19	10		

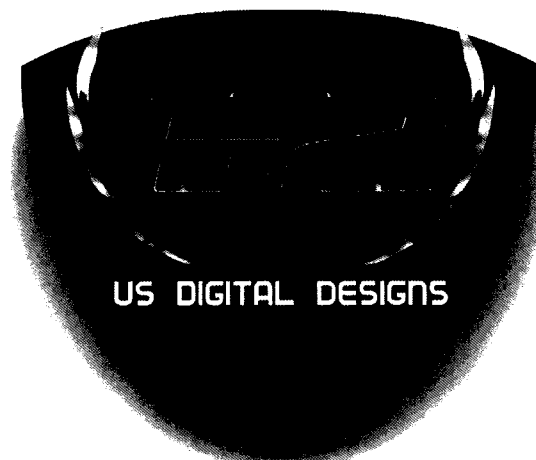
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## WARRANTY

USDD's standard warranty for a new system is 18 months from the date the purchase contract is signed. This is designed to accommodate initial shipping and the installation period and so all products can have the same warranty start & end dates. USDD anticipates that the installation of equipment will be less than 6 months, providing the City with a warranty period of more than one year.

The Warranty covers both hardware and software support: The warranty covers any hardware defects, software updates and maintenance, remote support via telephone and VPN access during normal business hours, and 24/7/365 support for the System Administrator in the event of a mission critical failure (defined as a failure causing any fire station to be incapable of receiving dispatches through all communication paths). The warranty is a comprehensive "bumper-to-bumper" warranty, covering all components of the System purchased from USDD. The only items not covered will be any components used with the System provided by the customer (i.e. customer provided laptops, tablets, tvs, etc.).

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## NEW SYSTEM WARRANTY

1. **Warranty.** Subject to the terms, conditions and limitations contained herein, US Digital Designs, Inc. ("USDD") warrants that the Products purchased under the Fire Station Alerting System Purchase Contract ("Contract") and integrated into the System shall not contain any material defects and shall function in material conformity with the descriptions and specifications set forth in the Contract for a period of 18 months from the date of the Contract ("Warranty Period"). Capitalized terms used herein and not specifically defined in this Warranty shall have the meanings set forth in the Contract.

2. **Hardware Defects.** If a Hardware defect arises and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the hardware defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the System for which warranty service is claimed. Customer shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to Customer after repair or replacement. Replacement Hardware will

be returned to Customer configured as it was when the Hardware was originally purchased, subject to applicable updates.

3. **System Maintenance and Support.** During the Warranty Period, USDD shall provide Software updates and maintenance for the System (collectively the "Support Services"). The Services shall include the following:

a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;

b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;

c. 24 hour per day telephone access for Customer's System Administrator to USDD's senior staff and engineers in the event of a "Mission Critical Failure" (as defined below); and

d. Updates for all System Software, as and when released by USDD.

4. **Claims.** Prior to making a Warranty claim or requesting Support Services, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/> <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

5. **Mission Critical Failure.** "Mission Critical Failure" means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD's direct control does not constitute a Mission Critical Failure. Customer's use of Emergency Support in the absence of a Mission Critical Failure shall constitute Additional Services under the Contract, which will be charged at USDD's then current rates.

6. **Exclusions and Limitations.** USDD's obligations under this Warranty are contingent on the Customer providing USDD with VPN access or other means for remote access to the System for remote diagnosis. USDD does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to

scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

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## MAINTENANCE | USDD Service Agreement

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Upon expiration of the warranty period, the customer has the option to enter into annual service and support of the System through a Service Agreement. The Service Agreement provides the same comprehensive bumper-to-bumper services provided during the warranty period, including repair of hardware defects, software updates and maintenance, remote support via telephone and VPN access occurring during normal business hours, and 24/7/365 support for the System Administrator in the event of a mission critical failure. The only items not covered under the Service Agreement are any components used with the System provided by the customer (i.e. customer provided laptops, tablets, tvs, etc.).

The cost for the Annual Service Agreement is based upon the total hardware and software purchased. The cost based upon this proposal is included in the Pricing Proposal of this Response.

Please see USDD's standard Service Agreement attached for more information concerning the services provided.

### ***Description of Support under Warranty and Service Agreement***

Both USDD's New System Warranty and Service Agreement provide for the following support and services:

- 24/7/365 support for the System Administrator for any mission critical failures, defined as the inability of a station (or all stations) to receive dispatches from all available communication paths.
- Telephone and remote access support Monday through Friday during normal business hours (8:00 am to 5:30 pm MST).
- Software updates as and when released.
- Repair of defective Hardware, with ground shipping for the return of such repaired Hardware.
- X24 Mobile App licenses per each ATX Station Controller purchased and used within the System

If there is a mission critical failure of a component in the System, a replacement component will be shipped within 24 hours with next day delivery if the Cities have not purchased spares. If spares have been purchased then a RACOM technician will swap out the units and ship the defective unit to USDD for repair. If there is a non-emergency failure of a component, a new component will be shipped within 2 business days if the request is made during regular business hours, or within 3 days if the request is made outside of regular business hours – again this applies if a spare has not been purchased. Alternatively, if the City decides to have spare stock on hand, the failed component can be swapped out for the component in stock, and the failed component shipped back to USDD for repair.

USDD's telephone and remote access support is provided by Software and Hardware Engineers and field support and maintenance technicians from our Tempe, Arizona headquarters. Calls for

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service are handled directly by personnel skilled with the System operation and maintenance, and are usually the personnel involved in the customer's system implementation.

Calls for service will initially be answered by a customer service representative who will collect and log the customer's information and determine the best USDD associate to handle the incident. The call will be passed on to the associate directly through a transfer or via electronic means. The responsible associate will then call back the customer to handle the incident.

Escalation procedures are in place to ensure that an incident is handled in a timely manner and the appropriate resources are assigned. USDD's goal is to respond immediately to the customer for critical system issues that impact the ability to alert one or more stations. Accordingly, critical defects get priority attention. Typical response time for system failure reports is 20 minutes, depending upon the time of day. Typical critical resolution time is much less than 2 hours when remote access is available. Software defect resolution times are typically much less than one day, depending on the need to involve other entities such as the CAD company.

USDD Software Engineers are able to access client sites using VPN remote access to assess and provide software support. Email support questions will be answered within minutes to several hours. USDD will attempt to respond to telephone support questions in a similar timeframe, but the 2-way nature of a telephone call can sometimes require dedicated support which will take longer.

Non-critical repair needs or system change requests are prioritized by severity and ordered by priority and time of call. The goal for defect reports is to handle them the same day as reported, including shipping out replacement equipment.

The standard USDD Warranty and Support Agreements do not include 'boots on the ground' type of in-person/on-site staff support for non-emergency situations. The System Administrators we have trained can usually very easily handle these tasks. Moreover, most situations requiring support can be handled remotely via the VPN access. Our customers have universally accepted this approach as a cost effective means of support. With that said, RACOM has quoted on-site support for the systems proposed in this response.

In the event a critical support issue arises that would necessitate on-site support, RACOM will have a tech on site within four hours or less.

Our support programs have been optimized to provide the best value to each agency while protecting its investment and our approach has been universally accepted as a cost effective means of support. USDD will provide on-site support if needed for mission critical failures. However, most support can be handled remotely via the VPN access. Please feel free to contact our customers regarding our service model and get their view of the cost benefit associated therewith.

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## MAINTENANCE - RACOM

RACOM has quoted on-site support for all solutions proposed. It should be noted that most problems *can be* resolved remotely via the VPN, but we appreciate the need for customers to have a technician who can respond on-site in a timely manner. For critical emergencies, a certified RACOM technician will be on-site within four hours or less. For non-critical issues a RACOM tech will be on-site within 24 hours. We encourage the Cities to purchase critical spares for trade-out to ensure all systems continue to run smoothly while a damaged component is being repaired.

RACOM's Network Control Center is staffed 24/7/365 so no call you make will go unanswered. After hours service calls will be responded to by a technician via phone within 2 hours and on-site, if necessary, within four hours. RACOM technicians will always work in concert with USDD system and software engineers to resolve problems that might arise.

The breadth and depth of our experience working with all the major system components of your solution will enable us to be a valuable member of your team. Many Public Safety Vendors simply *sell* Fire Station Alerting Systems. We have unique competencies in that we've installed and maintained several different systems and are a major partner of our manufacturer, USDD. Our perspective goes beyond just fixing equipment and includes the day to day responsibility of maintaining operations for your use. We live 24 X 7 X 365 just like you.

We have provided pricing for annual maintenance for all items proposed. Should you require service your dispatch personnel or assigned points of contact would simply call our Network Control Center at 1.800.722.6643 and the appropriate service technician would be dispatched. Network Control personnel will follow the issue through to resolution.

The extended warranty offered will include the USDD Service Agreement as well as RACOM's on-site support.

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# US Digital Designs



## SERVICE AGREEMENT

This Service Agreement ("Agreement") is made in the State of Arizona by and between US Digital Designs, Inc. ("USDD"), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281 and the following entity ("Customer"):

[customer]  
[division or department]  
[Contact person]  
[address]  
[address]  
[phone numbers]  
[email address]

1. **Recitals.** The Customer requires USDD to provide software maintenance and hardware repair services for its USDD fire station alerting system. USDD has agreed to service the Customer's System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the forgoing, and for other good and valuable consideration, the parties hereby agree to the terms set forth in this Agreement.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

- a. "Additional Services" shall have the meaning set forth in Section 7, below;

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- b. "Commencement Date" shall be \_\_\_\_\_ [For a new System, enter the date the Warranty Period ends. For an existing System, enter the date Services are to begin];
  - c. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by USDD, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;
  - d. "Emergency Support" means telephone access for Customer's "System Administrator" (as defined below) to USDD's senior staff and engineers in the event of a Mission Critical Failure.
  - e. "Mission Critical Failure" means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD's direct control does not constitute a Mission Critical Failure.
  - f. "Services" shall have the meaning set forth in Section 3, below;
  - g. "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to Customer by USDD;
  - h. "System" means all Hardware and Software purchased by Customer directly from USDD under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer's computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by USDD;
  - i. "Term" means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 9, below.

3. **Scope of Services.** During the Term of this Agreement, USDD agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Free technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;

- b. Free remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- c. Free Emergency Support, available 24 hours per day, for Customer's System Administrator in the event of a Mission Critical Failure;
- d. Free updates for all System Software, as and when released by USDD;
- e. Free repair of defective or malfunctioning Hardware (not otherwise covered under the USDD warranty applicable to the Hardware) at USDD's principal place of business; and
- f. Free ground shipping for the return of repaired Hardware.

4. **Hardware Repairs.** If a Hardware component requires repair and a valid claim is made during the Term, at its option, USDD will, at its principal place of business, either (1) repair the Hardware at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Hardware with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of the Services must be used in the System to which this Agreement applies. Customer shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to Customer after repair or replacement. Replacement Hardware will be returned to Customer configured as it was when the Hardware was originally purchased, subject to applicable updates.

5. **Claims.** Prior to requesting Services, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

6. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer's misuse or neglect of the System, damage arising from Customer's failure to follow instructions relating to the product's use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized USDD representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of USDD, use with non-USDD products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in USDD's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. USDD shall not be liable to provide Services

at any time when Customer is in breach of any obligation to USDD under this Agreement or any other contract.

7. **Additional Services.** Except for the Services, all other acts or performances requested or required of USDD by Customer ("Additional Services") will be charged at USDD's then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by USDD on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 18% per annum.

8. **Customer Facilitation of Services.** In order to facilitate USDD's delivery of the Services, Customer will appoint a person from its staff to consult with USDD and provide such information, access, description, and guidance as is necessary for USDD to perform its duties hereunder ("System Administrator"). The Customer will ensure that the System Administrator is reasonably available to USDD. USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limitation, direction to provide Additional Services. The Customer may replace the person serving as its System Administrator only upon prior written notice to USDD. Without limiting the foregoing, Customer will be responsible for the following:

- a. The provision of VPN or other means for remote access to the System for remote access support;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment;
- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
- e. The correct use of the System in accordance with USDD's operating instructions; and
- f. The security and integrity of the System.

9. **[Service Option Terms, Renewal and Termination.]** If Customer exercises its option to purchase the Services in compliance with the Fire Station Alerting System Contract entered into between the parties ("Contract"), the initial term of this Agreement shall begin on the Commencement Date and shall continue for one year ("Initial Term"). Unless previously terminated as set forth in this Section, at each anniversary of the Commencement Date, this

Agreement may be renewed for an additional year (each an "Additional Term") as set forth in the Contract. This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. USDD may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If Customer fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, USDD may terminate this Agreement immediately upon non-payment of any sum due to USDD from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to USDD shall be nonrefundable.]

or

**[Ongoing Service Term, Renewal and Termination.** The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year ("Initial Term"). Unless previously terminated as set forth in this Section, at each anniversary of the Commencement Date this Agreement shall be automatically renewed for an additional year (each an "Additional Term"). This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. USDD may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If Customer fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, USDD may terminate this Agreement immediately upon non-payment of any sum due to USDD from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to USDD shall be nonrefundable.]

10. **Annual Fees.** On or before the first day of the Initial Term and each Additional Term (each a "Due Date"), Customer shall pay USDD an annual fee in advance for the Services to be delivered hereunder ("Annual Fee"). The Annual Fee shall be the product of the total cumulative sales price of all Hardware, Software, and Services provided to Customer at any time under any circumstances ("Base Amount"), multiplied by **.XX [enter percentage rate as a decimal—i.e. .08 or .12]**. Customer acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and Services purchased in the future. USDD may calculate the Base Amount, determine the Annual Fee and invoice Customer therefore 45 days prior to the subject Due Date. Customer shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Invoices remaining unpaid shall bear interest at 18% per annum. Annual Fees are nonrefundable.

11. **Limited Warranty.** USDD warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as

determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any hardware under this warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

12. **Arbitration.** If the Parties are unable to informally resolve any dispute arising out of this Agreement either during or after its Term, including the question as to whether any particular matter is subject to arbitration, the parties agree to submit the matter to binding arbitration. In the event the parties have not agreed upon an arbitrator within 20 days after either party has demanded arbitration in writing, either party may file a demand for arbitration with the Phoenix regional office of the American Arbitration Association ("AAA") and a single arbitrator shall be appointed in accordance with the then existing Commercial Arbitration Rules of the AAA. Discovery may be conducted either upon mutual consent of the parties, or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to insure that this purpose is preserved. The dispute between the parties shall be submitted for determination within 60 days after the arbitrator has been selected. The decision of the arbitrator shall be rendered within 30 days after the conclusion of the arbitration hearing. The decision of the arbitrator shall be in writing and shall specify the factual and legal basis for the decision. Upon stipulation of the parties, or upon a showing of good cause by either party, the arbitrator may lengthen or shorten the time periods set forth herein for conducting the hearing or for rendering a decision. The decision of the arbitrator shall be final and binding upon the parties. Judgment to enforce the decision of the arbitrator, whether for legal or equitable relief, may be entered in any court having jurisdiction thereof, and the parties hereto expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. The arbitrator shall conduct all proceedings pursuant to the then existing Commercial Arbitration Rules of the AAA, to the extent such rules are not inconsistent with the provisions of this Section. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

13. **Force Majeure.** Except for Customer's duty to pay sums due hereunder, neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission or failure arises from any cause beyond its control including acts of nature,

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strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the date of this Agreement, fire communication line failures, power failures, earthquakes or other disasters. The party unable to fulfill its obligations due to Force Majeure will immediately:

- a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. Use all responsible endeavors to avoid or remove the cause and perform its obligations.

14. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

15. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

16. **Governing Law; Parties in Interest.** This Agreement will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the parties.

17. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any party executes this Agreement.

18. **Entire Agreement.** This Agreement contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the parties.

19. **Joint Effort.** This Agreement has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this Agreement or any term thereof.

20. **Savings Clause.** In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.

21. **Images and Testimonials.** During the term of this Service Agreement, Customer agrees that USDD may take, make or obtain images, pictures, photographs, commentary, and video and audio recordings of Customer's System and property and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered (collectively "Images"). In addition, USDD may request Customer to provide testimonials,

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endorsements, feedback or other written or oral comments concerning Customer's experience with the System (collectively "Testimonials"). Customer consents to USDD's use of such Images and Testimonials for verification, training, and promotional purposes in USDD's sole discretion and agrees that all such Images and Testimonials shall remain the property of USDD and may be used and exploited in any media format.

22. **Customer Representative.** The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery and performance by Customer under this Agreement will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

[Customer Name]:

US Digital Designs, Inc.:

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

By \_\_\_\_\_  
DOMINIC MAGNONI, Vice President

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

RACOM Corporation

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

Its: \_\_\_\_\_

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

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## TRAINING

USDD will provide System training to the Cities' and Fire Departments' system administrators, IT personnel and dispatchers on the use and configuration of the System. USDD uses a train-the-trainer concept to train dispatch personnel. On-site training will be provided for dispatch trainers and supervisors. Training will consist of four modules (described in more detail below), which are all completed during one business day. Written course materials will be provided for these classes, and electronic copies of the material for use by the County/Cities in customizing the training for their personnel. These will include the Operations Manual and Maintenance Manual. Additional on-site training can be optionally added to the contract if necessary for an additional cost.

USDD will conduct training on the administration of the Communications Gateway (if approved by Omaha Fire) including adding additional stations, units or groups, adding incident nature and unit type translations and other configuration tasks. Also included will be the use of the Statistics and Logs for troubleshooting tasks. Training will also be conducted on configuring and monitoring the Station Controller, including setting volume levels, adding or configuring peripheral devices, adding I/O Rules, firmware updating and use of logs for trouble shooting.

Training will be provided on the use of the VoiceEditor Application to adjust street name and other VoiceAlert pronunciations.

The following is a description of the classes, topics covered and length of the class. The Trainer prefers class sizes of no more than 30 people.

**3 hrs. : G2 Communications Gateway System Administration & Configuration**

**Target Audience: System Administrators / Dispatch Operations**

***Class Topics:***

***System Introduction***

***Communications Gateways***

***GaRi and Radio Integration***

***Communications Gateway User Interface Overview***

***Stations & Units***

***Stations***

***Units***

***Groups***

***Aliases***

***Shadows***

***Alert Settings***

***Communications Paths***

***Look and Feel***

***Stock Alerts***

***Tone Sequences***

***VoiceEditor***

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**System**

- Alerts and Notifications Cluster Status**
- Email Settings**
- Alert Log and Debug Log**
- Network Addresses**
- Statistics**
- Users**

**3 hrs : G2 Station Controller (G2 ATX) system configuration**

**Target Audience: IT / Communications Services**

**Class Topics:**

**System Overview**

- Station Controller**

**Message / Sign Remote**

- Room Remote**
- IO Remote**
- LED Speaker Lights / Strobe Light HDTV Remote**
- Color Indicator Remote**

**Station Settings**

- Network Configuration**
- Audio Interfaces / Prioritization**
- Audio Levels**
- SNMP Client**

**SIP Client**

**Units**

**DTMF and Tone Decoding**

**Peripherals and Peripheral Settings**

**Printers**

**Station Area Settings**

**IO Rules**

**Software Updates / Configuration Management**

**Log Review**

**Test Alerts**

**1hr : G2 Communications Gateway Manual Alerting Client**

**Target Audience: Dispatch Trainer / Dispatchers**

**Class Topics:**

**System Overview**

**Communications Gateway Web User Interface Overview**

**System Dashboard**

**Working with Dispatch Alerts**

**Working with Administrative Alerts**

**Working with Stock Alerts**

**Station Alarms and Monitoring**

**Station Device Control**

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**1hr : G2 Voice Editor (G2 Communication Gateway)**

**Target Audience: System Administrators / Dispatcher Operations**

**Class Topics:**

**System Overview**

**Communications Gateway Web User Interface Overview**

**How VoiceAlert Works**

**User Dictionary**

**CAD Element Tables**

**User Substitution Lists**

**VoiceEditor User Interface**

**Speech Preview**

Training will require only conventional meeting facilities including a computer projector and projection screen. For live demonstrations of the running system, a network connection to the Communications Gateway and a Station Controller will be required.

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## RACOM REFERENCES

### RACOM Reference #1

Marion Fire Department Marion, Iowa	Debra L. Krebill Fire Chief 3933 Katz Drive Marion, IA 52302
35,843 (2012)	(319) 377-8237 <a href="mailto:dkrebill@cityofmarion.org">dkrebill@cityofmarion.org</a>
74.4 sq. mi.	2
244,000	29 career and 25 paid on call
Linn-Benton Counties Alert	Shieldware
Suburban/Bedroom, Rural	<b>WENT LIVE 2013</b>

### RACOM Reference #2

St. Cloud Fire Department St. Cloud, MN	Lisa Schiffler, IT Technician 101 10 <sup>th</sup> Avenue North St. Cloud, MN 56303
66,503	(320) 345-4042 <a href="mailto:lisa.schiffler@ci.stcloud.mn.us">lisa.schiffler@ci.stcloud.mn.us</a>
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4,415	70
Stearns County Sheriff's Department	TriTech VisionAir v.3.7
ARMER 800 mhz digital trunked radio	City owned fiber optic baling; T-1 circuit
Suburban/Bedroom, Industrial	<b>WENT LIVE NOVEMBER 2014</b>

### RACOM Reference #3

Ramsey County Emergency Communications Center	Scott Williams, Director 388 13 <sup>th</sup> Street St. Paul, MN 55101
508,640	(651) 266-7711 scott.williams@co.ramsey.mn.us
170 sq. mi.	33
1,000,000	
Ramsey County Emergency Communications Center	Tri-Tech Inform CAD & Mobile
Motorola P25 Trunking and VHF Paging for suburban stations	
Suburban/Bedroom, Industrial	<b>WENT LIVE Phase 1 went live 2015</b>
<b>Central dispatch station dispatches police, fire and/or medical assistance for all cities in Ramsey County, Minnesota (St. Paul).</b>	

**Phase 1** Cost (Dispatch Center Equipment, and Core Equipment for each station)

**Phase 2** Costs (Upgraded Station Equipment Purchased by individual Agencies)

**Agencies dispatched by Ramsey County:**

### Ramsey County Agency 1

<b>Client Jurisdiction Name:</b>	<b>Contact:</b>
Falcon Heights Fire Department Falcon Heights, MN	Michael Poeschl 2077 Larpenteur Avenue West St. Paul, MN 55113
<b>Jurisdiction population:</b>	<b>Contact phone number/e-mail:</b>
7,700	651-792-7632 Michael.poeschl@falconheights.org
<b>Response Area</b>	<b># of Fire Stations in the Jurisdiction</b>
2.28 sq. mi.	1
<b>Number of Calls:</b>	<b># of Members:</b>
100 (5 year average)	20
<b>Dispatch Details:</b>	<b>CAD Details:</b>
Ramsey County Emergency Communications Center	Tri-Tech Inform CAD & Mobile
<b>Radio Details:</b>	<b>IP/Network Details:</b>
VHF Paging	
<b>Community Type</b>	<b>Dispatch and Stations</b>
Suburban/Bedroom, Rural	WENT LIVE March 2015
<b>Part of Ramsey County Emergency Communications Phase 1 and 2 installations</b>	

### Ramsey County Agency 2

<b>Client Jurisdiction Name:</b>	<b>Contact:</b>
Lake Johanna Fire Department Suburban St. Paul, MN	Ralph Adair, Deputy Chief 5545 Lexington Avenue North Shoreview, MN 55126
<b>Jurisdiction population:</b>	<b>Contact phone number/e-mail:</b>
41,000	(651) 481-7024 radair@liffd.org
<b>Response Area</b>	<b># of Fire Stations in the Jurisdiction</b>
36 sq. mi.	4
<b>Number of Calls:</b>	<b># of Members:</b>
	4 full time; 60 paid on-call
<b>Dispatch Details:</b>	<b>CAD Details:</b>
Ramsey County Emergency Communications Center	Tri-Tech Inform CAD & Mobile
<b>Radio Details:</b>	<b>IP/Network Details:</b>
VHF Paging	
<b>Community Type</b>	<b>Dispatch and Stations</b>
Suburban/Bedroom, Rural	WENT LIVE March 2015
<b>Fire Agency serving the communities of Arden Hills, North Oaks and Shoreview, Minnesota. Part of Ramsey County Emergency Communications Phase 1 and 2 installations</b>	

### Ramsey County Agency 3

<b>Client Jurisdiction Name:</b>	<b>Contact:</b>
Little Canada Fire Department Little Canada, MN	Don Smiley, Fire Chief 325 Little Canada Road East Little Canada, MN 55117
<b>Jurisdiction population:</b>	<b>Contact phone number/e-mail:</b>
10,000	(651) 766-4057 lcfchief1@comcast.net
<b>Response Area</b>	<b># of Fire Stations in the jurisdiction</b>
4.5 sq. mi.	1
<b>Number of Calls:</b>	<b># of Members:</b>
	36 volunteer
<b>Dispatch Details:</b>	<b>CAD Details:</b>
Ramsey County Emergency Communications Center	Tri-Tech Inform CAD & Mobile
<b>Radio Details:</b>	<b>IP/Network Details:</b>
VHF Paging	
<b>Community Type</b>	<b>Dispatch and Stations</b>
Suburban/Bedroom, Rural	WENT LIVE March 2015
<b>Part of Ramsey County Emergency Communications Phase 1 and 2 installations</b>	

### Ramsey County Agency 4

<b>Client Jurisdiction Name:</b>	<b>Contact:</b>
Maplewood Fire Department Maplewood, MN	1955 Clarence Street Maplewood, MN 55109
<b>Jurisdiction population:</b>	<b>Contact phone number/e-mail:</b>
29,337	(651) 249-2800
<b>Response Area</b>	<b># of Fire Stations in the jurisdiction</b>
17.99 sq. mi.	3
<b>Number of Calls:</b>	<b># of Members:</b>
4,631 (2013)	15 full time; 38 part time
<b>Dispatch Details:</b>	<b>CAD Details:</b>
Ramsey County Emergency Communications Center	Tri-Tech Inform CAD & Mobile
<b>Radio Details:</b>	<b>IP/Network Details:</b>
VHF Paging	
<b>Community Type</b>	<b>Dispatch and Stations</b>
Suburban/Bedroom, Industrial	WENT LIVE March 2015
<b>Part of Ramsey County Emergency Communications Phase 1 and 2 installations</b>	

### Ramsey County Agency 5

<b>Client Jurisdiction Name:</b>	<b>Contact:</b>
Roseville Fire Department Roseville, MN	Timothy O'Neill, Fire Chief 2701 Lexington Avenue N Roseville, MN 55113
<b>Jurisdiction population:</b>	<b>Contact phone number/e-mail:</b>
34,666	(651) 792-7305 tim.oneill@ci.roseville.mn.us
<b>Response Area</b>	<b># of Fire Stations in the Jurisdiction</b>
13.84 sq. mi.	1
<b>Number of Calls:</b>	<b># of Members:</b>
4,500	5 full time; 63 part time
<b>Dispatch Details:</b>	<b>CAD Details:</b>
Ramsey County Emergency Communications Center	Tri-Tech Inform CAD & Mobile
<b>Radio Details:</b>	<b>IP/Network Details:</b>
VHF Paging	
<b>Community Type</b>	<b>Dispatch and Stations</b>
Suburban/Bedroom, Industrial	WENT LIVE Phase 1 went live March 2015
<b>Part of Ramsey County Emergency Communications Phase 1 and 2 installations</b>	

### Ramsey County Agency 6

<b>Client Jurisdiction Name:</b>	<b>Contact:</b>
St. Paul Fire Department St. Paul, MN	Robert Prechtel, Fire Captain/Paramedic 645 Randolph Avenue St. Paul, MN 55102
<b>Jurisdiction population:</b>	<b>Contact phone number/e-mail:</b>
290,770	(651) 228-6251 robert.prechtel@ci.stpaul.mn.us
<b>Response Area</b>	<b># of Fire Stations in the Jurisdiction</b>
56.18 sq. mi.	15
<b>Number of Calls:</b>	<b># of Members:</b>
38,569	472
<b>Dispatch Details:</b>	<b>CAD Details:</b>
Ramsey County Emergency Communications Center	Tri-Tech Inform CAD & Mobile
<b>Radio Details:</b>	<b>IP/Network Details:</b>
Motorola P25 Trunking	
<b>Community Type</b>	<b>Dispatch and Stations</b>
Urban, Suburban/Bedroom, Industrial	WENT LIVE March 2015
<b>Part of Ramsey County Emergency Communications Phase 1 and 2 installations</b>	

### Ramsey County Agency 7

<b>Client Jurisdiction Name:</b>	<b>Contact:</b>
Vadnais Heights Fire Department St. Paul, MN	Edward Leier, Fire Chief Lori Peltier, Administrative Assistant Chris Hearnden, Fire Technician 3595 Arcade Street N. St. Paul, MN 55127
<b>Jurisdiction population:</b>	<b>Contact phone number/e-mail:</b>
12,764	(651) 204-6030 edward.leier@cityvadnaisheights.com lori.peltier@cityvadnaisheights.com chris.hearden@cityvadnaisheights.com
<b>Response Area</b>	<b># of Fire Stations in the Jurisdiction</b>
8.24 sq. mi.	2
<b>Number of Calls:</b>	<b># of Members:</b>
	3 full time; 40 on-call
<b>Dispatch Details:</b>	<b>CAD Details:</b>
Ramsey County Emergency Communications Center	Tri-Tech Inform CAD & Mobile
<b>Radio Details:</b>	<b>IP/Network Details:</b>
VHF Paging	
<b>Community Type</b>	<b>Dispatch and Stations</b>
Suburban/Bedroom, Industrial	WENT LIVE March 2015
<b>Part of Ramsey County Emergency Communications Phase 1 and 2 installations</b>	

### RACOM Reference #4

City of Lincoln Fire & Rescue Lincoln, NE	Battalion Chief Eric Jones 1801 Q. Street Lincoln, NE 68502
280,364	402-441-8354 ejones@lincoln.ne.gov
93.46 sq. mi.	14
Lincoln Emergency Communications Center	PSSI
Harris EDACS	City owned fiber optic baling; T-1 circuit
Suburban/Bedroom, Industrial, Rural	WENT LIVE December 2016

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### RACOM Reference #5

Dubuque Fire Department Dubuque, IA	Rick Steines, Fire Chief 11 W. 9 <sup>th</sup> Street Dubuque, IA 52001
58,531	563.589.4160
31.22 sq. mi.	6
6200	45
Dubuque County Emergency Communications Center	Sungard OSSl One Solution CAD System
Harris EDACS 800MHz trunked and VHF (backup) radio.	Communicates TCP/IP over the City of Dubuque WAN
Suburban/Bedroom, Industrial, River	<b>WENT LIVE June 2017</b>

### RACOM Reference #6

Davenport Fire Department Davenport, IA	Assistant Chief James Bickford 331 Scott Street Davenport, IA 52801
99,685 (2010 census)	Phone: (563) 326-7906
65 sq. mi.	7
19,000	139
Scott Emergency Communications Center	New World CAD
Harris EDACS 800MHz trunking radio system	SECC's WAN
Urban, Suburban/Bedroom, Rural, River	<b>Installations completed for New Central Station; Dispatch Center to be installed during P25 System upgrade beginning in fall 2017.</b>

## USDD REFERENCES

### USDD Reference #1

San Diego Fire & Rescue Department San Diego, CA	Tracy Lynn, Fire Dispatch Administrator 3750 Kearny Villa Road San Diego, CA 92123
1,337,000	(858) 573-1303 <a href="mailto:tlynn@sandiego.gov">tlynn@sandiego.gov</a>
331 sq. mi.	47
129,221	801 uniform
San Diego Fire & Rescue	TriTech Inform CAD (formerly VisiCAD)
Motorola Trunk	City Managed WAN
Urban, Industrial, Suburban/Bedroom, Rural	<b>DISPATCH AND STATIONS WENT LIVE SEPTEMBER 2014</b>

### USDD Reference #2

Salt Lake City Fire Department Salt Lake City, Utah	David Hermann, Technology Services Manager P.O. Box 145520   475 S 300 East Salt Lake City, UT 84114
200,000	(801) 799-3540 <a href="mailto:david.hermann@slcgov.com">david.hermann@slcgov.com</a>
111.1 sq. mi.	14
1,500	330 sworn members, 15 civilian
Salt Lake City Dispatch	VersaTerm
Industrial, Suburban/Bedroom, Urban, Rural	<b>WENT LIVE APRIL 2013</b>

### USDD Reference #3

Virginia Beach Fire Department	Ken Pravetz, B.C./FSAS Project Manager 21 Municipal Center Virginia Beach, VA 23456
450,000	(757) 385-8713 kpravetz@vb.gov
410 sq. mi.	19
24,129	436
Emergency Communications and Citizen Services (ECCS 911)	Tiburon; <b>transitioning to Motorola PremierOne CAD in 2016</b>
800MHz Trunking	City WAN
Metro, Suburban/Bedroom	<b>INITIAL INSTALLATIONS STARTED 2013 for new stations; FINAL INSTALLATIONS COMPLETED 2015</b>

### USDD Reference #4

Miami-Dade Fire and Rescue Miami-Dade County, FL	Greg Rubin, Communications Chief Jessica LaFarga, Dispatch Supervisor 9300 NW 91 <sup>st</sup> Street Doral, FL 33178
1,735 842	Rubin: (786) 336-6702; <a href="mailto:grubin@miamidade.gov">grubin@miamidade.gov</a> LaFarga: (786) 336-6707 <a href="mailto:jessat@miamidade.gov">jessat@miamidade.gov</a>
1,833 sq. mi.	65
233,000	1,249 full time
Miami-Dade Fire & Rescue	Motorola Premier CAD v7 (formerly PrinTrak)
Motorola MCC7500 and Harris C3 Maestro	County WAN
Industrial, Urban, Suburban/Bedroom, Rural	<b>DISPATCH AND STATIONS WENT LIVE SEPTEMBER 2014</b>

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## Minnesota Fire Departments Deploy Fire Station Alerting Technology

The fire departments in Saint Paul and Ramsey County, Minnesota, acquired new fire station alerting technology from US Digital Designs (USDD). The solution works by automatically transmitting emergency alert data from the public-safety answering point (PSAP) to multiple stations simultaneously — in less than a second. Each station receives and processes the transmitted data through an onsite station controller, which broadcasts the information within the fire station via electronic signs and loudspeakers. USDD contacted **RACOM Corporation** to submit a quote for installing the alerting system for the Saint Paul and Ramsey County fire departments — a total of 31 stations.

**RACOM** previously performed two installations of the system in Marion, Iowa, and five fire station installations in Saint Cloud, Minnesota. **RACOM** started the Saint Paul and Ramsey County installation project Nov. 3. The company expects the project to take about five months, with completion expected in late March 2015.

**RACOM** will install and provide technical assistance to the fire departments for the new equipment, which includes a G2 ATX station controller for each fire station, G2 peripheral devices and a G2 communications gateway at the local dispatch center.

The new technology should provide the Saint Paul and Ramsey County fire departments with a much-improved CAD-to-station alerting interface and significantly faster turnaround time on emergency calls.

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# Dubuque is Fourth City in Iowa to Install USDD's Alerting System

07/06/2017



US Digital Designs (USDD) and its partners at Racom Corp. have recently completed the training and installation for a new Phoenix G2 Fire Station Alerting System in Dubuque, Iowa.

This is USDD's fourth installation in Iowa, as the company also services the communities of Davenport, Urbandale, and Marion.

The six fire stations in Dubuque serve nearly 60,000 people, and the city is already seeing a decrease in response times—one of many benefits of an automated dispatch system.

As the KCRG-TV9 news reporter, Katie Wiedemann, discovered, Dubuque's emergency team is seeing a decrease in response times of 30 to 60 seconds.

### **New 'Voice' Helping Dubuque Emergency Crews**

A new "voice" in Dubuque is helping first responders get to emergencies faster. The Dubuque Emergency Communications Center is now using a recorded voice to make that initial call out to first responders.

When an emergency call comes in, Dubuque fire and rescue crews pride themselves on leaving the fire station in record speed. "The tone goes out, they have 60 seconds to be in the vehicle and out the door," said Dubuque Fire Chief Rick Steines.

But, what they say they want to improve is the time between when someone first calls 911, and when the dispatcher sounds the alarm.

Enter Samantha. She's the newest member of the Dubuque emergency communications dispatch team. Instead of placing a frantic 911 caller on hold while the dispatcher contacts the fire department, the dispatcher instead types a message while talking with the caller, hits send, and Samantha puts out the call to fire crews. "It takes all of that work off the dispatcher, sends the message actually quicker than the dispatcher can manually," said Steines.

Fire officials say Samantha streamlines the process. "It always reads the message in the exact same order, all the time. It's the exact same voice in the exact same cadence all the time," said Steines.

The basic system cost the fire department \$235,000. Steines says that's an improvement worth the investment. "Between 30 and 60 seconds shortening of the time, so that's significant," said Steines.

For more information, visit [www.stationalerting.com](http://www.stationalerting.com).

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## COST PROPOSAL

### Sealed Cost Proposal for Papillion and Bellevue Fire Departments Fire Station Alerting (FSA) Project

June 12, 2018  
*RACOM Corporation*  
201 W. State Street  
Marshalltown, IA 50158

**Brief description of vendor's proposal:**

RACOM is proposing a USDD premier IP Fire Station Alerting System which has proven to reduce response times, alleviate stress to dispatchers by providing automated dispatching, and by using heart-friendly alerting tones, it will help minimize responder health issues. The system includes installation in all Fire Stations.

Per your agreement with Omaha Fire, the Papillion and Bellevue Fire Departments will share Omaha Fire's Communications Gateway Server pair interfaced to the Premier 1 CAD system and to the MCC7500 console system. The Communication Gateway pair will be configured with Gateway Audio Radio interfaces to your existing radio system through Control Stations to be located at the Sarpy County Communications Center. All systems will be seamlessly integrated. All interaction with the System is Web-based.

Each fire station will be equipped with a Phoenix G2 Station Controller which will communicate with all station peripherals within the station to alert the appropriate personnel. New audio systems will be installed including LED speakers, outdoor speakers, standard speakers, speaker wiring, CAT 6 cabling and associated conduit. Each stations will have a variety of Peripherals including turnout timers, LED message signs and strobes to provide alert information.

The Phoenix G2 FSA Mobile Application will provide the Cities the capability to alert authorized personnel using a mobile application that interfaces with the Cities' CAD system. The App is supported by both Apple and Android devices. 192 licenses have been provided with this proposal.

We are excited to work with the Papillion and Bellevue Departments on this project and are confident you will be extremely pleased with the Fire Station Alerting solution we've proposed.

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## CONSIDERATIONS/BEST PRACTICES

1. To ensure a successful implementation, we suggest each department appoint a single point of contact to interact with USDD/RACOM during the installation and training period of this project. This individual would ensure the customer's requirements, concerns and obligations are being addressed throughout the project.
2. We recommend discussions begin with Omaha Fire to formulate an agreement regarding the shared use and support of Omaha Fire's Communication Gateway Server Pair, Motorola CAD interface and USDD CAD interface.
3. Douglas County 911 will be a party to this project and therefore, it is important to include them in your discussions along with Omaha Fire.

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**OMAHA FIRE DEPARTMENT  
USDD FIRE STATION ALERTING SYSTEM  
REVISION 1  
SEPTEMBER 26, 2017**

**FOR DELIVERY TO:**

**Bellevue Fire Dept.**  
211 W. 22nd Avenue  
Bellevue, NE 68005  
Asst. Chief Steve Betts  
[sbetts@bellevue.net](mailto:sbetts@bellevue.net)  
**402-293-3153**

**Papillion Fire Department**  
146 N. Adams Street  
Papillion, NE 68046  
Chief Bill Bowes  
[bbowes@papillion.org](mailto:bbowes@papillion.org)  
**402-339-8617**

ITEM	LOCATION	DESCRIPTION	FSA SYSTEM	EXTENDED
<b>DISPATCH LEVEL SUBTOTALS:</b>				
1	PRIMARY DISPATCH CENTER	G2 FSA System, Mobile App, Services, Yr. 1 Warranty & Support	\$ 24,226.11	\$ 24,226.11
<b>STATION</b>				
2	BELLEVUE STATION 1	System, Mobile App, Services, Yr. 1 Warranty & Support	\$ 56,083.31	\$ 56,083.31
3	BELLEVUE STATION 2	System, Mobile App, Services, Yr. 1 Warranty & Support	\$ 58,866.79	\$ 58,866.79
4	BELLEVUE STATION 3	System, Mobile App, Services, Yr. 1 Warranty & Support	\$ 59,568.63	\$ 59,568.63
6	BELLEVUE STATION 4	System, Mobile App, Services, Yr. 1 Warranty & Support	\$ 61,827.51	\$ 61,827.51
7	PAPILLION STATION 1	System, Mobile App, Services, Yr. 1 Warranty & Support	\$ 60,037.86	\$ 60,037.86
8	PAPILLION STATION 2	System, Mobile App, Services, Yr. 1 Warranty & Support	\$ 63,766.77	\$ 63,766.77
9	PAPILLION STATION 3	System, Mobile App, Services, Yr. 1 Warranty & Support	\$ 64,291.45	\$ 64,291.45
10	PAPILLION STATION 4	System, Mobile App, Services, Yr. 1 Warranty & Support	\$ 55,133.30	\$ 55,133.30
30% down with order; 30% upon shipment; 30% following install; and 10% following system acceptance				

**PAPILLION AND BELLEVUE FIRE DEPARTMENTS  
USDD FIRE STATION ALERTING SYSTEM  
JUNE 07, 2018**

**FOR DELIVERY TO:**

Sarpy County Communications Center

8335 Platteview Road

Papillion, NE 68046

[sbetts@bellevue.net](mailto:sbetts@bellevue.net)

[bbowes@papillion.org](mailto:bbowes@papillion.org)

ITEM	PART NUMBER	DESCRIPTION	QTY.	UNIT	EXTENDED
<b>DISPATCH SYSTEM COMPONENTS</b>					
1	GaRi-RM	G2 Gateway Audio Radio Interface	2	\$ 2,075.00	\$ 4,150.00
<b>DISPATCH SERVICE</b>					
2	GW-CM	Backup Gateway Configuration & Modifications	50	\$ 310.00	\$ 15,500.00
3	TRA-DIS-O	Training - System Administrator/ Dispatch Supervisor (4 Hours)	1	\$ 4,025.00	\$ 4,025.00
4	INSTALL	Gateway Audio Radio Interface Installation	2	\$ 250.00	\$ 500.00
5	SHIPPING	Shipping	1	\$ 51.11	\$ 51.11

\*Warranty includes telephone remote access support (8:00 AM - 5:00 PM MST). See

TAB 3 - **Warranty** for complete details.

**BELLEVUE FIRE DEPARTMENT  
USDD FIRE STATION ALERTING SYSTEM  
JUNE 07, 2018**

**FOR DELIVERY TO:**  
Bellevue Fire Department  
211 W. 22nd Ave.  
Bellevue, NE 68005  
Asst Chief Steve Betts  
[sbetts@bellevue.net](mailto:sbetts@bellevue.net)  
**402-293-3153**

ITEM	PART NUMBER	DESCRIPTION	QTY.	UNIT	EXTENDED
<b>STATION SYSTEM LICENSES</b>					
1	VA	G2 VOICEALERT - Single Station License	1	\$ 1,030.00	\$ 1,030.00
2	G2-APP-DLI	G2 Mobile FSAS App - up to 24 licenses per ATX	24	INCLUDED	INCLUDED
<b>PHOENIX G2 STATION CONTROLLER</b>					
3	ATX	G2 ATX Station Controller up to 8 peripheral remote options	1	\$ 21,750.00	\$ 21,750.00
4	UPS-STD	ATX UPS, Standard	1	\$ 923.00	\$ 923.00
5	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	1	\$ 57.00	\$ 57.00
<b>STATION SYSTEM PERIPHERALS</b>					
6	AMP	Audio Amplifier, External, Standard	1	\$ 987.00	\$ 987.00
7	AMP-S	Shelf, Under table or Wall Mount, for 1U 1/2 Rack	1	\$ 66.00	\$ 66.00
8	MS-G-S	G2 Message Sign, Digital LED - 24" Active Screen Width	2	\$ 1,050.00	\$ 2,100.00
9	MS-AP-D	MS-G Adapter Plate, Double, VESA	1	\$ 49.00	\$ 49.00
10	MS-MNT-ART-L	MS Mount - Articulating, Long Reach	1	\$ 287.00	\$ 287.00
11	SPK-LED-FM	G2 LED Illuminated Speaker - Flush Mount, 70v	11	\$ 325.00	\$ 3,575.00
12	SPK-STD-FM	Speaker - Standard, Flush Mount (Metal Box)	2	\$ 85.00	\$ 170.00
13	SPK-STD-SM	Speaker - Standard, Surface Mount (Metal Box), 70v	4	\$ 85.00	\$ 340.00
14	SPK-W-SM	SPEAKER - App Bay/Outdoor - Weatherized Surface Mount, 70v	8	\$ 310.00	\$ 2,480.00
15	STR	G2 Strobe Light/ Red LED	1	\$ 550.00	\$ 550.00
<b>STATION SYSTEM WARRANTY</b>					
16	RS-1YR-STD	1st year std warranty & support + 6 months = 18 months*		Included	Included
<b>STATION LEVEL SERVICES</b>					
17	ST-INST	Station Installation	1	\$ 14,818.90	\$ 14,818.90
18	ST-SU	Station Configuration and Start-Up	1	\$ 2,405.48	\$ 2,405.48
19	ST-PM	Station Project Management	1	\$ 2,905.92	\$ 2,905.92
20	ST-ES	Station Engineering/Design Services	1	\$ 515.46	\$ 515.46
21	ST-DM	Station Documentation	1	\$ 51.55	\$ 51.55
22	SHIPPING	Shipping	1	\$ 1,022.00	\$ 1,022.00

\*Warranty includes telephone remote access support (8:00 AM - 5:00 PM MST). See  
See **Warranty** Section for complete details.

**BELLEVUE FIRE DEPARTMENT  
USDD FIRE STATION ALERTING SYSTEM  
JUNE 07, 2018**

**FOR DELIVERY TO:**  
Bellevue Fire Department  
211 W. 22nd Ave.  
Bellevue, NE 68005  
Asst Chief Steve Betts  
[sbetts@bellevue.net](mailto:sbetts@bellevue.net)  
**402-293-3153**

ITEM	PART NUMBER	DESCRIPTION	QTY.	UNIT	EXTENDED
<b>STATION SYSTEM LICENSES</b>					
1	VA	G2 VOICEALERT - Single Station License	1	\$ 1,030.00	\$ 1,030.00
2	G2-APP-DLI	G2 Mobile FSAS App - up to 24 licenses per ATX	24	INCLUDED	INCLUDED
<b>PHOENIX G2 STATION CONTROLLER</b>					
3	ATX	G2 ATX Station Controller up to 8 peripheral remote options	1	\$ 21,750.00	\$ 21,750.00
4	UPS-STD	ATX UPS, Standard	1	\$ 923.00	\$ 923.00
5	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	1	\$ 57.00	\$ 57.00
<b>STATION SYSTEM PERIPHERAL OPTIONS</b>					
6	AMP	Audio Amplifier, External, Standard	1	\$ 987.00	\$ 987.00
7	AMP-S	Shelf, Under table or Wall Mount, for 1U 1/2 Rack	1	\$ 66.00	\$ 66.00
8	MS-G-S	G2 Message Sign, Digital LED - 24" Active Screen Width	4	\$ 1,050.00	\$ 4,200.00
9	MS-AP-D	MS-G Adapter Plate, Double, VESA	2	\$ 49.00	\$ 98.00
10	MS-MNT-ART-L	MS Mount - Articulating, Long Reach	2	\$ 287.00	\$ 574.00
11	SPK-LED-FM	G2 LED Illuminated Speaker - Flush Mount, 70v	9	\$ 325.00	\$ 2,925.00
12	SPK-STD-FM	Speaker - Standard, Flush Mount	1	\$ 85.00	\$ 85.00
13	SPK-STD-SM	Speaker - Standard, Surface Mount (Metal Box), 70v	6	\$ 85.00	\$ 510.00
14	SPK-W-SM	SPEAKER - App Bay/Outdoor - Weatherized Surface Mount, 70v	10	\$ 310.00	\$ 3,100.00
15	STR	G2 Strobe Light/ Red LED	1	\$ 550.00	\$ 550.00
<b>STATION SYSTEM WARRANTY</b>					
16	RS-1YR-STD	1st year std warranty & support + 6 months = 18 months*		Included	Included
<b>STATION LEVEL SERVICES</b>					
17	ST-INST	Station Installation	1	\$ 14,700.96	\$ 14,700.96
18	ST-SU	Station Configuration and Start-Up	1	\$ 2,579.85	\$ 2,579.85
19	ST-PM	Station Project Management	1	\$ 2,980.65	\$ 2,980.65
20	ST-ES	Station Engineering/Design Services	1	\$ 552.83	\$ 552.83
21	ST-DM	Station Documentation	1	\$ 55.28	\$ 55.28
22	SHIPPING	Shipping	1	\$ 1,142.22	\$ 1,142.22

\*Warranty includes telephone remote access support (8:00 AM - 5:00 PM MST). See  
See Warranty Section for complete details.

**BELLEVUE FIRE DEPARTMENT  
USDD FIRE STATION ALERTING SYSTEM  
JUNE 07, 2018**

**FOR DELIVERY TO:**  
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211 W. 22nd Ave.  
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[sbetts@bellevue.net](mailto:sbetts@bellevue.net)  
**402-293-3153**

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<b>STATION SYSTEM LICENSES</b>					
1	VA	G2 VOICEALERT - Single Station License	1	\$ 1,030.00	\$ 1,030.00
2	G2-APP-DLI	G2 Mobile FSAS App - up to 24 licenses per ATX	24	INCLUDED	INCLUDED
<b>PHOENIX G2 STATION CONTROLLER</b>					
3	ATX	G2 ATX Station Controller up to 8 peripheral remote options	1	\$ 21,750.00	\$ 21,750.00
4	UPS-STD	ATX UPS, Standard	1	\$ 923.00	\$ 923.00
5	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	1	\$ 57.00	\$ 57.00
<b>STATION SYSTEM PERIPHERALS</b>					
6	AMP	Audio Amplifier, External, Standard	1	\$ 987.00	\$ 987.00
7	AMP-S	Shelf, Under table or Wall Mount, for 1U 1/2 Rack	1	\$ 66.00	\$ 66.00
8	MS-G-S	G2 Message Sign, Digital LED - 24" Active Screen Width	4	\$ 1,050.00	\$ 4,200.00
9	MS-AP-D	MS-G Adapter Plate, Double, VESA	2	\$ 49.00	\$ 98.00
10	MS-MNT-ART-L	MS Mount - Articulating, Long Reach	2	\$ 287.00	\$ 574.00
11	SPK-LED-FM	G2 LED Illuminated Speaker - Flush Mount, 70v	10	\$ 325.00	\$ 3,250.00
12	SPK-STD-FM	Speaker - Standard, Flush Mount	10	\$ 85.00	\$ 850.00
13	SPK-W-SM	SPEAKER - App Bay/Outdoor - Weatherized Surface Mount, 70v	10	\$ 310.00	\$ 3,100.00
14	STR	G2 Strobe Light/ Red LED	1	\$ 550.00	\$ 550.00
<b>STATION SYSTEM WARRANTY</b>					
15	RS-1YR-STD	1st year std warranty & support + 6 months = 18 months*		Included	Included
<b>STATION LEVEL SERVICES</b>					
16	ST-INST	Station Installation	1	\$ 14,693.01	\$ 14,693.01
17	ST-SU	Station Configuration and Start-Up	1	\$ 2,620.45	\$ 2,620.45
18	ST-PM	Station Project Management	1	\$ 2,998.05	\$ 2,998.05
19	ST-ES	Station Engineering/Design Services	1	\$ 561.53	\$ 561.53
20	ST-DM	Station Documentation	1	\$ 56.15	\$ 56.15
21	SHIPPING	Shipping	1	\$ 1,204.44	\$ 1,204.44

\*Warranty includes telephone remote access support (8:00 AM - 5:00 PM MST). See  
See warranty section for complete details.

**BELLEVUE FIRE DEPARTMENT  
USDD FIRE STATION ALERTING SYSTEM  
JUNE 07, 2018**

**FOR DELIVERY TO:**

Bellevue Fire Department  
211 W. 22nd Ave.  
Bellevue, NE 68005  
Asst Chief Steve Betts  
[sbetts@bellevue.net](mailto:sbetts@bellevue.net)  
**402-293-3153**

ITEM	PART NUMBER	DESCRIPTION	QTY.	UNIT	EXTENDED
<b>STATION SYSTEM LICENSES</b>					
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2	G2-APP-DLI	G2 Mobile FSAS App - up to 24 licenses per ATX	24	INCLUDED	INCLUDED
<b>PHOENIX STATION CONTROLLER</b>					
3	ATX	G2 ATX Station Controller up to 8 peripheral remote options	1	\$ 21,750.00	\$ 21,750.00
4	UPS-STD	ATX UPS, Standard	1	\$ 923.00	\$ 923.00
5	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	1	\$ 57.00	\$ 57.00
<b>STATION SYSTEM PERIPHERAL OPTIONS</b>					
6	AMP	Audio Amplifier, External, Standard	1	\$ 987.00	\$ 987.00
7	AMP-S	Shelf, Under table or Wall Mount, for 1U 1/2 Rack	1	\$ 66.00	\$ 66.00
8	MS-G-S	G2 Message Sign, Digital LED - 24" Active Screen Width	4	\$ 1,050.00	\$ 4,200.00
9	MS-AP-D	MS-G Adapter Plate, Double, VESA	2	\$ 49.00	\$ 98.00
10	MS-MNT-ART-L	MS Mount - Articulating, Long Reach	2	\$ 287.00	\$ 574.00
11	SPK-LED-FM	G2 LED Illuminated Speaker - Flush Mount, 70v	10	\$ 325.00	\$ 3,250.00
12	SPK-STD-FM	Speaker - Standard, Flush Mount	19	\$ 85.00	\$ 1,615.00
13	SPK-STD-SM	Speaker - Standard, Surface Mount (Metal Box), 70v	1	\$ 85.00	\$ 85.00
14	SPK-W-SM	SPEAKER - App Bay/Outdoor - Weatherized Surface Mount, 70v	6	\$ 310.00	\$ 1,860.00
15	STR	G2 Strobe Light/ Red LED	1	\$ 550.00	\$ 550.00
<b>STATION SYSTEM WARRANTY</b>					
16	RS-1YR-STD	1st year std warranty & support + 6 months = 18 months*		Included	Included
<b>STATION LEVEL SERVICES</b>					
17	ST-INST	Station Installation	1	\$ 17,280.75	\$ 17,280.75
18	ST-SU	Station Configuration and Start-Up	1	\$ 2,593.15	\$ 2,593.15
19	ST-PM	Station Project Management	1	\$ 2,986.25	\$ 2,986.25
20	ST-ES	Station Engineering/Design Services	1	\$ 555.68	\$ 555.68
21	ST-DM	Station Documentation	1	\$ 55.57	\$ 55.57
22	SHIPPING	Shipping	1	\$ 1,311.11	\$ 1,311.11

\*Warranty includes telephone remote access support (8:00 AM - 5:00 PM MST). See  
See Warranty for complete details.

**PAPILLION FIRE DEPARTMENT  
USDD FIRE STATION ALERTING SYSTEM  
JUNE 07, 2018**

**FOR DELIVERY TO:**

Papillion Fire Department  
146 N. Adams Street  
Papillion, NE 68046  
Chief Bill Bowes  
[bbowes@papillion.org](mailto:bbowes@papillion.org)  
**402-339-8617**

ITEM	PART NUMBER	DESCRIPTION	QTY.	UNIT	EXTENDED
<b>STATION SYSTEM LICENSES</b>					
1	VA	G2 VOICEALERT - Single Station License	1	\$ 1,030.00	\$ 1,030.00
2	G2-APP-DLI	G2 Mobile FSAS App - up to 24 licenses per ATX	24	INCLUDED	INCLUDED
<b>PHOENIX G2 STATION CONTROLLER</b>					
3	ATX	G2 ATX Station Controller up to 8 peripheral remote options	1	\$ 21,750.00	\$ 21,750.00
4	UPS-STD	ATX UPS, Standard	1	\$ 923.00	\$ 923.00
5	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	1	\$ 57.00	\$ 57.00
<b>STATION SYSTEM PERIPHERAL OPTIONS</b>					
6	AMP	Audio Amplifier, External, Standard	1	\$ 987.00	\$ 987.00
7	AMP-S	Shelf, Under table or Wall Mount, for 1U 1/2 Rack	1	\$ 66.00	\$ 66.00
8	MS-G-S	G2 Message Sign, Digital LED - 24" Active Screen Width	2	\$ 1,050.00	\$ 2,100.00
9	MS-AP-D	MS-G Adapter Plate, Double, VESA	1	\$ 49.00	\$ 49.00
10	MS-MNT-ART-L	MS Mount - Articulating, Long Reach	1	\$ 287.00	\$ 287.00
11	SPK-LED-FM	G2 LED Illuminated Speaker - Flush Mount, 70v	7	\$ 325.00	\$ 2,275.00
12	SPK-LED-SM	G2 LED Illuminated Speaker - Surface Mount, 70v	1	\$ 325.00	\$ 325.00
13	SPK-STD- FM	Speaker - Standard, Flush Mount	11	\$ 85.00	\$ 935.00
14	SPK-STD-SM	Speaker - Standard, Surface Mount (Metal Box), 70v	4	\$ 85.00	\$ 340.00
15	SPK-W-SM	SPEAKER - App Bay/Outdoor - Weatherized Surface Mount, 70v	8	\$ 310.00	\$ 2,480.00
16	AT10-PA	70V 10W Volume Control with Priority Paging	5	\$ 38.65	\$ 193.25
17	STR	G2 Strobe Light/ Red LED	1	\$ 550.00	\$ 550.00
<b>STATION SYSTEM WARRANTY</b>					
18	RS-1YR-STD	1st year std warranty & support + 6 months = 18 months*		Included	Included
<b>STATION-LEVEL SERVICES</b>					
19	ST-INST	Station Installation	1	\$ 18,698.90	\$ 18,698.90
20	ST-SU	Station Configuration and Start-Up	1	\$ 2,390.78	\$ 2,390.78
21	ST-PM	Station Project Management	1	\$ 2,899.62	\$ 2,899.62
22	ST-ES	Station Engineering/Design Services	1	\$ 512.31	\$ 512.31
23	ST-DM	Station Documentation	1	\$ 51.23	\$ 51.23
24	SHIPPING	Shipping	1	\$ 1,137.77	\$ 1,137.77

\*Warranty includes telephone remote access support (8:00 AM - 5:00 PM MST). See See Warranty for complete details.

**PAPILLION FIRE DEPARTMENT  
USDD FIRE STATION ALERTING SYSTEM  
JUNE 07, 2018**

**FOR DELIVERY TO:**

Papillion Fire Department  
146 N. Adams Street  
Papillion, NE 68046  
Chief Bill Bowes  
[bbowes@papillion.org](mailto:bbowes@papillion.org)  
[402-339-8617](tel:402-339-8617)

ITEM	PART NUMBER	DESCRIPTION	QTY.	UNIT	EXTENDED
<b>STATION SYSTEM LICENSES</b>					
1	VA	G2 VOICEALERT - Single Station License	1	\$ 1,030.00	\$ 1,030.00
2	G2-APP-DLI	G2 Mobile FSAS App - up to 24 licenses per ATX	24	INCLUDED	INCLUDED
<b>PHOENIX STATION CONTROLLER</b>					
3	ATX	G2 ATX Station Controller up to 8 peripheral remote options	1	\$ 21,750.00	\$ 21,750.00
4	UPS-STD	ATX UPS, Standard	1	\$ 923.00	\$ 923.00
5	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	1	\$ 57.00	\$ 57.00
<b>STATION SYSTEM PERIPHERALS</b>					
6	AMP	Audio Amplifier, External, Standard	1	\$ 987.00	\$ 987.00
7	AMP-S	Shelf, Under table or Wall Mount, for 1U 1/2 Rack	1	\$ 66.00	\$ 66.00
8	MS-G-S	G2 Message Sign, Digital LED - 24" Active Screen Width	3	\$ 1,050.00	\$ 3,150.00
9	MS-AP-D	MS-G Adapter Plate, Double, VESA	1	\$ 49.00	\$ 49.00
10	MS-MNT-ART-L	MS Mount - Articulating, Long Reach	1	\$ 287.00	\$ 287.00
11	SPK-LED-FM	G2 LED Illuminated Speaker - Flush Mount, 70v	19	\$ 325.00	\$ 6,175.00
13	SPK-STD-FM	Speaker - Standard, Flush Mount	4	\$ 85.00	\$ 340.00
14	SPK-STD-SM	Speaker - Standard, Surface Mount (Metal Box), 70v	2	\$ 85.00	\$ 170.00
15	SPK-W-SM	SPEAKER - App Bay/Outdoor - Weatherized Surface Mount, 70v	6	\$ 310.00	\$ 1,860.00
16	AT10-PA	70V 10W Volume Control with Priority Paging	1	\$ 38.65	\$ 38.65
17	STR	G2 Strobe Light/ Red LED	1	\$ 550.00	\$ 550.00
<b>STATION SYSTEM WARRANTY</b>					
18	RS-1YR-STD	1st year std warranty & support + 6 months = 18 months*		Included	Included
<b>STATION LEVEL SERVICES</b>					
19	ST-INST	Station Installation	1	\$ 18,952.72	\$ 18,952.72
20	ST-SU	Station Configuration and Start-Up	1	\$ 2,617.58	\$ 2,617.58
21	ST-PM	Station Project Management	1	\$ 2,996.82	\$ 2,996.82
22	ST-ES	Station Engineering/Design Services	1	\$ 560.91	\$ 560.91
23	ST-DM	Station Documentation	1	\$ 56.09	\$ 56.09
24	SHIPPING	Shipping	1	\$ 1,150.00	\$ 1,150.00

\*Warranty includes telephone remote access support (8:00 AM - 5:00 PM MST). See  
See Warranty for complete details.

**PAPILLION FIRE DEPARTMENT  
USDD FIRE STATION ALERTING SYSTEM  
JUNE 07, 2018**

**FOR DELIVERY TO:**  
Papillion Fire Department  
146 N. Adams Street  
Papillion, NE 68046  
Chief Bill Bowes  
[bbowes@papillion.org](mailto:bbowes@papillion.org)  
**402-339-8617**

ITEM	PART NUMBER	DESCRIPTION	QTY.	UNIT	EXTENDED
<b>STATION SYSTEM LICENSES</b>					
1	VA	G2 VOICEALERT - Single Station License	1	\$ 1,030.00	\$ 1,030.00
2	G2-APP-DLI	G2 Mobile FSAS App - up to 24 licenses per ATX	24	INCLUDED	INCLUDED
<b>PHOENIX 2 STATION CONTROLLER</b>					
3	ATX	G2 ATX Station Controller up to 8 peripheral remote options	1	\$ 21,750.00	\$ 21,750.00
4	UPS-STD	ATX UPS, Standard	1	\$ 923.00	\$ 923.00
5	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	1	\$ 57.00	\$ 57.00
<b>STATION SYSTEM PERIPHERALS</b>					
6	AMP	Audio Amplifier, External, Standard	1	\$ 987.00	\$ 987.00
7	AMP-S	Shelf, Under table or Wall Mount, for 1U 1/2 Rack	1	\$ 66.00	\$ 66.00
8	MS-G-S	G2 Message Sign, Digital LED - 24" Active Screen Width	5	\$ 1,050.00	\$ 5,250.00
9	MS-AP-D	MS-G Adapter Plate, Double, VESA	2	\$ 49.00	\$ 98.00
10	MS-MNT-ART-L	MS Mount - Articulating, Long Reach	1	\$ 287.00	\$ 287.00
11	SPK-LED-FM	G2 LED Illuminated Speaker - Flush Mount, 70v	8	\$ 325.00	\$ 2,600.00
13	SPK-STD- FM	Speaker - Standard, Flush Mount	14	\$ 85.00	\$ 1,190.00
14	SPK-STD-SM	Speaker - Standard, Surface Mount (Metal Box), 70v	3	\$ 85.00	\$ 255.00
15	SPK-W-SM	SPEAKER - App Bay/Outdoor - Weatherized Surface Mount, 70v	11	\$ 310.00	\$ 3,410.00
16	AT10-PA	70V 10W Volume Control with Priority Paging	3	\$ 38.65	\$ 115.95
17	STR	G2 Strobe Light/ Red LED	1	\$ 550.00	\$ 550.00
<b>STATION SYSTEM WARRANTY</b>					
18	RS-1YR-STD	1st year std warranty & support + 6 months = 18 months*		Included	Included
<b>STATION LEVEL SERVICES</b>					
19	ST-INST	Station Installation	1	\$ 18,047.72	\$ 18,047.72
20	ST-SU	Station Configuration and Start-Up	1	\$ 2,691.71	\$ 2,691.71
21	ST-PM	Station Project Management	1	\$ 3,028.59	\$ 3,028.59
22	ST-ES	Station Engineering/Design Services	1	\$ 576.80	\$ 576.80
23	ST-DM	Station Documentation	1	\$ 57.68	\$ 57.68
24	SHIPPING	Shipping	1	\$ 1,320.00	\$ 1,320.00

\*Warranty includes telephone remote access support (8:00 AM - 5:00 PM MST). See See Warranty for complete details.

**PAPILLION FIRE DEPARTMENT  
USDD FIRE STATION ALERTING SYSTEM  
JUNE 07, 2018**

**FOR DELIVERY TO:**

**Papillion Fire Department  
146 N. Adams Street  
Papillion, NE 68046  
Chief Bill Bowes  
[bbowes@papillion.org](mailto:bbowes@papillion.org)  
[402-339-8617](tel:402-339-8617)**

ITEM	PART NUMBER	DESCRIPTION	QTY.	UNIT	EXTENDED
<b>STATION SYSTEM LICENSES</b>					
1	VA	G2 VOICEALERT - Single Station License	1	\$ 1,030.00	\$ 1,030.00
2	G2-APP-DLI	G2 Mobile FSAS App - up to 24 licenses per ATX	24	INCLUDED	INCLUDED
<b>PHOENIX G2 STATION CONTROLLER</b>					
3	ATX	G2 ATX Station Controller up to 8 peripheral remote options	1	\$ 21,750.00	\$ 21,750.00
4	UPS-STD	ATX UPS, Standard	1	\$ 923.00	\$ 923.00
5	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	1	\$ 57.00	\$ 57.00
<b>STATION SYSTEM PERIPHERAL OPTIONS</b>					
6	AMP	Audio Amplifier, External, Standard	1	\$ 987.00	\$ 987.00
7	AMP-S	Shelf, Under table or Wall Mount, for 1U 1/2 Rack	1	\$ 66.00	\$ 66.00
8	MS-G-S	G2 Message Sign, Digital LED - 24" Active Screen Width	3	\$ 1,050.00	\$ 3,150.00
9	MS-AP-D	MS-G Adapter Plate, Double, VESA	1	\$ 49.00	\$ 49.00
10	MS-MNT-ART-L	MS Mount - Articulating, Long Reach	1	\$ 287.00	\$ 287.00
11	SPK-LED-FM	G2 LED Illuminated Speaker - Flush Mount, 70v	8	\$ 325.00	\$ 2,600.00
12	SPK-STD-FM	Speaker - Standard, Flush Mount	5	\$ 85.00	\$ 425.00
13	SPK-W-SM	SPEAKER - App Bay/Outdoor - Weatherized Surface Mount, 70v	6	\$ 310.00	\$ 1,860.00
14	STR	G2 Strobe Light/ Red LED	1	\$ 550.00	\$ 550.00
<b>STATION SYSTEM WARRANTY</b>					
15	RS-1YR-STD	1st year std warranty & support + 6 months = 18 months*		Included	Included
<b>STATION LEVEL SERVICES</b>					
16	ST-INST	Station Installation	1	\$ 14,675.40	\$ 14,675.40
17	ST-SU	Station Configuration and Start-Up	1	\$ 2,361.38	\$ 2,361.38
18	ST-PM	Station Project Management	1	\$ 2,887.02	\$ 2,887.02
19	ST-ES	Station Engineering/Design Services	1	\$ 506.01	\$ 506.01
20	ST-DM	Station Documentation	1	\$ 50.60	\$ 50.60
21	SHIPPING	Shipping	1	\$ 918.89	\$ 918.89

\*Warranty includes telephone remote access support (8:00 AM - 5:00 PM MST). See  
See warranty section for complete details.

# PAPILLION BELLEVUE FIRE DEPARTMENTS

## USDD FIRE STATION ALERTING SYSTEM

### JUNE 07, 2018

**FOR DELIVERY TO:**

**Bellevue Fire Department**  
**211 W. 22nd Ave.**  
**Bellevue, NE 68005**  
[sbetts@bellevue.net](mailto:sbetts@bellevue.net)  
**402-293-3153**

**Papillion Fire Department**  
**146 N. Adams Street**  
**Papillion, NE 68046**  
[bbowes@papillion.org](mailto:bbowes@papillion.org)  
**402-339-8617**

ITEM	PART NUMBER	DESCRIPTION	QTY.	
<b>IM2DEVICES LICENSE INCLUDED</b>				
1	G2-APP-DLI	G2 Mobile FSAS APP - Single Device License. Per Year Cost	Each	192 \$ 20,736.00
2	G2-APP-DLA	G2 Mobile FSAS App - up to 24 licenses per ATX	Each	192 \$ (20,736.00)
3	APP-DLA	G2 Mobile FSAS App. Single Device License/Pr. Yr/Pr. Unit Cost	Each	1 \$ 108.00
4	APP-DLA	G2 Mobile FSAS App. Single Device License/Pr. Yr/Pr. Unit Cost	Each	1 \$ (108.00)
	For IOS and Android Platforms Only			\$ -
	For each year the FSA System is under standard warranty or elected recurring support coverage, USDD			\$ -
	would like to offer our G2 Mobile Station Alerting App at no additional cost (in groups of 24 licenses-per-ATX-purchased.)			\$ -
				\$ -

**USDD G2 MOBILE FSA APP:**

USDD has developed the Phoenix G2 FSA Mobile Application (the "App") to provide a remote extension of the customer's existing G2 FSAS. Mobile App Only Available to Customers Using USDD's G2 Communications Gateways interfaced to a formal Computer Aided Dispatch (CAD) System. The App is supported by Apple and Android devices. The App will interface with the Agency's CAD to send simultaneous mobile alerts, including dispatch announcements, administrative alerts, IT support notifications and application update notifications to authorized personnel via their smartphones and tablets. The App alerts personnel as individuals or groups (e.g., stations, battalions, districts, etc.) wherever they are, making it especially ideal for volunteers and reserves. The mobile alerts plays the same tones as those in the station, shows incident location using the device's built-in mapping capabilities and enables users to save notifications for future reference and search for previous notifications. In addition, the App provides an easy-access email address and phone link to local IT support. Each ATX Station Controller will enable x24 App licenses at no additional charge while the System is under warranty or annual service and support. Additional licenses can be obtained on a sliding cost scale. It should be noted, however, that the performance of mobile alerting is subject to network reliability and coverage.

So your eventual needs will be determined when you let us know how many device licenses you would need, versus the 24 devices-licenses-per-ATX-purchased and currently under warranty or support. As long as the purchased/installed ATX Station Controller is currently under warranty or elected recurring annual support, then there is no additional annual cost for up to x24 individual device licenses for the G2 Mobile FSA App.

Please Note that if customer declines Recurring Annual Support Options, then they will have to pay separately for the App or forfeight ability to use the G2 Mobile Alerting App. Any deviation from device license numbers listed above subjects proposal to change.

**PAPILLION AND BELLEVUE FIRE DEPARTMENTS  
USDD FIRE STATION ALERTING SYSTEM  
JUNE 07, 2018**

**FOR DELIVERY TO:**

**Bellevue Fire Dept.**  
211 W. 22nd Avenue  
Bellevue, NE 68005  
Asst. Chief Steve Betts  
[sbetts@bellevue.net](mailto:sbetts@bellevue.net)  
**402-293-3153**

**Papillion Fire Department**  
146 N. Adams Street  
Papillion, NE 68046  
Chief Bill Bowes  
[bbowes@papillion.org](mailto:bbowes@papillion.org)  
**402-339-8617**

ITEM	LOCATION	DESCRIPTION	YEARS	COST	EXTENDED
<b>DISPATCH LEVEL</b>					
1	PRIMARY DISPATCH CENTER	Total System Annual Support	1	\$ 568.50	\$ 568.50
<b>STATION LEVEL</b>					
2	BELLEVUE STATION 1	Total System Annual Support	1	\$ 3,287.76	\$ 3,287.76
3	BELLEVUE STATION 2	Total System Annual Support	1	\$ 3,511.95	\$ 3,511.95
4	BELLEVUE STATION 3	Total System Annual Support	1	\$ 3,564.15	\$ 3,564.15
5	BELLEVUE STATION 4	Total System Annual Support	1	\$ 3,529.05	\$ 3,529.05
6	PAPILLION STATION 1	Total System Annual Support	1	\$ 3,268.86	\$ 3,268.86
7	PAPILLION STATION 2	Total System Annual Support	1	\$ 3,560.46	\$ 3,560.46
8	PAPILLION STATION 3	Total System Annual Support	1	\$ 3,655.77	\$ 3,655.77
9	PAPILLION STATION 4	Total System Annual Support	1	\$ 3,231.06	\$ 3,231.06



US DIGITAL DESIGNS

# ***When Seconds Count***

***Relay on the Phoenix G2 Fire Station Alerting System***

*Helping you save  
lives and property  
with faster response  
times and healthier,  
more informed first  
responders and  
dispatchers.*

As a public safety leader, you seek to provide the best and most effective service to your community. And you know that when it comes to saving lives and property, seconds count. That's why communities of all sizes must and rely on the Phoenix G2 Fire Station Alerting System to help shave seconds—often as little as minutes—off of their emergency response times.

Phoenix US Digital Designs' Phoenix G2 Fire Station Alerting System can help improve your call-processing workflow by simultaneously alerting first responders in the right places, so they can respond more efficiently and with more information.

PHOENIX



## Table of Contents

System Overview and Benefits	1
Basic Station Design	2
Standard Station Design	3
Advanced Station Design	4
Display Options	5
Communication Options	6
Communication Options	7
Dashboard	8
Voice Alerting	9
Gateway and Radio Interface	10
USA Made Station	11
Fire Stations	12
ATX Station Controller	13
Station Controller Interface	14
I/O Network	15
I/O Remotes	16
Introduction to	17
Phoenix G2 Peripheral	18
Message Station	19
Signo Remote	20
Messages	21
Room Remote	22
EDTV Remote	23
Emergency Speaker	24
Color Indicator Remote	25
Probe Remote	26
Warranty and Service	27
About USDD	28

# Phoenix G2

## Why Choose US Digital Designs

More than a decade ago, our team of experienced mechanical, electrical and software engineers conceived, designed and manufactured the most effective, network-based, fire station alerting system in the industry for our own community. It was important to us that we made our system impeccable—to get it right every time.

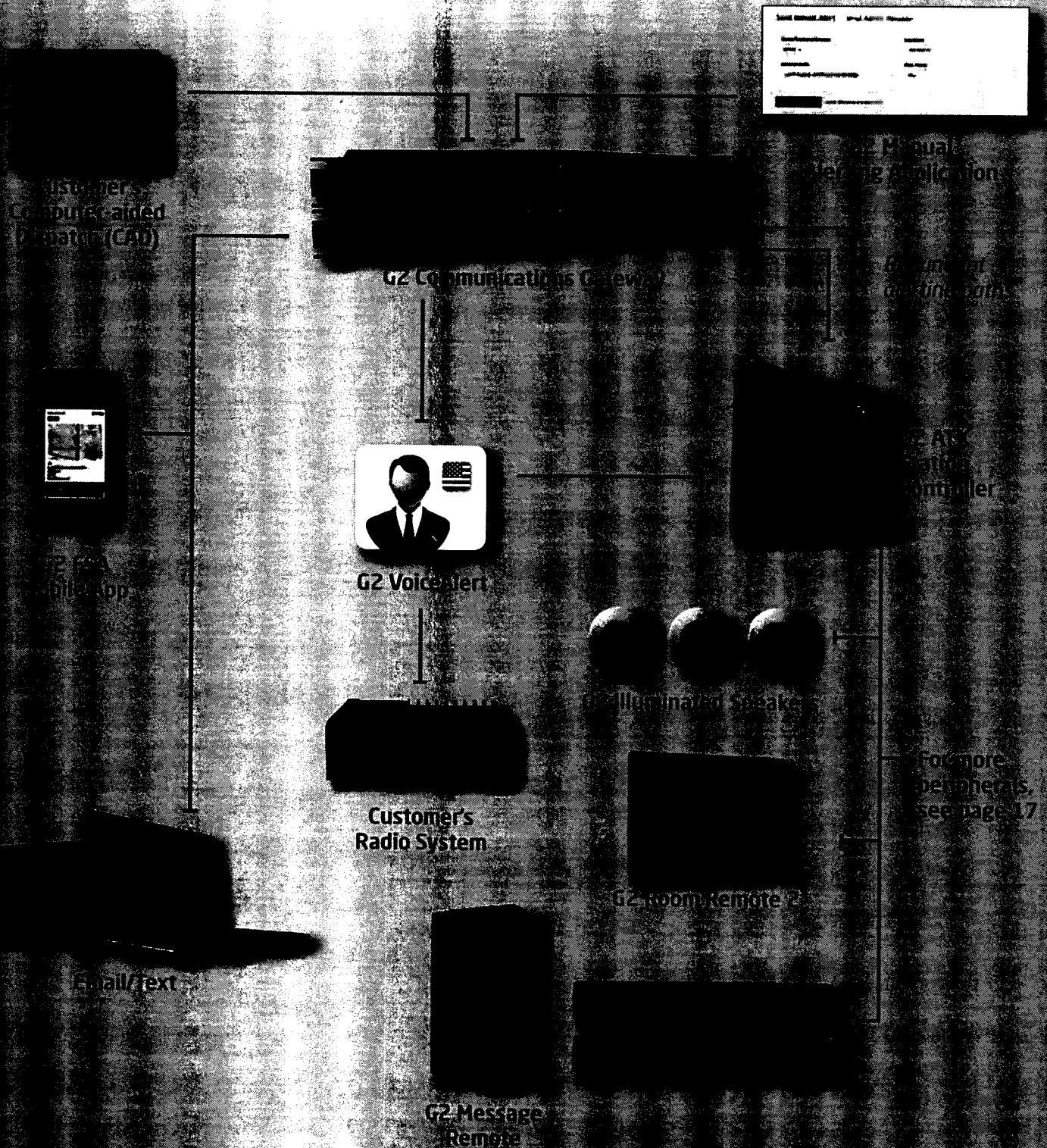
As you evaluate the best fire station alerting system for your community, we are happy to provide USDD's customer and competitor lists to assist you in your due-diligence process. We stake our reputation on delivering innovative, continuously upgraded, made-in-the-USA<sup>1</sup> technology, as well as friendly, personalized customer service.

Please give us a call at 1-877-551-USDD (8733) (USA), or +1-602-687-1730 (Intl.), or visit [stationalerting.com](http://stationalerting.com).

<sup>1</sup> All or 'virtually all' significant parts and processing are of U.S. origin.

[stationalerting.com](http://stationalerting.com)

# Phoenix G2 Fire Station Alerting System Overview



## System Benefits

### **For the community:**

- **Peace of mind.** Ensures that emergency personnel will arrive more quickly and better informed for a more optimized response.
- **Savings.** Offers higher quality area fire protection, which can contribute to a lower community ISO Public Protection Class rating, thereby helping decrease insurance rates.

### **For dispatchers:**

- **Speed.** Delivers automatic dispatch alerts simultaneously to one or multiple stations in less than a second, helping to reduce or eliminate dispatcher "on-hold" time.
- **Wellness.** Dispatches alerts automatically, reducing dispatcher stress and workload, which frees them up to communicate with callers and manage the dispatch process more successfully.
- **High reliability.** Offers dispatchers a redundant system to communicate alerts if the CAD system fails.
- **Situational awareness.** Reviews the success of alerts as they are sent, and monitors the status of the system in real time.

### **For public safety administrators and city officials:**

- **Compliance.** Helps stations shave valuable seconds—even minutes—off of response times, helping meet or exceed NFPA 1710<sup>1</sup> recommendations.
- **Safety and redundancy.** Reduces the chance of missing emergency calls during grid or power failures, thanks to multiple pathway options and a backup power supply.
- **Communication.** Keeps personnel advised of ongoing incidents via USDD's industry-leading fire station alerting smartphone app, SMS text, pager and email alerts.

- **Value.** Reduces customer maintenance and management costs by integrating a reliable, proven system.

### **For fire and medical personnel:**

- **Preparedness.** Increases situational awareness and mental preparedness with clear, consistent vocalization of the alert, which helps units respond more quickly and efficiently.
- **Wellness.** Reduces fatigue, stress, anxiety, optical shock and sleep deprivation with rambellones and zoned alerting, thereby notifying only required stations and/or individual units.

### **For public safety IT professionals:**

- **Reliability and compliance.** Maximizes system uptime through multiple NFPA 1221<sup>2</sup> compliant redundant alerting pathways and manual alerting options, which can keep the system running during communication failures.
- **Network friendly.** Distributes quick, low-bandwidth alerting messages that are non-disruptive, enabling the continuous operation of legacy networks and other applications.
- **Remote configuration.** Enables IT support teams to remotely configure and deploy software upgrades from any web-enabled device, thereby reducing time and travel costs.
- **Control.** Offers agency-wide monitoring of all station peripheral equipment and reports any failures to the host monitoring system and authorized system administrators via a smartphone app, email, text, etc.

<sup>1</sup> NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Professional Fire-Fighting Organizations  
<sup>2</sup> NFPA 1221: Standard for the Installation, Maintenance, and Use of Emergency Services Communication Systems

[stationalerting.com/benefits](http://stationalerting.com/benefits)

## Basic Station Design

App Bay  
Speaker

12" x 18" 62 Message Sign,  
Speaker, and Owner provided  
for information.

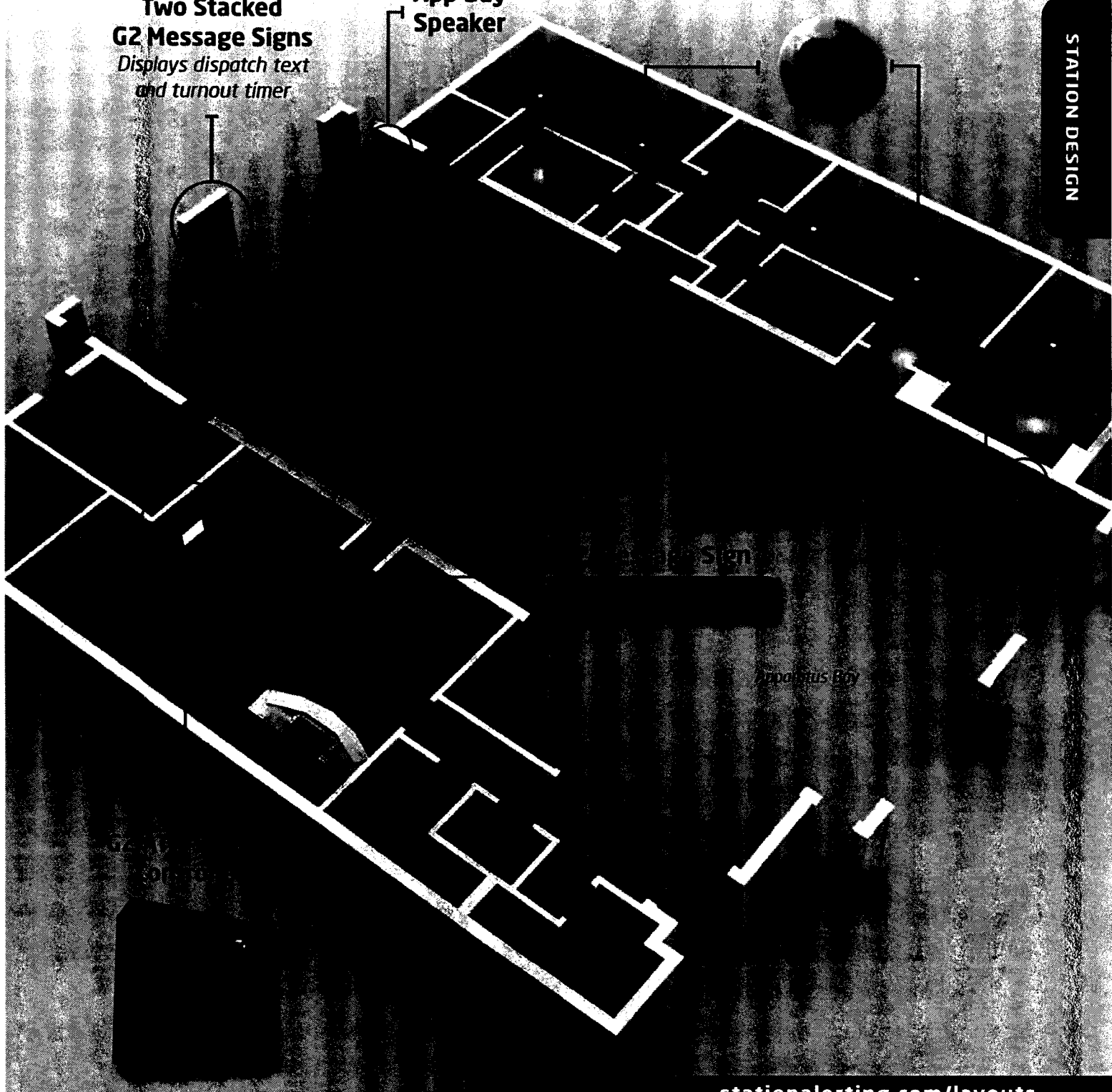
## Standard Station Design

**Two Stacked  
G2 Message Signs**  
*Displays dispatch text  
and turnout timer*

**App Bay  
Speaker**

**G2 Illuminated  
Speakers**

STATION DESIGN



[stationalerting.com/layouts](http://stationalerting.com/layouts)

## Advanced Station Design

G2 ATX Station  
Controller

G2 Message Sign

G2 HDTV  
Remote  
and HDTV

G2  
Illuminated  
Speaker

Bathrooms

note 2

Phoenix G2 Message Signs  
display dispatch text  
and to-go timer

App Bay

App Bay Speakers

Interior Speaker  
may be automatically  
muted at night

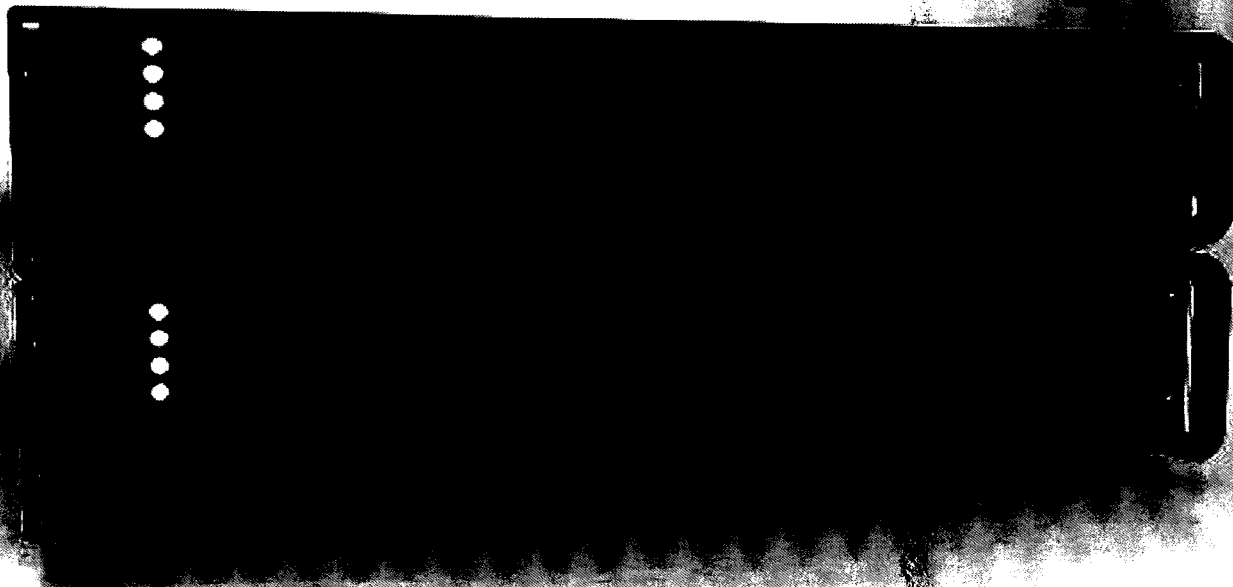
### No station too big or too small.

The Phoenix G2 system integrates crystal-clear text-to-speech technology and high-contrast message signs to help emergency personnel react promptly and efficiently to every call.

Fully automated dispatching awakens only on-call units with ramped tones and lighting, so non-dispatched crews remain undisturbed to receive necessary rest. Unquestionably, well-rested crews operate at peak effectiveness.

[stationalerting.com/layouts](http://stationalerting.com/layouts)

# G2 Communications Gateway



**Provides an interface between the Station Alerting System and the customers CAD host, radio and communications systems.**

Therefore, USD's alerting system, the G2 Communications gateway is the vital link between the CAD system at the dispatch processing center and the G2 ATX Station Controller based at each fire station. Using dynamic, flexible pathway options, the Communications Gateway has built-in redundant servers for disaster recovery and backup. Located at the dispatch center, the Gateway receives alert data from a dispatcher via an interface with an existing CAD host, or directly from USD's interactive web-based interface. The Gateway's design is efficient in every way, from simple network requirements and software licenses to the "trainable" self-service pronunciation editor integrated into our G2 VoiceAlert software interface.

- **Integrates a community's** existing infrastructure by interfacing with new and existing voice and data systems.
- **Dispatches units automatically** through the agency's radio system—without additional dispatcher intervention using clear, automated voice-to-speech VoiceAlert software.
- **Uses customer's existing** redundant alerting paths, as needed, which can keep the system running in the event of communication failures.
- **Keeps personnel advised** of critical incidents through phone, text, email and paging alerts.

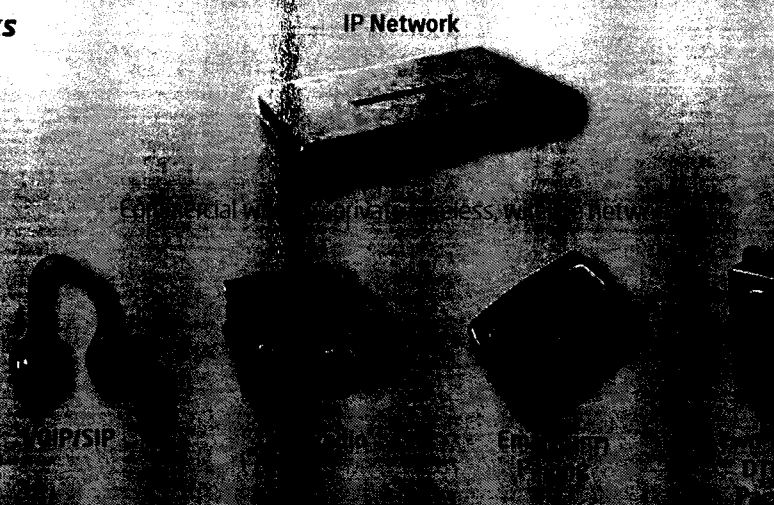
- **Monitors the health** of every ATX Station Controller and G2 peripheral device within the department's network, and reports communication failures to dispatch and support personnel via audible and visual alarms, per NFPA 1221 monitoring requirements.
- **Alerts stations** as well as reserve or volunteer personnel with two-tone or DTMF pages that precede the dispatch announcement.
- **Eases IT support** tasks by simplifying remote or local configuration via a Web browser.



## SPECIFICATIONS

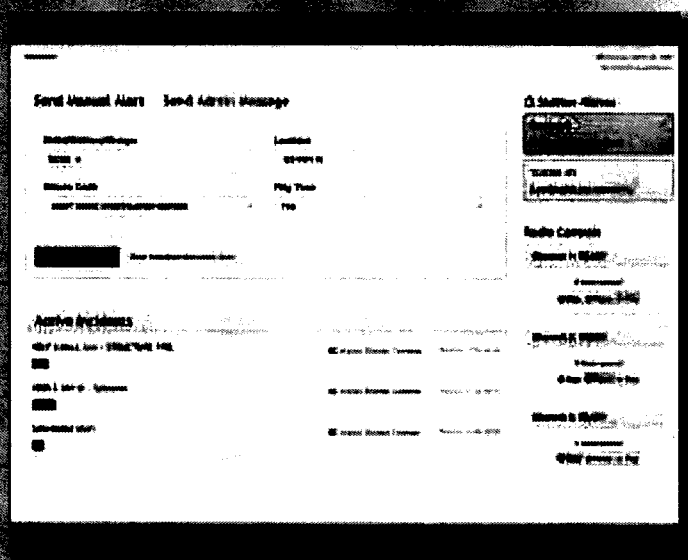
- » Embedded secure Linux operating system
- » redundant multi-processor drives (RAID)
- » dual 19" 2U rack-mount servers

## Communication links supported:



## Communications Gateway Dashboard

Provides dispatchers with manual alerting, monitoring, radio announcement control, station alarm reporting, helping dispatchers maintain NFPA 1221 requirements.



[stationalerting.com/gateway](http://stationalerting.com/gateway)

## G2 VoiceAlert

**Assists dispatchers during an emergency call by assuming the task of reading dispatch information aloud.**



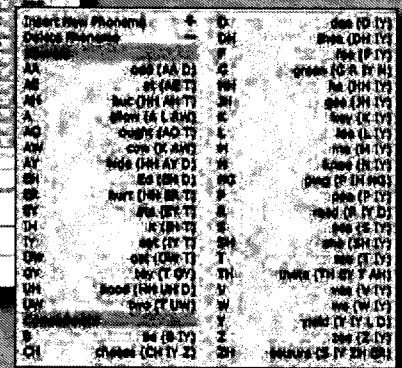
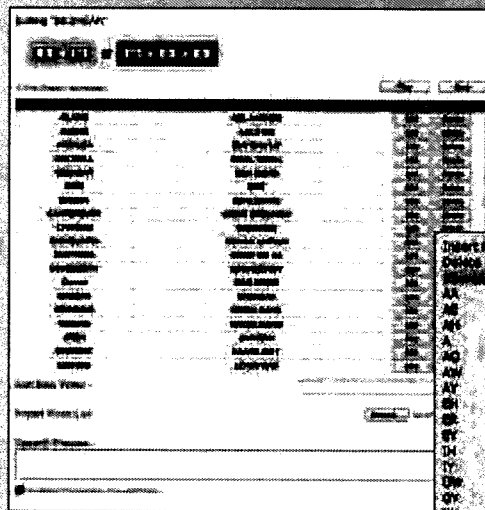
The G2 VoiceAlert software integrates with the CAD system, providing fully automated text-to-speech voice dispatching alerts. Using a calm, crystal-clear male or female voice, dispatches are delivered digitally or through a voice radio system from the dispatch center to the ATX Station Controller, and then played in specified areas of the fire station over G2 signs and speakers.

VoiceAlert is an alternative to a person speaking dispatch information for each call. The speech is generated in a fraction of a second and sent to individual stations simultaneously, relieving dispatchers of the time-consuming task of speaking with each station. This reduces dispatcher workload and oftentimes stress, enabling them to perform other time-critical tasks, such as processing the next call.

Most communities have a variety of dialects and local pronunciations. That's why our G2 VoiceAlert software comes with VoiceEditor, a user-friendly editing tool that lets you update and distribute pronunciations to all the stations and/or radios within your network.

### Benefits

- **Reduces human error** and automatically dispatches crews with a clear, accent-neutral voice, while the dispatcher continues gathering information, thereby helping crews comprehend information and respond more quickly.
- **Adjusts to dispatch workload** by truncating the dispatch announcement to accelerate radio alerting.
- **Offers the flexibility** to send alerts using multiple voices, thereby distinguishing fire calls from EMS calls or emergency dispatches from routine administrative messages.
- **Enables end-users** to easily edit and customize street names and other terms (at no additional cost) to match existing dispatcher protocols and local pronunciations, thereby minimizing the impact of adopting new technology.



Listen to VoiceAlert samples at  
[stationalerting.com/voicealert](http://stationalerting.com/voicealert)

# Gateway Audio Radio Interface

Automatically transmits VoiceAlert announcements across radio systems.

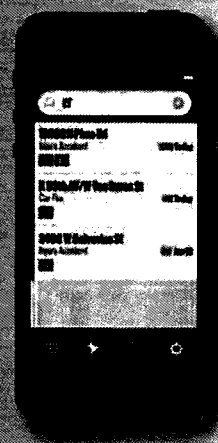
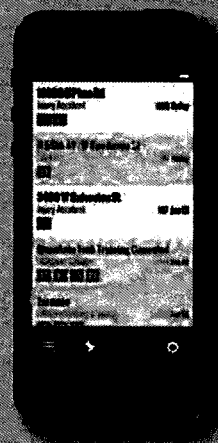
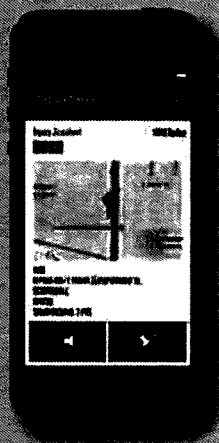
This network device receives streaming audio and control instructions from the Communications Gateway. It outputs analog audio and control signals and can detect radio channel busy signals, generate radio push-to-talk signals, and play VoiceAlert audio messages over the radio system. Featuring an integrated network switch, it can be connected directly to two Communications Gateway servers in a hot-standby configuration or to other network devices, as necessary. It also supports two simultaneous independent radio channels. Additional Gateway Radio Interfaces can be used for more channels.



## FSA Mobile App

Receive station alerts via your smartphone.

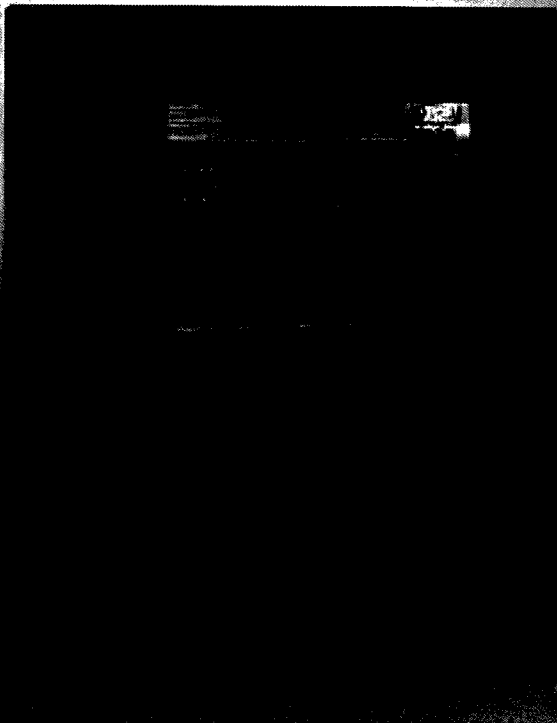
- **Sends simultaneous mobile** alerts, such as dispatch announcements, administrative alerts, IT support notifications and application update notifications.
- **Alerts personnel** as individuals or groups (e.g. stations, battalions, districts, etc.) wherever they are; great for volunteers and reserves.
- **Plays the same tones** as those in the station.
- **Shows incident location** using your smartphone's built-in mapping capabilities.
- **Enables users to save** notifications for future reference and search for previous notifications.
- **Provides an easy-access** email address and phone link to local IT support.



FOR DISPATCH  
CENTERS

[stationalerting.com/app](http://stationalerting.com/app)

# G2 ATX Station Controller



**Powers and controls visual, audio and lighting alerts.**

During a dispatch alert, the G2 ATX Station Controller processes the alert at the station and returns an acknowledgment back to the Gateway. The ATX alerts any combination of room zones with individual lighting, messaging and volume control in each zone.

The ATX Station Controller stores the station configuration and alerting locations in memory and can easily be configured and updated remotely through our encrypted Web interface, over a private network. The ATX computer features a secure, embedded operating system that runs on a high-speed flash memory. It also has a touchscreen display to provide another means of visually alerting first responders.

The fire department may add Phoenix G2 peripheral devices (e.g., signs, speakers and lighting) to the Station Alerting System located at each fire station, as needed. Devices can be integrated easily via a simple change to the Web configuration.

## Station Controller Interface

Designed for IT system administrators, the Station Controller Interface is a Web-based browser that helps you configure and manage fire station alerting from any location, at any time. It enables approved personnel to connect to the ATX Station Controller via a local- or wide-area network.

## Alerting Mode

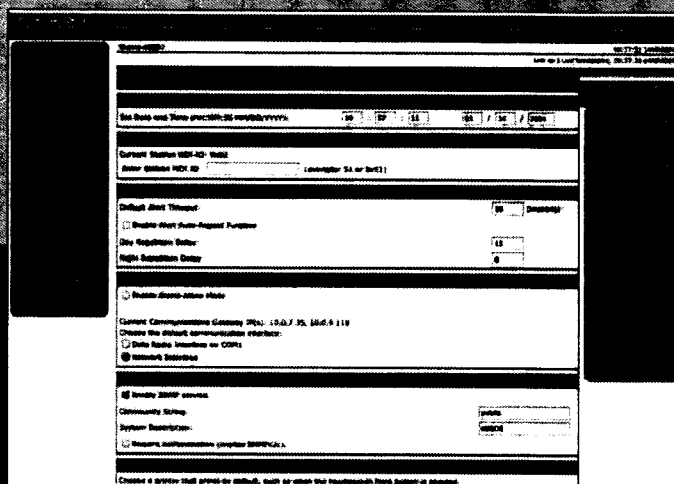
- **Provides ramped, heart-saving** alert tones, alerting first responders in a less startling manner.
- **Enables approved personnel** to configure zones, schedules and alerting profiles, thereby providing unprecedented control when managing personnel and assets during an alert.
- **Displays system status** and last dispatch on 12" touchscreens, enabling users to confirm proper operation of the system and review dispatches for tracking and reporting purposes.
- **Permits approved personnel** to control or reassign zoned alerts to units, when necessary, via an on-screen touch selection.
- **Has built-in single-tone, two-tone and DTMF paging** decoding for integration with existing zone-based paging systems.
- **Offers remote configuration** and software updates as well as remote USDD customer support, thereby reducing the need to travel to remote sites for modifications and troubleshooting.

## Network and Peripherals

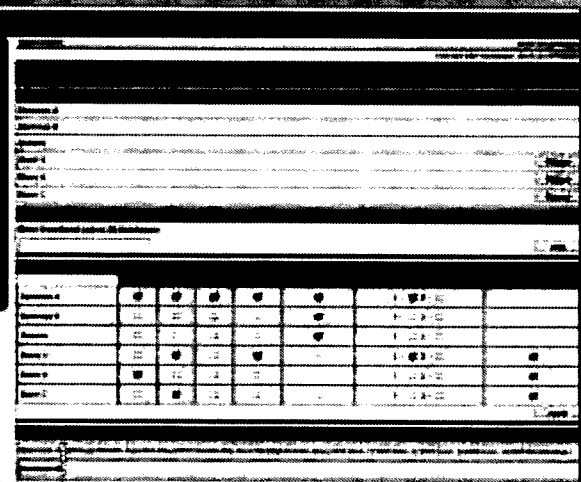
- **Reduces dispatch-processing** time by sending IP-based alert data over a high-speed network, and can notify multiple stations simultaneously in less than a second.
- **Enables each Station Controller** to work with devices, such as doorbells, lighting appliances, doors and gates via the G2 network.
- **Offers local and remote system** monitoring and logging, making it easy to trouble shoot and reconfigure settings, such as volume and unit-to-zone assignments.
- **Connects to up-and-run printers** to print out all priority dispatch information.

## SPECIFICATIONS

- » Eight Power over Ethernet (PoE) ports for zoned G2 peripherals
- » One local G2 Message Sign port
- » Audio inputs for dispatch radio, telephone, intercom and auxiliary
- » VoIP audio input via network connection
- » Three configurable dry-contact inputs
- » Four Form-C relay outputs
- » Four 20-watt, 70-volt amplifier zones with illuminated Speaker support
- » One level 600 ohm output for external amplifier (e.g. existing audio systems)



Main Settings



ATX Station Controller Area Settings

FOR FIRE STATIONS

[stationalerting.com/ATX](http://stationalerting.com/ATX)

## G2 I/O Network

**Controls station devices based on specific events or time of day.**

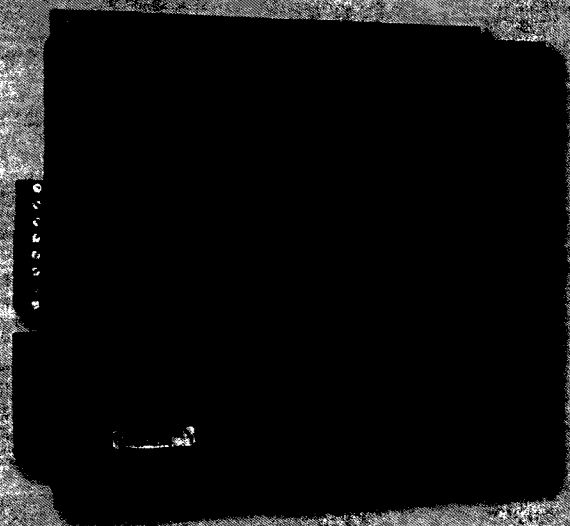
The G2 I/O (input/output) Network enables station personnel to interface with external devices (e.g., station doorbells, lighting, appliances, doors and gates) and reset alerts, trigger walk-in alarms and monitor fire alarms. Based on specific events or time of day, the programmable Station Controller software can turn on/off outdoor speakers and lights. Additionally, dispatchers may access the I/O Network through the Communications Gateway to remotely signal connected devices (e.g., doors) as well as view alarms at the station.

Device Name	Device Type	Device ID	Device Location	Device Status	Device Action
Doorbell	Doorbell	10001	Station 1	Active	Ring
Lighting	Lighting	10002	Station 1	Active	On/Off
Appliances	Appliances	10003	Station 1	Active	On/Off
Doors	Doors	10004	Station 1	Active	Open/Close
Gates	Gates	10005	Station 1	Active	Open/Close
Speakers	Speakers	10006	Station 1	Active	On/Off
Alarms	Alarms	10007	Station 1	Active	On/Off
Fire Alarms	Fire Alarms	10008	Station 1	Active	On/Off
Walk-In Alarms	Walk-In Alarms	10009	Station 1	Active	On/Off
Reset Alerts	Reset Alerts	10010	Station 1	Active	On/Off
Door Open Sensors	Door Open Sensors	10011	Station 1	Active	On/Off
Automatic Doors	Automatic Doors	10012	Station 1	Active	On/Off
Strobe Lights	Strobe Lights	10013	Station 1	Active	On/Off
More...	More...	More...	More...	More...	More...

## G2 I/O Remote

**Enables the monitoring and signaling of gates, doors, etc.**

The G2 I/O Remote interfaces between the ATX Station Controller and field devices. The inputs (I) can be configured to monitor switches, such as doorbells, walk-in alert triggers and door open sensors. The outputs (O) can be used to signal automatic doors and gates, activate strobe lights and more. The I/O Remote may be installed up to 90 meters (295 feet) from the ATX Station Controller.



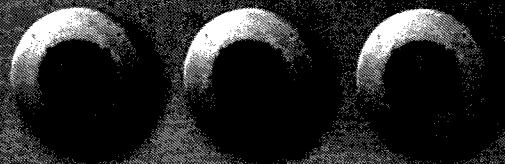
### SPECIFICATIONS

- » Eight dry-contact inputs
- » Eight Form A relay outputs

# Introduction to G2 Peripherals



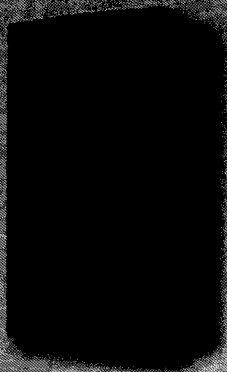
G2 Message Sign



G2 Illuminated Speakers



G2 Room Remote 2



G2 Message Remote



G2 Sign Remote

**Tailor your Phoenix G2 system to meet the needs of each station with optional signage, speakers and amplifiers.**

The Phoenix G2 Fire Station Alerting System is comprised of a central ATX Station Controller and a network of alerting peripherals that alert first responders throughout a fire station via audio, display, lighting and auxiliary input/output (I/O) components.

Message signs can display CAD information, including the location and type of the incident, the upper and lower cross streets to the incident, map page and assigned radio channel. They can also display a turnout timer.

## **Each G2 Peripheral:**

- **Connects to the centralized** ATX Station Controller via a single CAT-5/6 cable for audio and Power over Ethernet (PoE) source, and will run off a battery backup during power failures.
- **Responds to many combinations** of alert conditions and station layouts, and is individually configurable by the ATX Station Controller.
- **Is enclosed with black anodized** aluminum, which increases corrosion and wear resistance, with precision laser marked inscriptions. (G2 Illuminated Speakers are, however, finished with off-white enamel over a steel grill.)
- **Enables each station** to phase in alerting system upgrades and additions at any time with easy 'plug and play' installation.

## **G2 Peripherals Include:**

- Message Sign
- Sign Remote
- Message Remote
- Room Remote 2
- HDTV Remote
- Illuminated Speaker
- Color Indicator Remote
- Strobe Light
- I/O Remote

[stationalerting.com/peripherals](http://stationalerting.com/peripherals)

## G2 Message Sign

Model: G2MS-1000-1000-1000-1000

The G2 Message Sign is by far the quickest way for responders to understand an alert. It's easy to install: just plug in the PoE cable and mount it over doorways or in hallways, kitchens, offices and app bays. System administrators or the fire department can control the type of information displayed, scrolling speed, message length, etc. Additionally, the Message Sign can be configured to display dispatch information, turnout timer or unit status (with a capable CAD system).

**Stand-alone  
G2 Message  
Sign requires  
no additional  
Sign Remote or  
Message Remote.**

## G2 Sign Remote

**Supplies power and data to a digital  
LED message sign.**

The G2 Sign Remote is a very flexible, inexpensive, general-purpose, station peripheral that supplies power, data and control to a single, non-PoE digital LED message sign. It can be hung near a message sign in a hidden ceiling area or mounted to the back of a message sign.



### SPECIFICATIONS

- » One LED power and control output
- » Surface mount

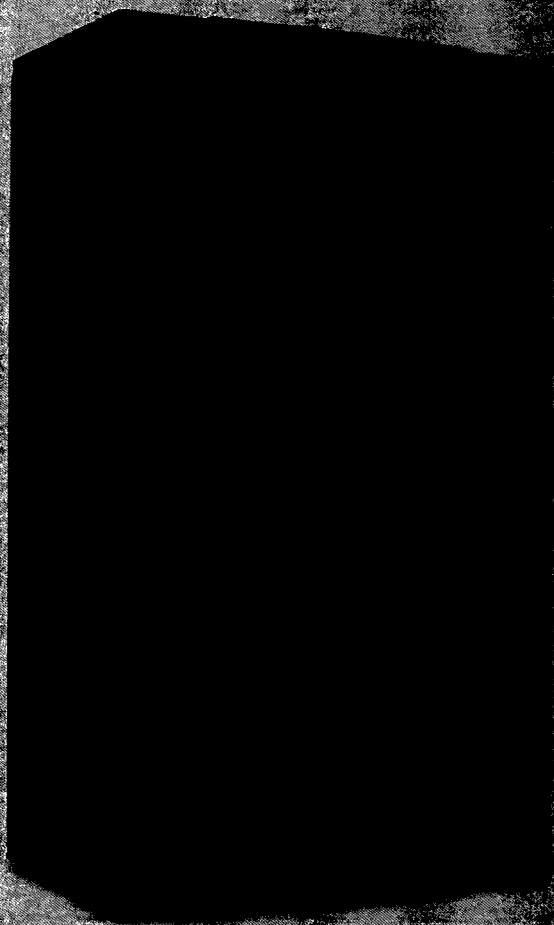
## G2 Message Remote

**Powers up to two message signs and up to two speaker zones.**

The most flexible peripheral available, the G2 Message Remote contains two independent audio amplifiers and can power up to two non-PoE digital LED message signs. Most fire stations use a combination of both amplifier and message sign configurations.

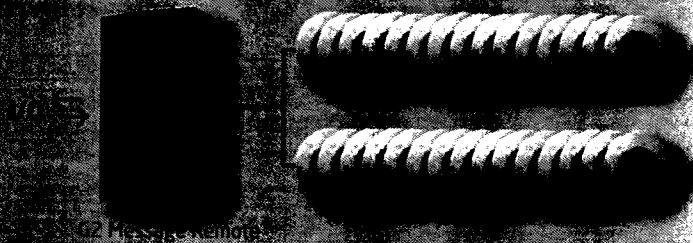
### SPECIFICATIONS

- » Two digital LED message sign power and control outputs
- » Two 15-watt audio amplifier channels
- » One illuminated Speaker output
- » Two dry contact inputs
- » Two Form-C relay outputs
- » Surface mount



### Configurations

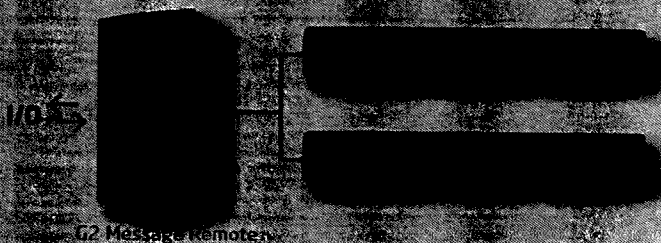
Two zones of G2 Illuminated Speakers



Two zones of G2 Illuminated Speakers and one digital LED message sign



One or two digital LED message signs



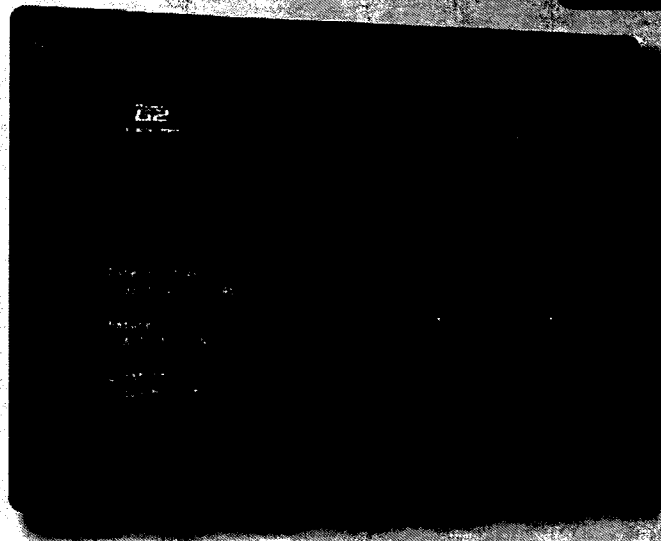
PERIPHERALS

[stationalerting.com/peripherals](http://stationalerting.com/peripherals)

## G2 Room Remote 2

**Target specific units or rooms with zoned alerting.**

The G2 Room Remote 2 is the next-gen, all-in-one peripheral that can simultaneously show dispatched units and incident information text. It comes with a built-in turnout timer on a 10.1-inch full-color high-resolution LCD multi-touch display for immediate visual reinforcement of the alert. Easily adjust settings such as units to be alerted, radio monitoring and volume.



### SPECIFICATIONS

- » One 10-watt audio amplifier
- » One Illuminated Speaker output
- » One dry-contact input
- » One Form-A relay output
- » Surface or flush mount using a four-gang electrical box

***Did you know? Heart attacks account for half of firefighter deaths.***

When a firefighter is alerted, the heart rate increases. This is a normal response to stress. However, if the heart rate remains elevated for a prolonged period, it can lead to a heart attack. Firefighters are at a higher risk of heart attacks than the general population, and this is largely due to the stress of their job. The heart rate of a firefighter can increase from a normal resting rate of 60-80 beats per minute to over 150 beats per minute during an alert. This is a significant increase, and it can be dangerous if it is sustained.

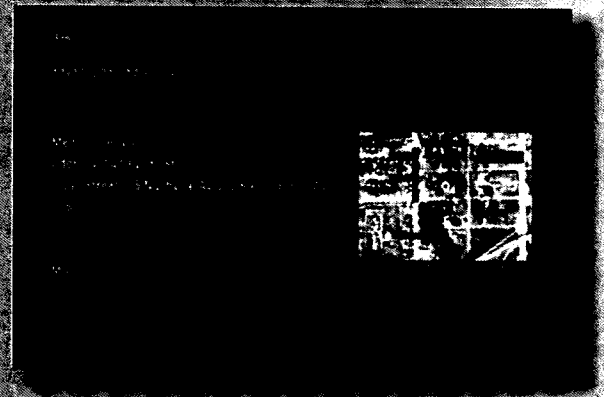
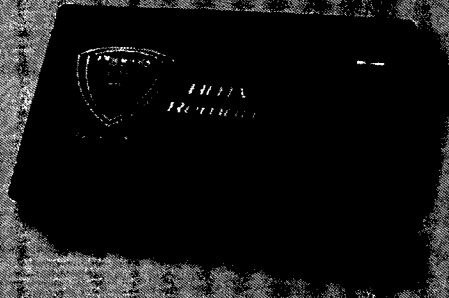
Over the course of a firefighter's career, the cumulative effects of stress produced by traditional station alerting systems have been proven to cause permanent cardiac damage, and have been linked to multiple line-of-duty firefighter deaths, permanent hearing loss, and physical disability.

***Studies have shown ramped tones and lighting reduces stress on fire fighters.***

## G2 HDTV Remote

**Displays multi-line dispatch information on a HDTV monitor, TV, video wall or projector.**

The G2 HDTV Remote displays dispatch information on a customer-provided high-definition television (HDTV) screen, providing another means of visual alerting. The device can be programmed to provide alert statuses for specific units as well as show a signal turnout timer so crews can continually improve their response times. Unlike other G2 peripherals, this device derives power from the same electrical source as the display.



### SPECIFICATIONS

- » One HDMI video output
- » Surface mount

## G2 Illuminated Speaker

**Awakens first responders with soft-start LED lighting and audio alerts.**

The G2 Illuminated Speaker offers soft-start ramped light lighting at the time of dispatch. Designed to assist first responders out of bed, out of the room and down the hall, the Illuminated Speaker incorporates a room speaker and bright, long-lasting, reliable LED lighting. Each speaker is fitted with high-intensity red LEDs, which offer exceptional luminosity without causing light blindness due to dark-to-bright transition. The Illuminated Speaker receives power from the GTX-Station Controller, Message Remote or Room Remote. Recommended installation locations include dorm rooms, hallways and common areas.

### SPECIFICATIONS

- » 48 VDC, 20mA per speaker
- » 10,000-hour LED life span
- » Surface mount or ceiling mount



High-intensity red LED lights



PERIPHERALS

[stationalerting.com/peripherals](http://stationalerting.com/peripherals)

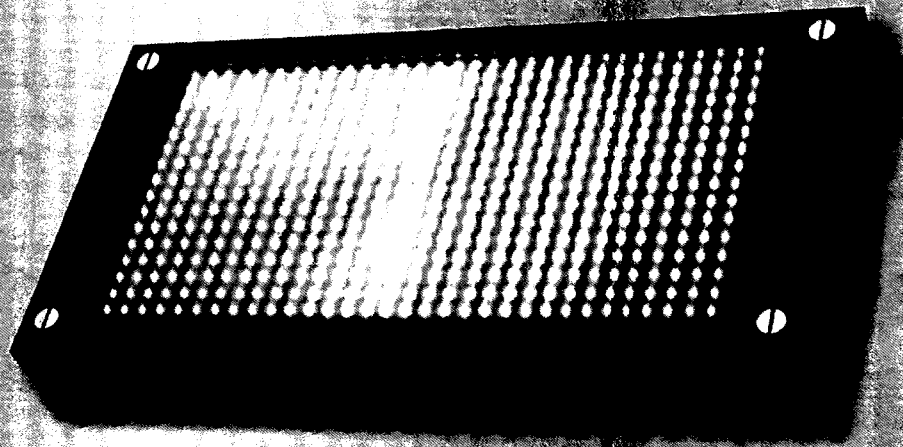
## G2 Color Indicator Remote

**Offers an alternative alerting method, featuring high-intensity LED lights.**

The G2 Color Indicator Remote is instantly recognizable by station personnel, providing immediate dispatch information to the observer. Easily visible in sunlit rooms, this LED light is fully programmable by the ATX Station Controller.

### SPECIFICATIONS

- » One dry-contact input
- » One Form-C relay output
- » 10,000+-hours LED lifespan
- » Surface mount



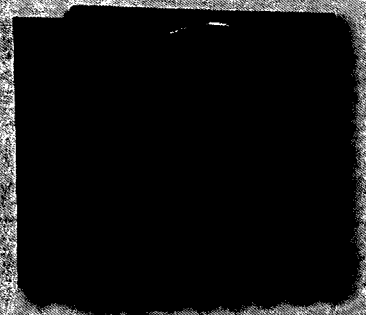
## G2 Strobe Light

**Alerts first responders with a blinking strobe light in high-noise areas.**

A healthy ramping up of audio alerting works wonderfully, unless your personnel cannot hear it. Support your alerting with the G2 Strobe Light, a high-intensity LED blinking strobe that visually alerts crews in areas with high ambient noise levels, such as a kitchen, shower, apparatus bay, workshop or compressor room. The Strobe's lights flash 180 degrees in a series of four per cycle to simulate a quad-flash strobe, and with the benefit of a 100,000-hour life. Each unit has 21 LED lights, three of which burn steadily to maintain visual contact even during the off period of the flash.

### SPECIFICATIONS

- » 48 VDC power input
- » Surface mount



## About US Digital Designs

At USDD, we design, develop and customize the mission-critical Phoenix G2 Fire Station Alerting System, which plays a major role in helping save lives and reducing property losses in emergency situations. A high-quality and high-reliability system using the latest technology, the Phoenix G2 (or "Generation II") system is made in the USA and is FCC compliant.

- **It works.** Long before any parts are manufactured, we have assembled, tested, used and abused the product in a virtual environment. This means that there are no surprises. We understand the need to get it right the first time. Exhaustive virtual and pre-factory testing can save you from unnecessary frustration.

- **One size doesn't fit all.** Having worked with thousands of fire stations, we find that each location has its own unique subculture. That's why our designers will produce a custom rendering of each station's floor plan to help you visualize how the Phoenix G2 system will meet your unique needs.

### You dream it, we'll build it.

If you envision an upgrade or improvement to your existing system or a completely new product, talk to us. Each part of the Phoenix G2 system was developed based on the needs and feedback of first responders around the world. We will help turn your vision into reality.

- **Don't take it from us.** Ask around. Call all of our customers and you'll find that no alerting company has a better reputation for providing a more efficient solution, better value or better service. Also, view our video testimonials and see Phoenix G2's impact on communities at [stationalerting.com/impact](http://stationalerting.com/impact).



## Get Started

1. Take our quick survey at [stationalerting.com/start](http://stationalerting.com/start)
2. Email your fire station floor plans to [sales@usdd.com](mailto:sales@usdd.com)
3. Receive a quick fire station alerting system design and budgetary assessment

## Support

The Phoenix G2 comes with built-in, upgradeable features and capabilities; multi-year, 24/7 proven reliability; easy, hassle-free installation; Web-based remote configuration and control; and almost no required maintenance. Telephone and email support are always available during normal business hours (Monday to Friday, 8 a.m. to 5 p.m., MST). Recurring annual service and support agreements are available, allowing you to continue the same worry-free operation and maintenance of all of your installed station alerting systems.

## Warranty

At USDD, we warrant our products to be free from defects in material and workmanship during the one-year warranty period. If a product proves to be defective in material or workmanship within one year from date of purchase, we will, at our sole option, repair or replace the product. Replacement products or parts may include re-manufactured or refurbished parts or components. The replacement unit will be covered by the balance of the time remaining on your original limited warranty.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12c  
12.10.18

COUNCIL MEETING DATE:	12/10/2018	AGENDA ITEM TYPE:
SUBMITTED BY:  Finance Director; CDBG Program Administrator	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:

Approval to reduce remaining allocation of expiring 2016 CDBG Subrecipient Agreements with Project Houseworks and Buckley Construction.

SYNOPSIS:

The City of Bellevue executed CDBG subrecipient agreements with Project Houseworks (Critical & Emergency Home Repair Prg) and Buckley Construction (2110 Office Retail Upgrade) for projects approved in the 2016 Action Plan on January 8, 2017. Following a one-year extension, the agreements will expire January 8, 2019. Following expiration and a 30 day period, the projects will be closed and any remaining funds will be returned to the CDBG line of credit for reallocation.

FISCAL IMPACT:

None. The balance of funds will remain in the City of Bellevue line of credit with HUD and in the CDBG Fund 60 Budget for FY 2018-2019.

BUDGETED ITEM: ☒ YES ☐ NO

IF NO, EXPLAIN:

The remaining grant funds allocated for the projects will be reallocated to existing projects or projects which will be identified during the next application process.

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	Critical & Emergency Home Repair Program / 2110 Office Retail Upgrade	
	Expected Start Date:	01/08/2017	Expected End Date: 01/08/2019
	CIP Project Name:		
	MAPA # and Name:		
Finance	Street District # and Name:		
	Distribution Code:	60-00-1903-191602-450-60HUD / 60-00-1903-191604-450-HUD60	
	GL Account #:	GL Account Name:	

RECOMMENDATION:

Approve the reduction of grant allocation for expiring CDBG 2016 Subrecipient Agreements with Project Houseworks for the Critical and Emergency Home Repair Program and with Buckley Construction for the 2110 Office Retail Upgrade.

BACKGROUND:

The City of Bellevue awarded grant funds to Project Houseworks for the Critical Emergency Home Repair Program and to Buckley Construction for the 2110 Office Retail Upgrade in the 2016 Action Plan. Subrecipient Agreements were executed January 8, 2017, and a one-year extension approved January 8, 2018. The agreements will expire on January 8, 2019. Once the agreement expire, subrecipients will be given 30 days to submit any final reimbursement request before the project is closed and any remaining grant balance returned to the CDBG line of credit for allocation to another project.

ATTACHMENTS:

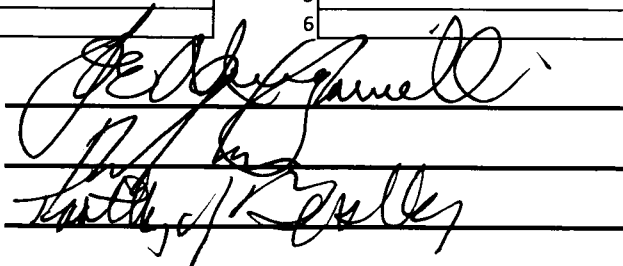
1	2016 Agreement	4	
2	CDBG Memo	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





## City of Bellevue

### Finance Department

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

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TO: Bellevue Mayor, City Council Members, and City Administrator

FROM: Abby Highland, CDBG Program Administrator

DATE: December 3, 2018

RE: Expiration of 2017 CDBG Subrecipient Agreements

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As part of the funding process, the City of Bellevue executes subrecipient agreements with each organization allocated funds in the annual Action Plan. Two subrecipient agreements from the 2017 Action Plan are set to expire on January 8, 2019. The recipients and projects expiring are:

- Project Houseworks (formerly Rebuilding Together Omaha) – Critical and Emergency Home Repair Program; Grant Amount - \$100,000, Remaining Balance - \$74,344.31.
- Buckley Construction – 2110 Office Retail Upgrade; Grant Amount - \$66,704.00, Remaining Balance - \$57,010.00

The subrecipient agreements were executed in January 2017 and allowed for a one-year extension prior to expiration, which was requested and approved by City Council during the January 8, 2018, meeting. Since the agreements allowed for only one additional year, the agreement will have final expiration on January 8, 2019.

Currently, both projects remain open and have remaining fund balances available for eligible expenses. The organizations have been notified repeatedly of the pending deadline of the subrecipient agreement and were provided information for requesting final reimbursements and directions for project close out.

During the December 10<sup>th</sup> council meeting, I will be presenting an agenda item notifying Council of the pending expiration and asking for approval to reduce the allocations for any fund balances remaining thirty (30) days after agreement expiration.

If the Council wishes to allow the subrecipients to continue with the projects as approved in the Action Plan, a new subrecipient agreement would need to be prepared and executed with each organization.

If you have any questions or if I can provide any additional information, please contact me at (443)655-2123 or [abby.highland@outlook.com](mailto:abby.highland@outlook.com).

Thank you!

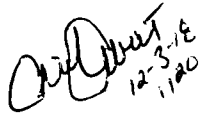


An Equal Opportunity/Affirmative Action Employer



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12d  
12.10.18

COUNCIL MEETING DATE:	12/10/2018	AGENDA ITEM TYPE:	
SUBMITTED BY:  Chief Elbert  12-3-18 11:20	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:

**Police Cruiser Replacement**

SYNOPSIS:

The Bellevue Police Department has thirteen cruisers that are past the 80,000 mile threshold and are scheduled for replacement.

FISCAL IMPACT:

This is a budgeted item in the amount of \$408,000.00. Total cost of thirteen vehicles is \$446,823.00 A Large portion of the Difference will be made up in Auction and fuel savings due to Hybrid version.

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☒ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	Cruiser Replacement
	Expected Start Date:	07/01/2019 Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
Finance	Street District # and Name:	
	Distribution Code:	10/20
	GL Account #:	7110
		[Fund-Dept-Project-Subproject-Funding Source-Cost Center]
	GL Account Name:	Lease/Purchase Vehicles

RECOMMENDATION:

Approve purchase of (13) 2020 Ford Police Utility Hybrid Vehicles off State Bid from Anderson Ford Lincoln Mercury Mazda in Lincoln, in the amount of \$446,823.00

BACKGROUND:

Ford has already discontinued the 2019 model year of the Utility and will start production in mid 2019 on the 2020 model year.

ATTACHMENTS:

- 1 Nebraska State Bid
- 2 Anderson Ford Email
- 3 Anderson Ford Quote

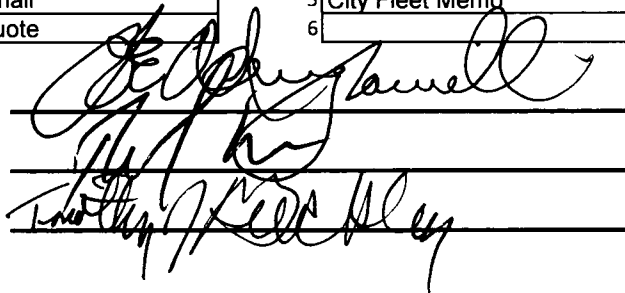
- 4 Cruiser Replacement Plan
- 5 City Fleet Memo
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



# Cruiser Replacement

12/03/2018

## Standard:

**Cars... Police Pursuit** 6 Yrs or 80,000 miles

**Cars...Normal Use** 10 Yrs or 100,000 miles

## Hour Meter:

The engine hour meter which is incorporated into the engine measures the amount of idle time a motor runs while the vehicle is in the "P" or "N" position. The manufacturer then establishes a conversion rate to the standard engine odometer in a vehicle. For Ford Motor Company, they equate every hour of idle time to 33 miles of driving. The Dodge Motor Company equates every hour of idle time to 29 miles of driving. General Motors Corporation has not issued a rate conversion for their vehicles.

Therefore, a vehicle may appear to be low in miles, but in reality, could be much higher due to the hour meter and vehicle idle time inherent in Police work. For example, the Department K-9 Vehicles are idled for long periods of time due to their work assignment. If one of the K-9 vehicles shows it to have 79,337 on the odometer, but has an additional 8,136 idle hours on the engine(x33 miles per hr), a more accurate number of mileage for the vehicle would be 347,825 miles, as the vehicle is approx 5 years old.

## Identified Replacement Vehicles:

The vehicles on the following page are listed in order of year first and then mileage. A shared Cruiser averages about 20k a year and a single use Cruiser averages 10k a year. These numbers can fluctuate however, depending on the assignment of the single operator vehicle. Listed below are the vehicles with the mileage as of 12/03/18, as well as, the projected mileage by 07/01/19 when they would begin to be traded/auctioned out, as well as, the hour conversion to mileage which is extremely important due to the wear and tear it provides on the engine. These numbers are then added together for a more accurate mileage total.

**Police Pursuit**

<b>Year</b>	<b>Cruiser #</b>	<b>Model</b>	<b>Mileage</b>	<b>Hours/miles</b>	<b>Yr Avg Miles</b>	<b>Total</b>
2010	604	Crown Vic	91,067	4,090/134,970	10,000	236,037
2012	605	Charger	84,485	6,741/195,489	10,000	289,974
2012	606	Charger	85,473	9,073/263,117	10,000	358,590
2012	608	Charger	92,665	9,414/273,006	10,000	375,671
2012	609	Charger	96,426	8,689/251,981	10,000	358,407
2008	613*	Crown Vic	88,122	1,861/61,413	10,000	159,535
2008	614*	Crown Vic	91,401	802/26,466	10,000	127,867
2012	620	Charger	94,688	9,766/283,214	10,000	387,902
2012	628	Charger	88,557	8,818/255,722	10,000	354,279
2012	631	Charger	94,154	7,994/231,826	10,000	335,980
2009	635	Crown Vic	97,001	6,318/208,494	10,000	315,495
2008	641*	Crown Vic	100,611	671/22,143	10,000	132,754
2008	701*	Crown Vic	85,548	201/6,633	10,000	102,181

**Total= 13**

- **Units 701, 613, 614, and 641 have had the Odometer replaced due to a part defect and are not an accurate reflection of hours. (Probably would be between 4,500 and 9,000 Hrs)**

<b>State Bid</b>	<b>2019 Ford Utility (Unavailable)</b>	<b>\$28,834.00</b>
<b>Add</b>	<b>2020 Ford Utility Hybrid</b>	<b>+\$5,995.00</b>
<b>Add</b>	<b>Hidden Door Lock Plungers</b>	<b>+\$140.00</b>
<b>Deduct</b>	<b>Vertical Mounted LEDs (2)</b>	<b>-\$198.00</b>
<b>Deduct</b>	<b>100 Watt Siren Speaker</b>	<b>-\$100.00</b>
<b>Deduct</b>	<b>Auxiliary Battery</b>	<b>-\$300.00</b>

**TOTAL: \$34,371.00**

#### **New Vehicle Purchases**

**Pursuit Rated Vehicles**

**State Bid: Anderson Ford**

**Contract Number: #15047**

**2020 Ford Explorer/Utility Patrol**

**13@\$34,371.00ea = \$446,823**

**TOTAL : \$ 446,823.00 (13 vehicles)**

## Cruiser Mileage

12/03/18

Cruiser #	Year	Make	Model	Mileage
1. 604	2010	Ford	Crown Vic	91,067
2. 605	2012	Dodge	Charger	84,485
3. 606	2012	Dodge	Charger	85,473
4. 608	2012	Dodge	Charger	92,665
5. 609	2012	Dodge	Charger	96,426
6. 613	2008	Ford	Crown Vic	88,122
7. 614	2008	Ford	Crown Vic	91,401
8. 620	2012	Dodge	Charger	94,688
9. 628	2012	Dodge	Charger	88,557
10. 631	2012	Dodge	Charger	94,154
11. 635	2009	Ford	Crown Vic	97,001
12. 641	2008	Ford	Crown Vic	100,611
13. 701	2008	Ford	Crown Vic	85,548

\*Due to high mileage, all are being assigned to one Officer now. Will have a minimum avg of 10k additional miles on them by this time next year.

### Past Cruiser Pricing

2015 Ford Utility	\$26,867	
2018 Ford Utility	\$28,256	
2019 Ford Utility	\$28,834	(Unable to Purchase/LimitedRun)
2020 Ford Utility	\$34,371	

## Tom Dargy

---

**From:** Bobby Colclasure <bobbyc@andersonautogroup.com>  
**Sent:** Tuesday, June 19, 2018 12:55 PM  
**To:** Tom Dargy  
**Subject:** police vehicles

**The 2019 MY will be the final year for the current model PI Utility and the final order due date is planned for 9/21/18, please get your 2019 MY orders in quickly to secure production allocation.** We are anticipating that demand will far exceed production allocation and orders will be scheduled on a first come basis. In addition, given that the 2020 MY PI Utility will be an all-new program we will not be able to extend or rollover any contracts with price protection. The 2020 will be all new: <https://www.ford.com/police-vehicles/police-interceptor/hybrid-utility/> A hybrid with better gas mileage and more horsepower.

**The 2019 MY will be the final year for the PI Sedan and the final order due date is planned for 9/21/18, please get your 2019 MY orders in quickly to secure production allocation. This will be the last year for the PI Sedan.**

I have let the state know about this as well, so hopefully the contracts will come out sooner as well.

Thanks,

--

**Bobby Colclasure**  
Anderson Auto Group  
Commercial & Fleet Director  
2500 Wildcat Dr  
Lincoln, NE 68521  
**Cell-402-617-4521**  
[bobbyc@andersonautogroup.com](mailto:bobbyc@andersonautogroup.com)  
[www.andersonautogroup.com](http://www.andersonautogroup.com)

*Because People Matter...we will serve your needs by always doing what is right*



Capt. Tom Dargy  
Bellevue Police Dept  
1510 Wall St  
Bellevue Ne 68005  
Office 402-682-6664  
FBI NA 253

November 29<sup>th</sup>, 2018

### **State Contract #15047**

- 2020 Ford Police Interceptor Utility Hybrid-- All Wheel Drive \$34,829
- 18' Full face wheel covers with metal clips-standard
- Deduct \$50 for cloth rear seats-vinyl rear
- Deduct \$99 LEDS on License plates
- Deduct \$99 LEDS on Push Bumper
- Deduct \$100 on 100 watt siren speaker
- Deduct \$300 on aux battery
- Add hidden door lock plungers: \$140 ✓
- Push Bumper—standard

Black exterior, vehicles keyed alike with full wheel covers.

Vehicle MSRP: \$42,350.00

**State Contract Price: \$34,321**

#### **Bobby Colclasure**

*Anderson Auto Group*

*Commercial & Fleet Director*

*2500 Wildcat Dr., Lincoln, NE 68521*

*Cell-402-617-4521*

**Because People Matter...**

We will serve your needs by always doing what is right.



LINCOLN



#### **LINCOLN NORTH**

2500 Wildcat Drive  
Lincoln, NE 68521  
402-458-9800

#### **LINCOLN SOUTH**

3201 Yankee Hill Road  
Lincoln, NE 68512  
402-464-0661  
(Opening Fall 2011)

#### **GRAND ISLAND**

120 Diers Avenue  
Grand Island, NE 68803  
308-754-1733

#### **ST. JOSEPH**

2207 North Belt Highway  
St. Joseph, MO 64506  
816-353-8000

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**15047 OC**

PAGE 1 of 5	ORDER DATE 10/22/18
BUSINESS UNIT 9000	BUYER JULIE SCHILTZ (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS:  AFL, LLC DBA ANDERSON FORD LINCOLN MERCURY MAZDA 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**OCTOBER 26, 2018 THROUGH OCTOBER 25, 2019**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5897 OF

Contract to supply and deliver 2019 or Current Production Year Police Midsize Utility Vehicle All Wheel Drive 5 Passenger as per the attached specifications, for the contract period October 26, 2018 through October 25, 2019. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

See attached Master Agreement Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: FORD PUV

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

Vendor Contact: Bobby Colclasure  
Phone: 402-617-4521  
E-Mail: bobbyc@andersonautogroup.com

(vc 10/22/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	POLICE MID SIZE UTILITY VEHICLE AWD 5 PASSENGER	20.0000	EA	28,834.0000

2019 or Current Production Year POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER

Minimum Wheelbase: 112.6"  
Minimum Engine Size: 3.7L

10/23/18

*[Signature]* 10/23/18  
BUYER  
*[Signature]* 10/23/18  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**15047 OC**

PAGE 2 of 5	ORDER DATE 10/22/18
BUSINESS UNIT 9000	BUYER JULIE SCHILTZ (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Minimum Tire Size: 18"			
	Make: FORD Model: PUV Series, Code, Trim Level: K8A, 500A, PUV Engine: 3.7L V6 EPA: 15/20/17 Delivery time after receipt of order (number/days): 90 MSRP as bid: \$35,610			
	The original manufacturer's statement of origin, a service authorization card and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
2	E85 POLICE MIDSIZE UTILITY VEHICLE AWD 5 PASSENGER	20.0000	EA	28,834.0000
	2019 Or Current Production Year E85 POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER			
	E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion.)			
	Engine: 3.7L V6 Make: FORD Model: PUV GVWR: N/A Series, Code, Trim Level: K8A, 500A, PPV EPA: 11/15/13 Delivery time after receipt of order (number/days): 90 MSRP as bid: \$35,610			
	The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
2020 3	OPTIONS ENGINE OTHER	20.0000	EA	5,995.0000
	SPECIFY ENGINE SIZE: 3.3L V6 2020 PUV.			
4	CLOTH REAR SEATS (DEDUCT)	20.0000	EA	-50.0000
5	COURTESY LAMP INOPERABLE (DEDUCT)	20.0000	EA	-10.0000

minus \$1700<sup>00</sup> for Gas engine.

  
BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD


State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**15047 OC**

PAGE 3 of 5	ORDER DATE 10/22/18
BUSINESS UNIT 9000	BUYER JULIE SCHILTZ (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
6	STANDARD PAINT ATTACH LIST AND IDENTIFY AS NO ADDITIONAL COST PAINTS. SEE ATTACHMENT.	20.0000	EA	0.0000
7	EXTRA COST PAINTS ATTACH LIST AND IDENTIFY AS EXTRA COST PAINTS. SEE ATTACHMENT.	20.0000	EA	0.0000
8	DEEP TINT GLASS ALL EXCEPT WINDSHIELD AND FRONT DOORS	20.0000	EA	375.0000
9	DRIVER SIDE SPOTLIGHT (DEDUCT)	20.0000	EA	-150.0000
<del>10</del>	<del>DUAL SIDE SPOTLIGHT</del>	20.0000	EA	625.0000
11	DOMES LIGHT (DEDUCT)	20.0000	EA	-25.0000
12	UNDER HOOD LIGHT (DEDUCT)	20.0000	EA	-10.0000
13	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.	20.0000	MI	450.0000
14	VERTICAL MOUNTED TWO CLEAR/WHITE LED MODULES MOUNTED AT A 45 DEGREE ANGLE TO FRONT OF VEHICLE ON PUSH BUMPER. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE(3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED. DEDUCT)	20.0000	EA	-99.0000
15	TWO CLEAR/WHITE LED MODULES. MOUNTED ON EITHER SIDE OF REAR LICENSE PLATE ON A LICENSE PLATE BRACKET FOR TWO(2) LIGHT HEADS. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED. DEDUCT)	20.0000	EA	-99.0000
16	100 WATT SIREN SPEAKER INSTALLED CENTERED ON PUSH	20.0000	EA	-100.0000

  
BUYER INITIALS

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Journal compilation © 2006 Blackwell Publishing Ltd

Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 4 of 5	ORDER DATE 10/22/18
BUSINESS UNIT 9000	BUYER JULIE SCHILTZ (AS)
VENDOR NUMBER: 503856	

895.0000  
BUYER INITIALS  
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# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**15047 OC**

PAGE 5 of 5	ORDER DATE 10/22/18
BUSINESS UNIT 9000	BUYER JULIE SCHILTZ (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	VINYL ON FRONT DOORS AND ROOF			

  
BUYER INITIALS

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

Date	8/14/18	Page	1 of 5
Solicitation Number	5897 OF		
Opening Date and Time	09/11/18	2:00 pm	
Buyer	JULIE SCHILTZ (AS)		

**DESTINATION OF GOODS**  
**MULTIPLE DELIVERY LOCATIONS**  
**PLEASE REFER TO DOCUMENTATION**  
**FOR DELIVERY ADDRESSES.**

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

X NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver 2019 Or Current Production Year POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

Disregard the Qty and Unit of Measure on the Invitation to Bid.

Refer to the Master Agreement Terms and Conditions for approximate units to be purchased. The Unit Price is equal to the Base Price before the Option Lines are calculated.

(vc 8/02/18)

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	POLICE MID SIZE UTILITY VEHICLE AWD 5 PASSENGER 2019 or Current Production Year POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER  Minimum Wheelbase: 112.6" Minimum Engine Size: 3.7L	1.0000	EA	<u>28,834</u>	<u>28,834</u>

## BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 90 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Bobby Colclasure  
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR#

VENDOR:

Address:

Anderson Ford  
2500 Wildcat Dr.  
Lincoln, NE 68521

Contact

Telephone

Facsimile

Email

Bobby Colclasure  
402-617-4521  
N/A  
bobbyc@andersonautogroup.com

# POWERFULLY EFFICIENT: THE FIRST-EVER PURSUIT-RATED HYBRID POLICE UTILITY ALL-NEW 2020 POLICE INTERCEPTOR® UTILITY¹

## STANDARD HYBRID AWD WITH NO TRADE-OFFS

**From power and performance, to capability and capacity, it's all about making the best-selling police vehicle in the U.S.² better than ever.**

Purpose-built for police duty, the next-generation Ford Police Interceptor Utility is outfitted with a state-of-the-art hybrid AWD powertrain for improved performance, along with significant potential fuel savings and lower CO<sub>2</sub> emissions. There are no trade-offs in passenger space, cargo space or safety measures. In addition to the enhanced police durability-cycle testing, it continues the got-your-back tradition of being 75-mph rear-impact crash-tested.

**At the forefront of helpful technology, this Police Interceptor Utility is equipped with Ford Telematics™ and Bluetooth® wireless connectivity as standard issue.** The built-in Ford modem is standard, along with a complimentary 2-year Ford Telematics subscription: It's a powerful, simple-to-use tool that delivers manufacturer-grade information, insights and solutions – including fuel savings, CO<sub>2</sub> emissions, vehicle health and more – right to your fingertips. In addition, officers can make and take calls with both hands on the wheel thanks to the standard Bluetooth configuration that features pass-through cell phone voice commands, which are initiated simply at the press of a steering wheel-mounted button. The more tech the mightier.

¹Available Summer 2019. ²According to Ford analysis of IHS Markit new vehicle registration data for full year 2017.



FORD FLEET

## RESPONSIVE TO YOUR RIGHT FOOT – AND BUDGET

The all-new 2020 Police Interceptor® Utility – that comes standard as a hybrid electric vehicle (HEV) with AWD – offers significant potential fuel savings. Its lithium-ion hybrid battery can provide added benefits when considering the unique idling demands of day-to-day police use.

**While driving.** Police Interceptor Utility (standard HEV AWD) projected fuel economy compares favorably against the Police Interceptor Utility (3.7L AWD).

### PI Utility (3.7L AWD)

**20,000** miles driven per year  
**+17 mpg** (EPA-estimated combined rating)<sup>1</sup>  
**=1,176** gallons of fuel consumed per year

### All-New PI Utility (standard HEV AWD)

**20,000** miles driven per year  
**+24 mpg** (projected EPA-estimated combined rating)<sup>2</sup>  
**=833** gallons of fuel consumed per year

The all-new PI Utility (standard HEV AWD) potentially saves **343** gallons of fuel per year, per vehicle.

**While stopped.** Even when not in motion, police vehicles must constantly keep their engines running to power electrical equipment. Ford data shows that police vehicles spend approximately 61% of each shift at engine idle. This equates to roughly 4.9 hours of every 8-hour shift. The Police Interceptor Utility (standard HEV AWD) reduces engine idle time by powering the high electrical loads of a police vehicle with its lithium-ion battery. So the engine runs less – intermittently called upon to top off the battery.

### PI Utility (3.7L AWD)

**4.9** hours idling per 8-hour shift  
**x .465** gallons of fuel consumed per hour<sup>3</sup>  
**x 2** shifts per day  
**x 365** days per year  
**=1,663** gallons of fuel consumed per year

### All-New PI Utility (standard HEV AWD)

**4.9** hours idling per 8-hour shift  
**x .204** gallons of fuel consumed per hour<sup>3</sup>  
**x 2** shifts per day  
**x 365** days per year  
**=730** gallons of fuel consumed per year

The all-new PI Utility (standard HEV AWD) potentially saves **933** gallons of fuel per year, per vehicle.

**In summary, the all-new 2020 Police Interceptor Utility (standard HEV AWD) potentially saves:**

- An estimated **343** gallons of fuel per year while driving.
- (+) An estimated **933** gallons per year saved while vehicle is at idle.
- (=) An estimated **1,276** total gallons saved per year.

That's **\$3,190** in potential savings per year, per vehicle. (Assuming an example gas price of \$2.50 per gallon.)  
 And a potential **22,560 lbs.** of CO<sub>2</sub> output<sup>4</sup> reduced per year, per vehicle.

Visit [fordpoliceinterceptor.com](http://fordpoliceinterceptor.com) to calculate your own agency's potential savings.

<sup>1</sup>EPA-estimated rating of 17 combined mpg. Actual mileage will vary. <sup>2</sup>Projected EPA-estimated rating of 24 combined mpg. Actual mileage will vary. Final EPA-estimated ratings not yet available. <sup>3</sup>Idle Fuel Consumption estimates are based on fuel flow measurements taken during 2 hours of continuous idling. Vehicles were driven for 18 miles at highway speeds prior to idling. Idle testing was conducted in an indoor facility at 73°F. The following vehicle accessories were activated during the test: Climate Control A/C, set to full cool condition; Vehicle audio system, set to 30% of maximum volume. An electrical power draw load box drawing 32 amps was also connected to each vehicle's 12-volt battery to simulate the following estimated Police accessory loads: Emergency Lights (est. 25 amps); Laptop Computer (est. 3 amps); Police Radio (est. 4 amps). Additional testing details are available at [ford.to/2H9qBEf](http://ford.to/2H9qBEf). <sup>4</sup>Burning a gallon of E10 ethanol fuel produces about 17.68 pounds of CO<sub>2</sub> emitted from the fossil fuel content, according to data provided by the U.S. Energy Information Administration (<http://ford.to/eiareport>). <sup>5</sup>Available feature. <sup>6</sup>Do not use for pursuit while towing. <sup>7</sup>Volumes are rounded down to the nearest whole number.

## MUST-HAVE OPTIONAL EQUIPMENT

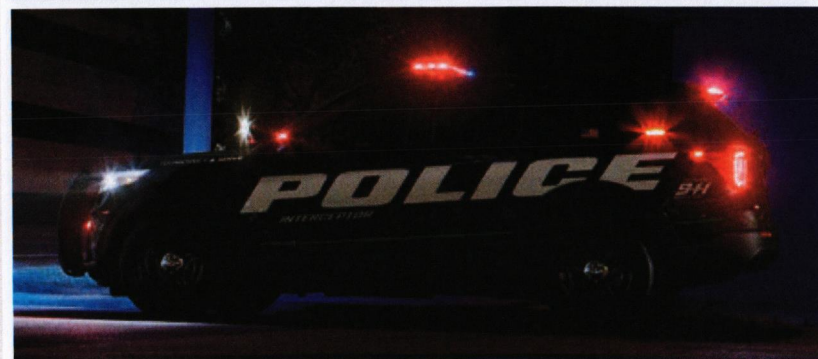
**Utilizing 270-degree monitoring of movement outside the vehicle, Perimeter Alert<sup>5</sup> is an enhanced version of Surveillance Mode.** It analyzes motion to determine if the behavior is a potential threat; a visual display in the center stack shows moving objects, the motion trail and threat level. If the system detects suspicious behavior, a chime sounds, windows roll up and doors lock. Add to the mix with Rear Camera On Demand<sup>5</sup>, which can be manually activated at a moment's notice. Pre-Collision Assist with Pedestrian Detection, including Forward Collision Warning and Automatic Emergency Braking<sup>5</sup>, acts in the name of officer safety. A Class III Trailer Tow Lighting Package<sup>5,6</sup> is also now offered. Plus, a heavy-duty AGM battery<sup>5</sup> (92 amp-hr, 900 CCA) handles hundreds of charge-discharge cycles. These are just a few of the new helpful features.

## CAPACITIES<sup>7</sup>

	PI Utility (3.7L AWD)	All-New PI Utility (standard HEV AWD)
Passenger volume	118 cu. ft.	118 cu. ft.
Cargo volume – Behind 1st row	85 cu. ft.	89 cu. ft.
Behind 2nd row	48 cu. ft.	50 cu. ft.
Total interior volume	166 cu. ft.	168 cu. ft.
Seating	5	5

## JOIN THE FORD ELECTRIFICATION RANKS

**The all-new 2020 Ford Police Interceptor Utility (standard HEV AWD) comes hot on the heels of a pair of all-new 2019 Ford police hybrid vehicles: the Police Responder™ Hybrid Sedan and Special Service Plug-In Hybrid Sedan.** Like the Police Interceptor Utility, the Police Responder Hybrid Sedan is pursuit rated; the Plug-In Hybrid Sedan is intended for specialized, non-pursuit applications.



Printed in the USA. Please recycle.

[fleet.ford.com](http://fleet.ford.com)

Vehicles shown are preproduction models. • Vehicles shown may contain optional or modifier-installed equipment. • Ford Motor Company reserves the right to change product specifications at any time without incurring obligations. • The Bluetooth word mark is a trademark of the Bluetooth SIG, Inc. • ©2018 Ford Motor Company 20FLTHC

Just the facts: [fordpoliceinterceptor.com](http://fordpoliceinterceptor.com)



**Tony Gratson**  
Government Sales Manager  
North American Fleet, Lease & Remarketing Operations

16800 Executive Plaza Drive  
MD 6N-1A  
Dearborn, MI 48126

October 25, 2018

**To:** All Ford Government and Law Enforcement Customers

**Subject:** Police Interceptor (PI) Utility, Police Responder Hybrid Sedan, F150 Police Responder, and Special Service Vehicle (SSV) Update

The following provides the latest information on the 2020 MY PI Utility, Police Responder Hybrid Sedan, SSV Plug-in Hybrid Sedan, F150 Police Responder, and Transit Prisoner Transport Vehicle (PTV).

**Police Interceptor - #1 Police Vehicle Brand**

- Market share is over 67% - 2018 calendar year-to-date.
- PI Utility is the most purchased police vehicle in the industry – outselling all other police vehicles combined.

**2019 Police & Special Service Vehicles Brochure**

- The brochure contains information on safety, comfort, durability, parts commonality, performance and optional equipment and packages for the PI Utility, Police Responder Hybrid Sedan and F150 Police Responder.
- A section on other models available for special service use including the Plug-in Hybrid Sedan, Expedition, F150, Transit Vans and more is also included.
- The Police Advisory Board members, who provide input to help with vehicle equipment and design, are listed on the inside back cover and act as liaisons and resources to law enforcement agencies.
- The back cover has contact information for Ford Motor Company Government Sales, Ford Credit and Ford Fleet Customer Service personnel that support government and law enforcement customers.
- There is a downloadable Police & Special Service Vehicles Brochure and more information at [https://www.ford.com/cmslibs/content/dam/brand\\_ford/en\\_us/brand/resources/general/pdf/brochures/2019\\_Police\\_Brochure.pdf](https://www.ford.com/cmslibs/content/dam/brand_ford/en_us/brand/resources/general/pdf/brochures/2019_Police_Brochure.pdf)

**Note:** The final order due date for the 2019 MY PI Utility was 9/21/18.

**2020 MY Police Interceptor (PI) Utility (All-New – Now Accepting Orders)**

- Purpose-built for law enforcement applications, the next-generation Ford PI Utility comes standard with a state-of-the-art hybrid AWD powertrain for improved performance, along with significant fuel savings (\$3,800 per vehicle/per year at \$3.00 per gallon – see multi-year chart below) savings and lower CO2 emissions compared to 3.7L AWD offering.
- There are no compromises in passenger space, cargo space or safety. In addition to the enhanced police durability-cycle testing, it continues the unique distinction of being the only pursuit-rated vehicle designed and engineered for the 75-mph rear-impact crash standard. All other vehicles only meet the 50 mph federal standard.
- A built-in Ford modem is standard, along with a complimentary 2-year Ford Telematics subscription. It provides a powerful, simple-to-use tool that delivers manufacturer-grade information, insights and solutions – including fuel savings, CO2 emissions, vehicle health and more.
- **New Standard Features (over \$2,000 value compared to 2019 MY):**
  - Ford Modem with 2-year complimentary Ford Telematics, Bluetooth capability with cellphone pass-through voice commands
  - LED low and high beam headlamps with factory-integrated wig-wag and pre-drilled holes for user-installed warning strobes
  - 4-user configurable steering wheel mounted switches
  - Class III Trailer Tow Receiver (up to 5,000 lbs.)
  - Dual-Zone Electronic Temperature Control
  - Tilt and Telescoping Steering Wheel
  - Automatic on/off Headlamps
  - Deep Sand/Snow Traction Control

- **New Available Features:**

- Factory-installed Police Perimeter Alert System that monitors approximately 270-degrees of movement outside of the vehicle and springs into action when threatening behavior is detected
- Rear Camera On-Demand
- Pre-Collision Assist with Forward Collision Warning and Automatic Emergency Braking (\$145 MSRP – includes a unique temporary disable switch for law enforcement)
- Trailer Tow Lighting Package
- Heavy Duty AGM 12V Battery (92 amp-hr., 900 CCA).

The following shows the fuel savings benefit of the 2020 MY PI Utility AWD Hybrid versus the 3.7L PI Utility AWD assuming 20,000 miles per year and 60% idle time over two 8-hour shifts per day.

Fuel Cost/ Gallon	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
<b>\$3.00</b>	\$3,800	\$7,600	\$11,400	\$15,200	\$19,000	\$22,800
<b>\$3.50</b>	\$4,500	\$9,000	\$13,500	\$18,000	\$22,500	\$27,000
<b>\$4.00</b>	\$5,100	\$10,200	\$15,300	\$20,400	\$25,500	\$30,600
<b>\$4.50</b>	\$5,700	\$11,400	\$17,100	\$22,800	\$28,500	\$34,200

**Note:** Visit [www.fordpoliceinterceptor.com](http://www.fordpoliceinterceptor.com) for calculation details and to calculate your own agency's potential savings.

#### 2020 MY PI Utility (PIU) – Michigan State Police Vehicle Test Results

- PIU with the 3.0L EcoBoost engine.
  - Fastest 0-60 and 0-100 mph times, fastest lap and fastest average lap of all vehicles tested, including smaller V8 powered sedans.
  - Top speed was 150 mph, the fastest of any vehicle tested.
- PIU with the standard 3.3L AWD hybrid powertrain (HEV).
  - Fastest 0-100 time, fastest lap and fastest average lap of all Utility vehicles tested, including those with V8 engines (excluding PIU 3.0L EcoBoost).
  - Top speed was 137 mph, the fastest of all Utility vehicles tested, including those with V8 engines (excluding PIU 3.0L EcoBoost).

#### 2019 MY Police Responder Hybrid Sedan

- The all-new 2019 MY Police Responder Hybrid Sedan is the first pursuit-rate hybrid to market. Purpose-built for the police duty cycle, is outfitted in the heavy-duty, upfit-friendly style of the Police Interceptors.
- This forward thinking hybrid is optimized for local patrol and has a projected EPA-estimated rating of 40 mpg City (saves an estimated \$4,200 in fuel savings per year/per vehicle – see multi-year chart below).
- Ford Telematics is standard. All Police Responder Hybrid Sedans come with a built-in Ford modem and 2-year complimentary Ford Telematics subscription.
- The Police Responder Hybrid Sedan reduces engine idle time by powering its electrical load with the lithium-ion battery; the engine is only required intermittently to top off the battery.

The following shows the fuel savings benefit of the Police Responder Hybrid Sedan versus the PI Sedan with standard 3.7L AWD, assuming 20,000 miles per year and 60% idle time over two 8-hour shifts per day.

Fuel Cost/ Gallon	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
<b>\$3.00</b>	\$4,600	\$9,200	\$13,800	\$18,400	\$23,000	\$27,600
<b>\$3.50</b>	\$5,400	\$10,800	\$16,200	\$21,600	\$27,000	\$32,400
<b>\$4.00</b>	\$6,200	\$12,400	\$18,600	\$24,800	\$31,000	\$37,200
<b>\$4.50</b>	\$7,000	\$14,000	\$21,000	\$28,000	\$35,000	\$42,000

**Note:** Visit [www.fordpoliceresponder.com](http://www.fordpoliceresponder.com) for more details and to calculate your own agency's potential savings.

### **2019 MY SSV Plug-in Hybrid Sedan**

- The all-new 2019 MY Special Service Vehicle (SSV) Plug-in Hybrid Sedan is the first Ford plug-in hybrid police vehicle to market. It is aimed squarely at specialized, non-pursuit applications like detective, investigation and administrative.
- The EPA-estimated all-electric rating is 25 miles – patrol in this all-battery mode at speeds up to 85 mph. When you surpass the estimated 25 miles, the vehicle seamlessly transition into gasoline-electric hybrid mode.
- While in the gasoline-electric hybrid mode, the estimated EPA rating is combined 42 mpg with a projected EPA-estimated range of 610 miles.

### **2019 MY F150 Police Responder**

- The all-new 2019 MY F150 Police Responder is the first-ever pursuit rated pickup truck in the market, providing the highest horsepower and torque of any pursuit-rated police vehicle.
- The standard 3.5L EcoBoost engine is paired with a 10-speed SelectShift automatic transmission and produces 375 horsepower and 470 lb.-ft. of torque.
- The vehicle offers the most interior passenger volume of any pursuit-rated police vehicle with 131.8 cu. ft. In addition, the vehicle comes standard with a column shifter, heavy-duty cloth seats with reduced bolsters for comfort with a duty belt and anti-stab plates in seat backs, and vinyl flooring and rear seat for easy cleaning.
- Upgraded brake calipers and unique brake pad-friction material deliver necessary performance. In addition, the 18" 6-spoke machined aluminum wheels wrapped in Goodyear Wrangler tires with all-terrain traction help to conquer severe environments.
- FX4 off-road package content is standard and includes off-road tuned shock absorbers and underbody skid plates. The rear axle is electronic locking, and there is the added benefit of Hill Descent Control.

**Note:** Crown North America is providing police equipment options for the new 2019 MY F150 Police responder and the F150 Special Service Vehicle (SSV). For additional information go to [www.crown-na.com](http://www.crown-na.com).

### **2019 MY Transit Prisoner Transport Vehicle (PTV)** (go to <http://www.fleet.ford.com/showroom/police-vehicles/> for more information)

- The Built Ford Tough RWD line-up can be compartmentalized and customized with heating, cooling, lighting, surveillance cameras and more.
- Unibody construction with choice of three roof heights, lengths, and powertrains (including EcoBoost and diesel options).
- CNG/Propane Gaseous Engine Prep Package conversion and flex-fuel capability available with the 3.7L Ti-VCT V6 engine.
- Maximum payload rating of up to 4,650 lbs.

### **Modifiers Guide and Technical Training**

- To access modifiers guides or information on technical training on Ford Police Vehicles go to <https://fordbbas.com/vehicleModel/PoliceVehicle>

### **Vehicle Special Order (VSO)** (go to <http://www.fleet.ford.com/showroom/police-vehicles/> for more information)

- Customers with questions regarding VSO should contact their local Ford dealer or the Ford Customer Information Center (FCIC) at 1-800-34-FLEET.

### **Ford Credit Municipal Finance Program** (go to <http://www.fleet.ford.com/showroom/police-vehicles/> for more information)

- Given today's budget constraints, discovering Municipal Lease/Purchase Financing could be of significant help in acquiring the essential equipment needed for your fleet (when you need it) – without the major cash outlays or long-term debt obligations. Financing options include;
  - Non-appropriation clauses, flexible payment terms (24, 36, 48, 60), flexible repayment schedules (monthly, quarterly, semi-annual and annual)
  - ESP, equipment and accessories may be included in amount financed
- The Ford Credit Municipal Finance Team stands ready to assist you with structuring a plan and answering any questions you may have. They can be reached at 1-800-241-4199 or you can visit them online at [www.fordcredit.com/municipal-finance](http://www.fordcredit.com/municipal-finance)

## **Fleet Service Operations**

- **Benefits of using Ford Parts Cataloging and on Line Shopping ([www.fordparts.com](http://www.fordparts.com)):**
  - Complete Original Equipment (OE) catalog featuring VIN-filtering
  - One-stop shop for Ford, Motorcraft, Omnicraft parts and Ford Accessories
  - High-quality parts images, line-art diagrams and detailed descriptions
  - Live chat and full service call center to help Fleet customers find the right parts
  - Upload and save a list of VIN's for the ability to search with VIN accuracy
  - Set parent/child purchasing relationships inside the fleet organization using "My Buyer" features
  - Accept sponsorship from your preferred dealer for your 1:1 pricing and fulfillment options
- **Motorcraft:** Nothing beats the original. Trust only Ford and Motorcraft parts, available exclusively through your Ford dealership ([www.motorcraft.com](http://www.motorcraft.com)).
- **Ford Fleet Care:** Pay one monthly consolidated bill for maintenance, repair and parts needs for Fleets of all sizes. Apply now at [www.fleetcare.ford.com](http://www.fleetcare.ford.com).
- **Quick Lane:** With over 700 convenient location nationwide, Quick Lane can handle maintenance and light repair work on all makes and models using competitive part pricing (new tires, oil change, air conditioning repair, etc.). No appointment necessary. For additional information visit <http://www.quicklane.com>.

## **Crown North America – Police Interceptor Ship-Through**

- Crown North America, industry leading vehicle integration specialists, operates an upfit operation located near the Police Interceptor assembly plant. This ship-through facility is available to support your vehicle upfitting needs.
- For additional information call 1-800-585-1774 or go to [www.crown-na.com](http://www.crown-na.com).

## **2019 MY First Responder Appreciation Program**

- "First Responder Appreciation Cash" is available exclusively for active Police, Fire and EMT's.
- This program provides Police, Fire and EMT's and members of their household an additional \$500 cash bonus toward the purchase or lease of an eligible Ford or Lincoln vehicle.
- Bonus cash can be combined with most publicly offered incentives.
- Verification is required and some exclusion's do apply.
- For additional information go to <https://www.fordspecialoffer.com/firstresponders/>

The Ford Government Sales Department and our Ford dealers are here to serve you. If you have any questions, please contact your local Ford dealership, call the Ford Fleet Customer Information Center (FCIC) at **1-800-34-FLEET (Option #2)**, or the appropriate person listed on the back of the brochure or me.

Thank you for purchasing Ford vehicles. Ford Motor Company is committed to the government and law enforcement industries and our police vehicle legacy continues with the Police Interceptor Utility and new additions including the Police Responder Hybrid Sedan and F150 Police Responder. If you need any assistance, please let us know. We look forward to serving you.

Sincerely,

Tony Gratson  
[tgratson@ford.com](mailto:tgratson@ford.com)  
313-390-1041



City of Bellevue  
Fleet Maintenance Department  
2012 Betz Road • Bellevue, Nebraska 68005 • (402) 293-3129

## **MEMORANDUM**

**To:** Tom Dargy  
**From:** Todd Jarosz  
**Subject:** Vehicle Replacement  
**Date:** 12/4/18

After reviewing the Police Department's inventory list of marked cruisers vehicles, it is my recommendation that the following list of vehicles be replaced. My recommendation is made by the vehicles meeting or exceeding the vehicle replacement criteria and with further physical inspection. We are also getting into parts not available for the Crown Vics.

PO604- 2010 Ford Crown Vic, Miles 91067  
PO605- 2012 Dodge Charger, Miles 84485  
PO606- 2012 Dodge Charger, Miles 85548  
PO608- 2012 Dodge Charger, Miles 92665  
PO609- 2012 Dodge Charger, Miles 96426  
PO613- 2008 Ford Crown Vic, Miles 88122  
PO614- 2008 Ford Crown Vic, Miles 91401  
PO620- 2012 Dodge Charger, Miles 94688  
PO628- 2012 Dodge Charger, Miles 88557  
PO631- 2012 Dodge Charger, Miles 94154  
PO635- 2009 Ford Crown Vic, Miles 97001  
PO641- 2008 Ford Crown Vic, Miles 100611  
PO701- 2008 Ford Crown Vic, Miles 85548

Thank you,

Todd Jarosz  
Fleet Superintendent  
City of Bellevue

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12e  
12-10-18

COUNCIL MEETING DATE:	12/10/2018	AGENDA ITEM TYPE:	
SUBMITTED BY:  Jeff Roberts, Public Works Director Epiphany Ramos, WW Manager		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

East Lift Station and Force Main Project

SYNOPSIS:

Request approval of the low, responsive responsible bidder for the East Lift Station and Force Main Project.

FISCAL IMPACT:

\$1,705,631.60 Base Bid Plus Alternate No. 2 -\$88,238.70 = \$1,617,392.90

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

\$1,617,392.90  
CIP WW 19(1) \$1,700,000

RECOMMENDATION:

Approve the low bid from Neuvirth Construction, Inc. in the amount not to exceed \$1,617,392.90 for the East Lift Station and Force Main project and approve the Mayor to sign the contract.

BACKGROUND:

This project is for the construction of a new lift station and force main. The current system is not adequate and is need of replacement.

ATTACHMENTS:

- 1 Contract
- 2 Bid Tab
- 3 Map of Location

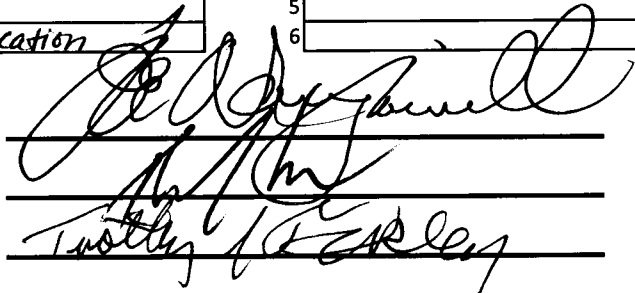
- 4
- 5
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 10<sup>th</sup> day of December 2018 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Neuvirth Construction ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the **EAST LIFT STATION AND FORCE MAIN PROJECT** ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed One Million Six Hundred Seventeen Thousand Three Hundred Ninety-Two Dollars and Ninety Cents (\$1,617,392.90) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such

evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance

Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

- a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.
- b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.
- c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).
- d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.
- e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.
- f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue  
Public Works Department  
Attn: Jeff Roberts  
1510 Wall Street  
Bellevue, NE 68005  
Fax No.: (402) 293-3173

With a copy to:

Patrick J. Sullivan  
Bellevue City Attorney  
1246 Golden Gate Drive, Ste. 1  
Papillion, NE 68046-2843  
Fax No.: (402) 339-0401

If to Contractor:

Frank Neuvirth, President  
Neuvirth Construction, Inc.  
7386 County Road P35  
Blair, NE 68128  
Phone No. (402) 455-2255

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Jeff Roberts, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor 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. 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
City Clerk

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **EXHIBIT “A”**

### **SPECIFICATIONS**

The Work shall consist of furnishing of labor, materials, usage of contractor's equipment, plant, and all else necessary to complete **“EAST LIFT STATION AND FORCE MAIN PROJECT”**, as specified in the plans and specifications in the City's request for proposals and Notice to Bidders.

## **EXHIBIT "B"**

### **COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT**

#### ***EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT***

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

#### ***EQUAL EMPLOYMENT OFFICER***

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

## ***NON-DISCRIMINATORY RECRUITING***

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

## ***CONTRACTS AND CONTRACTORS***

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

# BELLEVUE PUBLIC WORKS DEPARTMENT

**PROJECT:** East Lift Station and Force Main  
**DATE:** November 28, 2018  
**TIME:** 10:00 a.m.

[illegible]

Contract Drawings For

# City of Bellevue

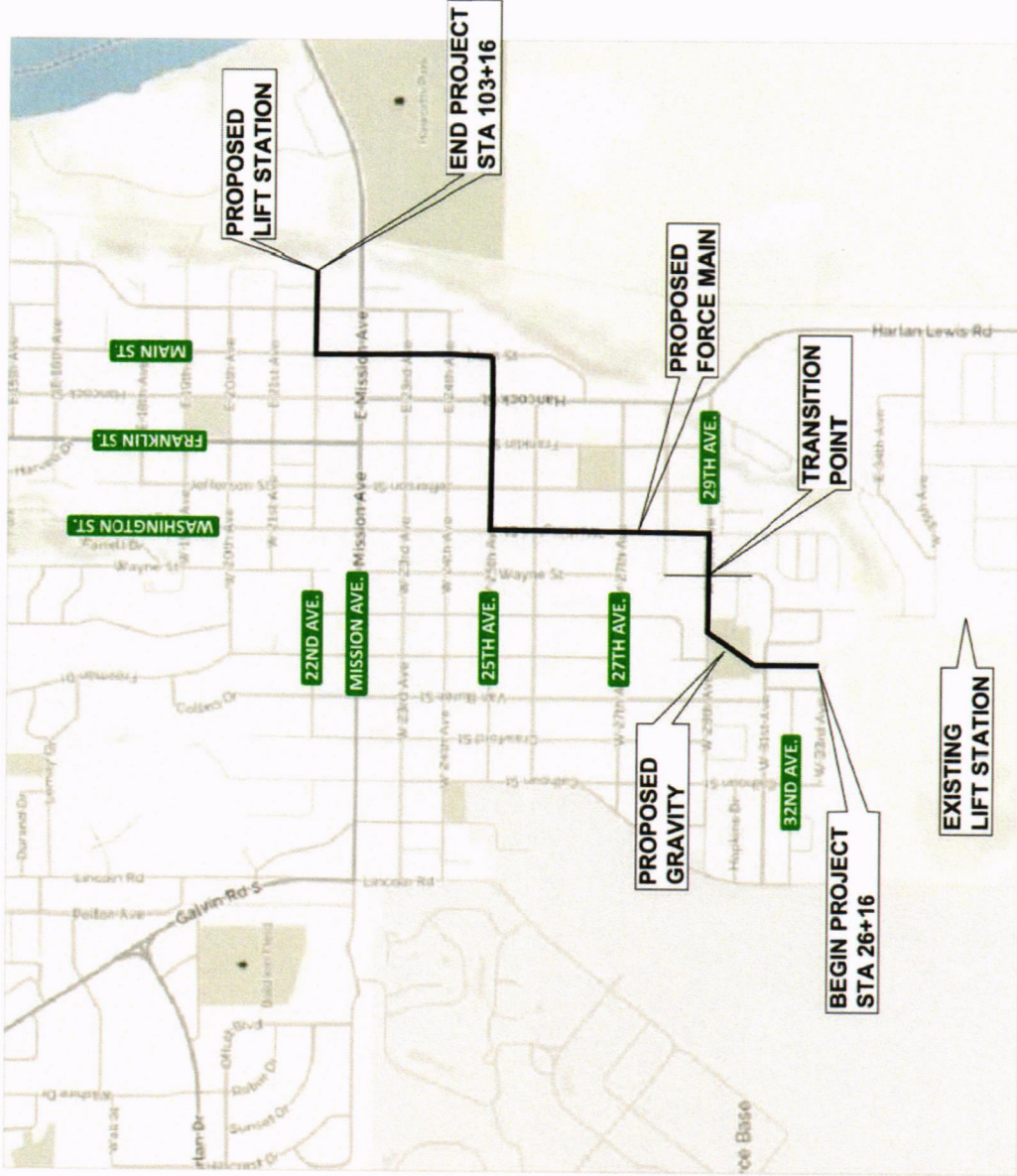
## East Lift Station and Force Main

Civil/Structural/Process/  
Electrical/Instrumentation

Project No.  
10060166

Bellevue, Nebraska  
November, 2018

## Issued for Bid



Location Map 



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

## **Administrative Services Department Activity 11/ 21 – 12/5 - 2018**

### **Administrative Services Director**

- FMLA case management (9)
- Prepare biweekly activity report
- Work with R & A committee meeting to plan Employee Holiday luncheon.
- Communication with NDOT on problematic new bus specifications and ordering of 2018 bus. (continued)
- Leadership Team meeting
- Conduct new hire orientation (1)
- Conduct interviews for Human Service Manager
- Prepare training outline for Human Service Manager
- Attend Coordinated Transit Committee meeting
- Attend Bellevue Senior Center Board meeting
- Review files and disseminate transitional information to staff in preparation of retirement departure.
- Updating ADA Transition Plan and website content (continued)
- Monitor Key Position profiles for the Succession Plan. (continued)
- Last day in office is 12/14/18.

### **Human Resources Manager**

- Employee Matters Under Review (3)
- UltiPro Case Management (11 cases open/reviewed/closed)
- W-2 setup review
- Councilmember/Mayor orientation
- Life event and Open Enrollment module kickoff
- Payroll processing SOP creation/training
- Holiday party assistance
- Year-end setup review and corrections
- Employee HRIS maintenance
- UltiPro ACA Services Setup and implementation/audit and backfill data
- 1095-C forms audit and system corrections
- Payroll processing 11/30 payroll

**As per your request the following is a synopsis of the day to day activity performed by the HR Coordinator and Personnel Technician:**

**Record Management:**

Prep, Input and Record Payroll Changes for processing for November 30<sup>th</sup> payroll  
Processed Address Changes – 5                      Name Change - 0  
Travel & Training Requests Processed 17                      Narratives Received - 6  
Miscellaneous Copies and Secretarial work for Admin Svcs. Director to include revisions to job descriptions. Prepare and process all of Human Service, Administrative Service and HR Requisitions. Advertise, accept and process applications for the various Department Heads.  
Recorded Performance Evaluations –5                      Verifications of Employment – 5  
Performed Random Drug and Alcohol Testing on CDL Required Drivers

**Applicants/Recruitment:** Regret letters for Property & Evidence Technician, Library Clerks, Wastewater Maintenance Worker

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

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

**Benefit Administration:**

Conducting open enrollment for health, dental and vision due to close December 7<sup>th</sup>.  
COBRA Notices – 1  
Retirement Enrollment/Rollovers - 1                      Retirement Payout/Withdrawal - 1  
Processed 457 Transfers/Enrollments/Changes - 3  
Beneficiary Changes - 0                      QDRO - 0  
Processed New or changes to Principal Loan – 1  
Open Enrollment for TASC 2019 completed, balanced and uploaded  
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 all files and data base with new amounts for voluntary life insurance and created new census for Met Life  
Updating all files and data base with new Life and AD&D amounts due to increases last year and creating census for new billing.  
Updating all files and data base with new LTD amounts and creating census for new billing 2019  
Auditing all beneficiaries for retirement and life ongoing

**Payroll Administration:**

Prep, E-Verify and Process New Hires - 3  
Background Checks - 0  
Medical Testing for New Employees - 0  
Salary authorizations sheets sent to supervisors, directors and City Administrator in preparation for payroll increases.  
Audited TASC payroll verification and sent PVR and finalization to finance  
Input into new system (Ulti) new employees - 1

**Reports:**

Prepared Activity Report for HR Manager

**On-Going Projects:**

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.  
Continuous auditing benefit deductions for new payroll software

**Training:**

**Civilian Retirement Committee:** Conducted quarterly review meeting with all committee members and advisors on November 20<sup>th</sup>. Will continue planning on our next education workshops for 2019.

**Payroll Specialist**

- Usual payroll processing duties
- All uploads for Retirements
- All comp time for all Fire, Police, Exempt and Civilians figured and added to payroll.
- FLSA overtime for Firefighters computed
- All garnishments, liens and child support.
- All unions and other associations dues that are taken from members pay, sent to various banking institutions.
- Preparing for yearend procedures

**HUMAN SERVICE PROGRAM SPECIALIST 2 WEEK REPORT  
November 1st-30th**

**FINANCIAL ASSISTANCE**

OPPD 4  
Rent 7  
MUD 0  
BH 0  
CR 0  
HAP (after sign-up) 4  
**TOTAL= 15**  
**TOTAL NO SHOWS= 5**

**FOOD PANTRY**

**TOTAL= 2**

**MEETINGS**

BMA...11/8, 11/15, 11/29  
Management Training...11/1  
Sign-Ups...11/5, 11/7, 11/10  
Homeless Solutions....11/27

**Specialized Transportation Service**

- Passenger Boardings – 310
- Miles traveled – 2,320
- New clients registered – 4



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

December 5, 2018

From: Sabrina Ohnmacht, City Clerk

RE: Information for Administration Report

Participated in the new Mayor and Council Members orientation on November 26, 2018.

Susan and I will be sitting at the “Guess How Many?” table during the Holiday Luncheon on December 6<sup>th</sup>.

Weather permitting, Susan and I will be attending the December meeting of the Southeast Area Clerks Association in Hickman on the 13<sup>th</sup>.

Annual renewals of Tobacco Licenses, Occupational Tax stickers/vending machines, and Waste Hauler permit letters have been sent out. These renewals are all due by the end of the year.

At the January 14<sup>th</sup> meeting, I will be submitting a proposal for recodification from American Legal Publishing Corporation. This will provide for new, updated City Code books and an updated web portal of the Codes.

Day to day tasks, as usual.

*Merry Christmas and Happy New Year to all!!!!*





## CITY OF BELLEVUE FINANCE DEPARTMENT

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

### Bellevue Finance Department Status Report December 10, 2018

#### **ACCOUNTING AND FINANCE**

- Preparing for annual audit fieldwork beginning December 10<sup>th</sup>
- Treasury management; Deposit confirmations, Researched undocumented cash receipts
- Issued payments for approved expenses
- Payroll downloads / imported into general ledger
- Reclass/Transfer expenses between departments; worked extensively with PW departments
- October bank reconciliations
- Adjusted rights to approved used in Abila system
- Authorized CDBG reimbursement
- Researched bills on minute record
- Met with several departments to update forecast
- Updated capital forecast and budget forecast file
- Worked on SEFA schedule for audit
- Processed credit card transactions and reconciled statements
- Reviewed PR Retirement accounts with Jeanne in HR
- Documentation to move CDBG account to ANB
- Paid Maturing Bond Principal and Interest (routine-June and December)
- AP Review
- Rescue Fees
- Lease entries
- Monthly tax reports

#### **CDBG:**

- Submitted final 2018 environmental review report in HEROES and distribute notices of availability in preparation for final council approval.
- Continue development of draft subrecipient agreements and research requirements for interdepartmental agreements for 2018 CDBG projects.
- Completed environmental review for three project location with the Critical Housing Rehabilitation program.
- Prepared and distributed notices for expiration of 2016 subrecipient agreements to organizations and prepare procedures for project review and close out for any remaining balances.

## **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
- New Hire Orientation: 1 full-time
- Training: Webinar on PTSD in First Responders
- Conferred with legal and insurance carrier on liability claims
- Submitted to the State of Nebraska, Self-Insurance Certification Application

### **Safety Inspector:**

- Secured PPE for employees
- Reviewed and organized safety boot requests and receipts
- Inspected Parks in Ward 2; submitted report on all safety hazards
- Random safety checks on public works shops and vehicles throughout the City
- Conducted all duties associated with surplus equipment auction
- Total surplus sales as of December 3, 2018: **\$324,059.45**

Respectfully submitted,

Rich Severson  
Finance Director, City of Bellevue



## 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:** 11/27/2018

- The Bellevue Public Library will kick off its annual Holiday Music Series with a performance by the Celtic Boulevard on Wednesdays, Nov. 28, at 12 noon. Other performances in the series include those by the Bellevue East jazz ensemble on Dec. 5, by Bellevue East's Take II varsity show choir and E. Street vocal jazz group on Dec. 6, by the Ring of Flutes on Dec. 12, by Bellevue West's West Connection show choir and Project 424 a cappella group on Dec. 13, and by the Bit of Bronze handbell group on Dec. 19. All programs begin at 12 noon. The public is encouraged to bring their lunches to these free events; coffee and cookies will be provided.
- The Young Adult Department of the library is again sponsoring an American Red Cross Babysitting Certification Course. Registration for the course, which is limited to a maximum of 20 students, opened on Nov. 14. The course will be held on Saturday, Dec. 29, from 9 a.m. to 4:30 p.m. and is for ages 11 to 18.
- The Adult Services Department sponsored a mini Thanksgiving Parade contest for its patrons leading up to the holiday. Participants were invited to build their own Macy's Day Parade floats using a Kleenex or shoe box. Prizes were to be awarded for entries by individuals under 12 years of age, by a family/team, and by individuals over 12 years old. Winners will be announced Nov. 28.
- The Bellevue Library Foundation is holding its Fall Book Sale Nov. 24 through Dec. 2. During the sale, the public can purchase sale items at \$5.00 for a paper grocery bag full or pick up individual items for half price. Proceeds from the sale are used by the Foundation to support library programs and services.
- The Steering Committee working on the site feasibility project for the library met on Nov. 20. Among the items discussed were conceptual massing adjacencies for single-level and two-level options and site development.



## 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:** 12/4/2018

- Close to 200 persons attended the first performance in the Bellevue Public Library's annual Holiday Music Series on Nov. 28, featuring the Celtic Boulevard ensemble. Performances continue in the series with the Bellevue East jazz ensemble on Dec. 5, with Bellevue East's Take II varsity show choir and E. Street vocal jazz group on Dec. 6, with the Ring of Flutes on Dec. 12, with Bellevue West's West Connection show choir and Project 424 a cappella group on Dec. 13, and with the Bit of Bronze handbell group on Dec. 19. All programs begin at 12 noon. The public is encouraged to bring their lunches to these free events; coffee and cookies will be provided.
- Over 110 people attended the Holly Jolly Holidays celebration at the library on Sunday, Dec. 2. The public was invited to come in from the cold and warm up with cocoa and other refreshments and to make a variety of winter/holiday related crafts to take home. There were craft stations for all ages with many families working on crafts together. This was a joint project between the Adult, Young Adult, and Children's departments.
- Seventeen young adults attended the first meeting of a new Anime & Manga club. Anime refers specifically to animation from Japan or as Japanese-disseminated animation style often characterized by colorful graphics, vibrant characters and fantastical themes. "Manga" is a term used outside Japan to refer to comics originally published in Japan.
- The Children's Department held an Art Attack craft session on Nov. 28. Art Attack is geared toward children in Grades 4-6. In this session making Clay Leaf Prints, participants used silk leaves and pressed them into clay before baking them and painting them with autumn colors.
- Patrons enjoyed making "sandwich" puppets during a craft program by the Adult Services Department on Nov. 26. Crafters formed bread, cheese, etc., and used ping-pong balls for the puppets' eyes in making their fun creations.



## City of Bellevue

Office of the Planning Department

**To:** Mayor and City Council  
**From:** Chris Shewchuk, Planning Director *CMS*  
**Date:** December 5, 2018  
**Subject:** Department comments for Administration Report

I continue to work with other City staff reviewing a development proposal and purchase offer for the City's 25 acre lot at the World Baseball Village. The proposal includes a request for LB 840 funding; the committee is scheduled to meet to consider the request on December 11.

Sanitary and Improvement District annexation review continues as we receive audits from the SIDs. Financial information will be added to department reports to establish an initial recommendation for annexation.

The December meeting of the Planning Commission will be held on December 20<sup>th</sup>. On the agenda is a request for change of zone and preliminary plat approval for Belle Lago South, a 122 lot single-family residential development, and a request for a change of zone and small subdivision plat approval on a 27 acre tract of land at the end of Childs Road, west of Cedar Island Road.

I attended the monthly meeting of the Papio Creek Watershed Partnership. Among the items discussed was the renewal of the partnership agreement, which is set to expire next June.

We have a meeting scheduled next week with representatives of Omaha Public Schools to discuss the proposed elementary school at Fort Crook Road and Childs Road.

Staff is meeting next week to discuss proposed development of property on 36<sup>th</sup> Street, north of Cornhusker. At this time, I don't have details of the proposal.

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## INTEROFFICE MEMORANDUM

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**TO:** JOE MANGIAMELLI  
**FROM:** CHIEF ELBERT  
**SUBJECT:** DIRECTORS BRIEF  
**DATE:** 12/3/2018

Backfilling a vacancy in Property and Evidence

Updates to Interview Rooms expected to be accomplished the first of the year

Cruiser replacement package for 2019 built with Finance Department

Certifying class of new Field Training Officers this week.

### Code Enforcement Stats:

November 26, 2018	December 3, 2018
Calls – 122	229
Notices:	
Zoning – 0	5
Nuisance – 30	39
Clean Ups – 0	0
Tree Removal – 0	1
Certified Notices – 3	7
Officer Initiated – 18	26
Towed Vehicles – 1	6
Red Tags – 3	7



## City of Bellevue

### Public Works Department

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

## Public Works Director's Report

December 10, 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)
- Meetings
  - Director meetings 12.09.18, 12.22.18
  - Superintendent meetings 12.03.18, 12.15.18
  - MAPA TTAC 12.20.18

### **Engineering: Dean Dunn**

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- American Heroes Park Phase 6
- 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 12.12.18

### **Parks: Brian Madison**

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

### **Street Maintenance: Bobby Riggs**

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## City of Bellevue

### Public Works Department

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- Various ditch repairs and cleanout
- Grade, rock roads and alleys
- Winter Duties

#### **Waste Water: Epiphany Ramos**

- Jetting as weather allows
- Repairing lines found during jetting and TV scheduled inspections as needed
- Lift station inspections on Monday and Thursday
- Update GIS mapping
- Walk all inaccessible lines and inspect all manholes, ongoing
- Working on administrative procedures and expectations.

#### **Fleet Maintenance: Todd Jarosz**

BIWEEKLY REPAIRS BY DEPARTMENT		
Report Date: January 08, 2018		
Department	No. of Repairs	No. of Hours
Administration		
Finance		
Human Services	3	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 01.14.19**

